

STATE EMPLOYMENT
RELATIONS BOARD
IN THE MATTER OF FACT-FINDING

BEFORE

2003 JAN -8 A 10: 26

RICHARD D. SAMBUCCO, FACT-FINDER

ZANE LODGE #5, PATROL OFFICERS)	
FRATERNAL ORDER OF POLICE)	
OHIO LABOR COUNCIL, INC.)	FINDINGS OF FACT
)	
and)	and
)	
CITY OF ZANESVILLE, OHIO)	RECOMMENDATIONS

SERB CASE NO.: 02-MED-07-0666

REPRESENTING THE FOP-OLC: Frank Arnold
Staff Representative

REPRESENTING THE EMPLOYER: Dale Raines
City Finance Director

DATE OF FACT-FINDING: December 12, 2002

DATE OF REPORT: January 6, 2003

PRELIMINARY STATEMENT

On December 12, 2002, a fact-finding hearing was held in Zanesville, Ohio by and between the City of Zanesville, hereinafter referred to as the "Employer" or "City" and Zane Lodge #5, Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union" or "FOP/OLC".

Richard D. Sambuco was mutually selected by the parties through the administrative services of the Ohio State Employment Relations Board (SERB) to serve as Impartial Fact-Finder.

The Employer's position was presented by Mr. Dale Raines, Budget and Finance Director. Also present for the Employer was Mr. Eric Lambes, Chief of Police.

The Union's position was presented by Mr. Frank Arnold, Staff Representative. Also present for the Union was Mr. Terry W. Sheets, Patrolman; Mr. John D. Hill, Patrolman; and Mr. Michael P. Brown, Patrolman.

At the hearing, the parties, on their own initiative, submitted a signed stipulation extending the date for the Fact-Finder to issue his report to January 10, 2003. The report is to be received by the parties on or before January 10, 2003. The stipulation goes on to read as follows:

"The parties agree that a Conciliator may issue an award on those economic issues that were submitted in fact-finding and not previously agreed upon and the Conciliator shall have the authority to make an award on such issue retroactive to January 1, 2003."

The City of Zanesville, Ohio is governed by a Mayor and City Council form of government. The Mayor is the Chief Executive Officer for administration of the City's day-to-day activities and the City Council is the Legislative body of City Government.

The Bargaining Unit includes approximately forty-two (42) patrol officers and consists of those permanent City employees of the Police Division occupying the position classification of Police Officer. The Patrol Officers, along with other members of the Zanesville Police Department, provide law enforcement services to the citizens of Zanesville, the people who work within the City's boundaries and visitors to the City of Zanesville.

Patrol Officers are responsible for responding to calls for service, investigating auto accidents, investigating crimes, arresting violators of local ordinances and state laws, collecting evidence and testifying in court.

The parties met for the purpose of collective bargaining on September 9, 16 and 24, 2002; October 21, 2002 and held a mediation session on November 6, 2002.

Having exhausted their attempts at negotiation and mediation, the parties contacted the State Employment Relations Board to arrange for a fact-finding hearing, which was held on Thursday, December 12, 2002. Both parties submitted their position statements regarding the unresolved issues in a timely manner.

The Fact-Finding hearing began promptly at 10:00 a.m. in the Conference Room of the Zanesville, Ohio Municipal Building.

Six (6) unresolved issues were presented to the Fact-Finder by the parties as follows:

Article 2, Section 2.5	Working Out of Rank
Article 8, Section 8.1 (H)	Accrual of Vacation (Holiday Pay)
Article 9	Insurance Schedule
Article 10, Section 10.4	Termination of Employment (Sick Leave)
Article 11	Clothing Allowance
Wages	Appendices I, II and III

At the beginning of the Fact-Finding hearing, the Employer submitted revised language to Article 8, Section 8.1(H) in an effort to resolve the impasse over this particular issue.

While the Fact-Finder continued to review with the Employer its position on the remaining issues at impasse, the Union was excused to study the Employer's proposed revised language to Article 8, Section 8.1 (H).

Upon return from the caucus, the Union agreed to the language revision to Article 8, Section 8.1 (H) as proposed by the Employer.

Prior to Fact-Finding, the parties were in agreement with all of Article 8, Section 8.1 (A through B). At issue was vacation accrual and pay for working on a holiday.

The only change to Article 8, Section 8.1 as proposed by the Employer and accepted by the Union takes the form of an additional subsection (H) to read as follows:

"(H) In recognition that bargaining unit employees are required to work on national holidays, the vacation schedule specified in Part (A) includes vacation accrual at an accelerated rate as compensation. In addition, employees required to work on certain national holidays shall be paid at one and a half their normal rate of pay. The following holidays shall apply: New Year's Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day and Christmas Day."

With the exception of this "new additional language" as indicated above, all other subsections (A-G) will remain the same as they presently appear in the existing Collective Bargaining Agreement with regard to Article 8, Section 8.1.

This new additional subsection (H) having been agreed to by the parties at the Fact-Finding hearing should be inserted into the Collective Bargaining Agreement at the appropriate position under Article 8, Section 8.1 (H).

ISSUE 1

ARTICLE 2, SECTION 2.5 - WORKING OUT OF RANK

This Section 2.5 presently reads as follows:

"Any patrol officer assigned as "officer in charge" will be paid a supplement for all time worked. The rate of pay for hours worked out of rank shall be equal to the top rate of pay in the sergeant's pay range."

UNION POSITION

The Union proposes to add new additional language to Section 2.5 as follows:

"This section shall only be used during emergencies when no supervisor is available to work."

The Union argues that out of a total of fifty-three (53) sworn police officers, eleven (11) are of supervisory rank, representing 20.7% of the total sworn personnel. The Union contends that with such a large proportion of personnel holding supervisory rank, there should be a supervisor present twenty-four (24) hours a day, seven days a week, unless there is an emergency, and then patrol officers are willing to fill in as Officer in Charge (OIC).

The Union feels that prescheduled vacation and other forms of time off (holidays, etc.) do not constitute an emergency, and therefore the City should make sure that an officer with supervisory rank is scheduled to work at all times, except in an emergency.

The Union also points out that when a Patrol Officer is assigned as OIC, he assumes additional responsibilities of supervising the jail, in which they have no training in jail supervision.

The Union further argues that present supervisors, when on duty, do not assist Patrol Officers in their duties, as is done in other cities.

Finally, the Union points to the City's Fire Department, where they only have four (4) officers at the rank of Assistant Chief and the Fire Chief for a total of five supervisors. According to the Union, the City's Fire Department does not operate without a supervisor scheduled to work.

EMPLOYER POSITION

Two supervisors are assigned to each of the three shifts at the City's Police Division on a regular basis and at least one supervisor is on duty. However, there are occasional times when both regular supervisors are unavailable. When this happens, it has been the City's practice to assign a Patrol Officer to be "Officer in Charge".

The Employer indicates that they have been shorthanded lately because one supervisor has resigned from being a supervisor and another supervisor has been off on medical leave due to an operation. The City is preparing to fill the vacant supervisor position due to resignation and in a couple of months the OIC responsibility for supervising the jail will be removed.

Finally, the City argues that this action has been an issue at every contract negotiation for at least the past ten years. The Union has again proposed language that would limit the City's ability to assign bargaining unit members as OIC. For the City, this is a management issue affecting its ability to direct and schedule employees in the most efficient, cost-effective manner.

FACT-FINDER'S RATIONALE, RECOMMENDATION AND DECISION

Far be it for me to recommend language that would appear to have the propensity to limit management's ability to direct and schedule employees in the most efficient, cost-effective manner.

But in this instant case, we have eleven (11) supervisors supervising forty-two (42) Patrol Officers. That works out to be one (1) supervisor for every 3.8 Patrol Officers. Given the benefit of the doubt, we have one (1) supervisor for every four (4) Patrol Officers.

I fail to grasp the efficient and cost-effective logic of that superior-subordinate ratio. Particularly when the Union complains about an inordinate amount of "step-up" by Patrol Officers to Sergeant (i.e., working out of rank) and receiving the top rate of pay in the sergeant's pay range.

Neither party could effectively document just how often Patrol Officers are assigned to work out of rank (i.e., step-up to sergeant) but even a minimal amount of step-up effectively reduces the superior-to-subordinate ratio and increases the cost of operation.

For example, two (2) step-ups per week changes the superior-subordinate relationship to thirteen supervisors (because you still have the other eleven (11) supervisors holding permanent rank) supervising forty (40) Patrol Officers (because two (2) Patrol Officers are now working as Sergeants). This works out to be one (1) supervisor for every three (3) Patrol Officers. Hardly an example of efficiency and cost-effectiveness.

As explained to me by the Union, mandatory staffing requirements are as follows:

Dayshift	Five (5) Patrol Officers	One (1) Officer in Charge
Afternoon Shift	Six (6) Patrol Officers	One (1) Officer in Charge
Midnight Shift	Five (5) Patrol Officers	One (1) Officer in Charge
Saturday	Six (6) Patrol Officers	One (1) Officer in Charge
Sunday	Six (6) Patrol Officers	One (1) Officer in Charge

As explained to me, this amounts to five (5) Officers in Charge or Supervisors. Even taking into account two (2) OIC's for Saturday, Afternoon and Midnight Shifts and two (2) OIC's for Sunday, Afternoon and Midnight Shifts, this amounts to a total of nine (9) supervisors for twenty-four (24) hour, seven (7) day per week coverage. According to the record, the Department has eleven (11) supervisors.

Again, the logic for an inordinate amount of step-up (as contended by the Union) by Patrol Officers to Officer In Charge (OIC) and receiving the top rate of pay in the Sergeant's pay range while eleven (11) other supervisors are receiving Sergeant's pay escapes my understanding of efficiency and cost-effectiveness.

The foregoing notwithstanding, a memorandum dated November 27, 2002 from Acting Fire Chief David A. Lacey of the Zanesville Fire Department reveals that four (4) Assistant Fire Chiefs and the Fire Chief (a total of five (5) supervisors) provide supervisory coverage twenty-four (24) hours per day, seven (7) days per week.

The Employer's argument of recent shorthandedness due to a supervisor resigning from his supervisory position and another supervisor being off on medical leave is not convincing since the Employer also contends that "this section (2.5) has been an issue at every contract negotiation for at least the past 10 years."

Given my analysis, the preponderance of evidence weighs heavily in favor of the Union's argument to add the additional language as proposed by the Union. I conclude that the Union's proposed language does not affect management's ability to direct and schedule employees in the most efficient cost-effective manner. To the contrary, this additional language should portend toward efficient cost-effectiveness by requiring the City

to utilize its existing permanent supervisors more fully and reducing the amount of "step-up" of Patrol Officers.

FACT-FINDER'S DECISION ON SECTION 2.5 - WORKING OUT OF RANK

I recommend that the language of Section 2.5 - Working Out of Rank, read as follows:

"SECTION 2.5 - WORKING OUT OF RANK

Any Patrol Officer assigned as "Officer in Charge" will be paid a supplement for all such time worked. The rate of pay for hours worked out of rank shall be equal to the top rate of pay in the Sergeant's pay range. This Section shall only be used during emergencies when no supervisor is available to work."

ISSUE 2

ARTICLE 8, SECTION 8.1 - ACCRUAL OF VACATION

This issue, as previously indicated, was resolved by mutual agreement of the parties at the Fact-Finding hearing.

ISSUE 3

ARTICLE 9 - INSURANCE SCHEDULE

There were several points of contention between the parties with regard to Section 9.1 - Insurance, Section 9.2(A) and (E). These points of contention include an increase in the employee contribution toward the medical premium (single coverage from zero to \$5.00 per pay period) and (family coverage from \$10.00 to \$15.00 per pay period) through payroll deduction.

Another point of contention is the medical deductibles for single and family coverage. In the current contract, the deductibles are a \$150.00 deductible for a single

person and a \$350.00 deductible for family coverage. The City wants to maintain the level of coverage that is presently in effect in the current contract.

The Union is in agreement with the City to increase the employee contribution through payroll deduction to \$5.00 per pay period for single coverage and \$15.00 for family coverage. But in return, they would like the City to lower their yearly deductibles to coincide with what the City currently does for non-bargaining unit employees.

Other points of contention involve prescription drug co-pays and an increase in life insurance coverage. At present, there is a \$2.00 deductible for prescription drugs and \$10,000 in life insurance coverage.

UNION POSITION

As previously mentioned, the Union was willing to increase the employee's portion of premium payment for family coverage from \$10.00 to \$15.00 but in return, they want the City to lower the employee's annual deductible to a level equal to what the City grants the non-bargaining unit employees.

The non-bargaining (unaffiliated) group of employees have a deductible of \$50.00 for single coverage and \$100.00 for family coverage. The Union currently has \$150.00 for single coverage and \$350.00 for family coverage.

The Union also wants to increase life insurance coverage from \$10,000.00 to \$20,000.00 per employee and are willing to go along with a generic brand of prescription drug over the brand name and if an employee insists on the brand name, the employee will pay the difference between the brand name and the generic named prescription drug.

EMPLOYER POSITION

The Employer is willing to increase the life insurance coverage from \$10,000.00 to \$20,000.00 but stands firm on maintaining the existing medical deductibles at the current level of \$150.00 deductible for single coverage and \$350.00 for family coverage. The Employer points out that their AFSCME union has already agreed to those deductible levels, the FOP/OLC supervisors and Corrections Officers have tentatively agreed to that same level of deductible and the Employer is planning to gradually phase in proposed increases in deductibles for the non-bargaining unit employees.

The City contends that the Union's proposal goes against trend; the City's costs have skyrocketed and now is not the time to reduce employee cost sharing.

FACT-FINDER'S RATIONALE AND DECISION RECOMMENDATION

There is no more contentious issue between labor and management in both the public and private sector than the troubling increase in medical cost coverage. In reviewing SERB's 2001, *10th Annual Report on the Cost of Health Insurance in Ohio's Public Sector*, we find the following significant points:

- Monthly medical insurance premiums currently average \$243.97 for single coverage and \$624.47 for a family plan.
- Prescription drug coverage averages \$61.37 for a single plan and \$134.30 for family coverage.
- The average monthly cost of employee health care benefits, including medical and ancillary benefits, stands at \$288.17 and \$705.66 for single and family coverage respectively.

- This year, the estimated costs of medical and other health benefits will run \$6,919.00 per covered employee.

For a City Category the size of Zanesville (25,000-99,999 population) the average employee monthly premium contribution required by the Employer is \$24.04 for single coverage and \$64.38 for family coverage.¹

For Southeast Ohio (the grouping in which Muskingum County is included and which was originally developed by SERB's Bureau of Mediation for the purpose of developing fact-finding and conciliation panels), the average total monthly premium cost for single coverage is \$294.74 and \$715.90 for family coverage.

The average annual cost per employee for the Southeast Ohio grouping is \$6,785.00.

**FACT-FINDER'S DECISION ON ARTICLE 9, SECTION 9.1,
SECTION 9.2(A) AND (E)**

Considering the fact that the City has agreed to increase the life insurance coverage per member from \$10,000.00 to \$20,000.00, the Union has agreed to an increase in payroll deduction for single coverage from zero to \$5.00 and family coverage from \$10.00 to \$15.00 and my research regarding the increased cost of medical insurance coverage across the State of Ohio and Southeast Ohio; when comparing those costs with that of members of Zane Lodge #5, FOP, I recommend that the single and family deductible remain the same as the current contract and as the City has proposed.

¹SERB's Research and Training Section 2001, *10th Annual Report on the Cost of Health Insurance in Ohio's Public Sector*, ¶ 1, 2, 10 and 15.

Therefore, I recommend that the pertinent language of Article 9, Section 9.1 and Section 9.2(A) and (E) should read as follows:

"SECTION 9.1 - INSURANCE

During the term of this contract, the City of Zanesville shall continue its premium payment for the existing health, dental and vision insurance plan for the employee, except employees choosing single coverage shall pay by payroll deduction \$5.00 per pay period. Bargaining unit employees choosing family coverage shall pay by payroll deduction \$15.00 per pay period. Deductions for coverage shall be made only if unaffiliated (non-contract) employees of the City pay an equal or greater amount.

SECTION 9.2 - CONTENT OF INSURANCE

- (A) The City of Zanesville may periodically change the content of the insurance plan after consultation with representatives of the affected bargaining units. A \$350.00 deductible for family coverage and a \$150.00 deductible for single coverage shall be in effect. Co-pay under the prescription drug plan shall be \$5.00. The plan will not pay for a brand drug unless no generic is available or the prescribing physician specifies "no generic."

- (E) The City will provide a twenty thousand dollar (\$20,000.00) life insurance policy on members.

It is my understanding that the Union and the City are in agreement with regard to Subsections B, C and D of Section 9-2 - Content of Insurance Plan of Article 9 - Insurance Schedule.

ISSUE 4, SECTION 10.4 - TERMINATION OF EMPLOYMENT (SICK LEAVE)

The parties have agreed to all of Article 10 (Sick Leave) except for Section 10.4 (A). The parties are also in agreement with the language of Section 10.4(A). The only issue in dispute with regard to this Section is the amount of payment for accumulated sick leave

upon retirement. The current language calls for a "maximum payment of one-third of 960 hours. The Union wants that figure raised to one-third of 1,500 hours and the City suggests that the "maximum payment shall be 385 hours."

UNION POSITION

The Union feels that their proposal would have a positive effect on employees to not use up (burn) their sick leave while they are working. The Union states that if an employee uses up the 540 hours during his career because there is no incentive to have any more than 960 hours on the books, the City will pay out a lot more money than letting an employee cash in 180 hours at retirement. The Union contends that at retirement the City will not have to pay the 19.5% of Police and Fire Retirement Fund and the City's 8.5% pension pick-up on the cash amount at retirement.

The Union argues that there needs to be an incentive for the employees not to use up (burn) their sick leave entitlement. Since several employees have more than 960 hours accumulated, according to the Union, there is no incentive to build up any more sick leave and therefore employees may begin to "burn" their excess sick leave prior to retirement and the resulting absenteeism will result in being more costly to the City in filling those absent positions due to sick leave.

EMPLOYER POSITION

Current language caps the sick leave retirement payout at a maximum of one-third of 960 hours (320 hours). The City's proposal is a compromise that brings this bargaining unit in line with other city unions and unaffiliated employees. Also, the Police Sergeants

and Lieutenants' bargaining unit has approved this compromise as part of a tentative agreement.

The City submitted the following comparisons in support of its position regarding sick leave payment at retirement:

<u>Group</u>	<u>Portion of Accrued Leave</u>	<u>Maximum Hours</u>
A.F.S.C.M.E.	1/3 of accrued	320
Fire Fighters	1/3 of accrued	385 (540 at 56-hour rate)
FOP/OLC-Corrections	1/4 of accrued	240
FOP/OLC-Lodge #5	1/3 of accrued	385 (proposed by City)
FOP/OLC-Supervisors	1/3 of accrued	385
Unaffiliated	1/4 of accrued	385
FOP/OLC (Lodge #5)	1/3 of accrued	500 (Union Proposal)

FACT FINDERS' DECISION ON ARTICLE 10.4 - SICK LEAVE ENTITLEMENT UPON RETIREMENT

It's clear enough to see that the City's proposal of a "maximum payment of 385 hours" brings the Police Officers (Lodge #5) unit in line with the Police Supervisors and non-bargaining unit personnel.

Arithmetically speaking, the City's proposed maximum hours of 385 at one-third (1/3) accrued sick leave works out to be a maximum accrued sick leave of 1,155 sick leave hours. This represents a 195 hour increase over the 960 hours currently in effect. The 385 hours maximum hours proposed by the City represents a 65 hour increase over what is currently in effect.

But the one-fourth (1/4) of accrued (see unaffiliated) to maximum hours works out to be an accrued sick leave of 1,540 hours (1/4 of 1540 = 385 hours). Which is an indication employees can accumulate more than 960 hours and lends credence to the

Union's argument that some police officers at present are over 960 hours accumulated sick leave, which also provides an incentive to "burn" sick leave.

However, under the City's proposal, they would have to earn in excess of 1,155 hours ($1/4$ of 1155 = 385 hours) to premeditate the "burning" of sick leave hours.

While the concept of "burning sick leave" would be unthinkable from my perspective, it was the Union that raised that term and its possibility, and one would have to be naive to think that it doesn't happen. Particularly upon review of Section 10.2 - Uses of Sick Leave, we find that there is more than one way to use up (burn) sick leave besides being sick.

There is always a danger of recommending a party's particular proposal just because other bargaining units have either tentatively agreed or have agreed on the same proposal with the idea of keeping the various bargaining units in line with one another. The question arises, they may be in line on this proposal, but may be better or worse on another area of the contract.

While comparisons and comparables are important to analyze and consider when making recommendations, sometimes common sense, efficiency and cost-effectiveness must also be factored in.

I agree with the Union that there needs to be some incentive not to "burn" sick pay. Because when this happens, vacancies occur which must be filled, resulting in the potential for overtime pay to the person filling the vacancy. When a person is "burning" sick pay, he or she is not going to tell you they are "burning" sick pay and when they are off sick or for other reasons as provided for in Section 10.2, it's quite possible they may not be available for emergency call-out.

That notwithstanding, the language of Section 10.4 calls for a cash payment of the value of his accrued but unused sick leave credit which is, I believe, subject to the normal deductions.

Also, in reviewing the comparables (Ashtabula, Delaware and Sandusky Police Departments) of similar sized departments, according to the Union, I find that these departments offer a higher payout and utilize a different formula to provide incentive not to use sick pay.

On the basis of the foregoing analysis and rationale, I recommend the language of Article 10, Section 10.4 read as follows:

SECTION 10.4 - TERMINATION OF EMPLOYMENT

- (A) No payment shall be made for accumulated sick leave at the time of termination of employment except that a permanent employee with ten (10) or more years of service may elect at the time of retirement to be paid in cash for one-third of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall be one-third of 1,155 hours plus one-third of all hours in excess of 1,155 hours up to a maximum of 1,500 accumulated hours.

This language should come close to meeting the City's proposal, provide an incentive not to burn sick pay entitlement hours and comes close to satisfying the Union's proposal.

ISSUE 5 - ARTICLE 11 - CLOTHING ALLOWANCE

The current language provides for an initial uniform allowance of \$700.00 to new Police Officers after completion of their one (1) year probationary period. Each year after that, the uniform maintenance allowance for all regular Police Officers is \$650.00 per year of the existing three (3) year contract (i.e., 2000-2001 and 2002).

UNION POSITION

"Our position on this article is that we have already pointed out that the City of Zanesville starting wage is some 37% below the Statewide starting average for a new police officer. The City of Zanesville does not provide the uniform for the new officer and only reimburses the officer for purpose of his own uniforms after the officer has completed his probationary period. The current reimbursement is only \$700 and we have proposed to change this to \$1000.00 which still will not cover the actual cost to this new employee. In reality it will cost the new employee from \$1500.00 to \$2000.00 to have a complete compliment of uniforms and necessary equipment. We have also proposed to increase the annual clothing allowance from \$650.00 to \$800.00. Again we have pointed out how the pay is far below the statewide averages and their clothing allowance is also well below what most other departments provide. I have attached copies of contracts from Ashtabula, Sandusky and Delaware PD. Ashtabula initial allowance is \$1,200.00 plus \$350.00 per annual maintenance allowance. After the first year they are provide \$660.00 per year for purchases plus the \$350.00 per year maintenance allowance. The City of Sandusky provides for \$650.00 per year for purchases and an additional \$100.00 per year for dry cleaning. The City of Sandusky has also an extensive list of item they will reimburse the new employee upon completion of the probationary period. The City of Delaware provides \$500.00 per year for purchases and \$340.00 per year for maintenance allowance. The City of Delaware provides at no cost to the new recruit a full issue of uniforms and equipment. All these other cities also provide the bullet proof vest at no cost to the employee in addition to benefits listed. The officers for the City of Zanesville must purchase a replacement vest out of the uniform allowance."

EMPLOYER POSITION

The City proposes the following language toward resolution of this issue:

"A \$700.00 initial uniform allowance will be granted to Police Officers after completion of their one (1) year probationary period. Each year after the initial allowance, Police Officers will receive a uniform maintenance allowance. This maintenance allowance will be \$650.00 annually, to be paid semi-annually by check to each employee. Any new clothing changes required by the Chief, independent of the uniform committee recommendation, shall be provided by the City at no cost to the employee. The uniform committee will have three (3) members of the bargaining unit sitting on it and they will be elected by the members. In addition the City shall provide and replace bullet-proof vests to the members in addition to the above clothing allowance. Vests shall be replaced in accordance with the manufacturer's specifications.

The City's proposal does not change the amount granted for uniform allowance each year. However, it does obligate the City to replace bullet-proof vests for bargaining unit members, a cost of \$500-\$600 every five or six years. The purchase of vests has traditionally been done through the uniform allowance, though the City did receive one grant for this purpose several years ago.

The Police Sergeants' and Lieutenants' bargaining unit has tentatively agreed to keeping the \$650.00 allowance with replacement of vests.

FACT FINDER'S DECISION ON ARTICLE 11 - CLOTHING ALLOWANCE

On three (3) issues (Article 9 on medical insurance, Section 10.4, Termination of Employment with regard to sick leave retirement, and Article 11, Clothing Allowance), the City points out that the Police Sergeants' and Lieutenants' bargaining unit have tentatively agreed to the City's proposal.

I am very much aware of the City's rationale in making these points, but a tentative agreement is not agreement. Plus, they may have in fact tentatively agreed as indicated by the City, but they may have done so to get more favorable benefits in other areas of their contract. I don't even know at what stage they (Sergeants and Lieutenants) are at in negotiations.

I view my charge as a fact-finder is to weigh the evidence presented, including the comparables submitted by the parties, while taking into consideration the factors listed in division (G)(7)(a) to (f). (See O.R.C. 4117.14 (C)(4)(e) and O.R.C. 4117.14(G)(7) through 4117.14 (G)(7)(f)).

If I were to make decisions based on what other bargaining units have tentatively agreed to, there would be very little need for analysis of comparables and considering the positions of each party.

As they say in arbitration, while there are similar issues, each case stands on its own merits.

With regard to this issue (Clothing Allowance) the Union makes a much more persuasive argument. I recommend the language as proposed by the Union which is as follows:

"ARTICLE 11
CLOTHING ALLOWANCE

Effective January 1, 2003, a \$1000.00 initial uniform allowance will be granted to Police Officers after completion of their one (1) year probationary period. Each year after the initial allowance, Police Officers will receive a uniform maintenance allowance. This maintenance allowance will be eight hundred dollars (\$800.00) per year paid out in January and July to the employee. The Police Chief will approve all items for uniform allowance reimbursement. Any new clothing changes required

by the Chief, independent of the uniform committee recommendation, shall be provided by the City at no cost to the employee. The uniform committee will have three (3) members of the bargaining unit sitting on it and they will be elected by the members.

ISSUE 6 - WAGES, APPENDICES I, II AND III

The current contract calls for five (5) step wage increments beginning with the entry level (B) of \$11.64 hourly rate (\$24,211.20 annual rate) to the top level (F) of \$17.92 hourly rate (\$37,273.60 annual rate) based on an eight (8) hour shift and 2,080 hours per year.

UNION POSITION

The Union requests over the next three (3) years a seven percent (7%) increase in the first year and five percent (5%) in each of the succeeding two years.

The Union suggests that they have not heard from the City that its income tax is down or that they (the City) have been hurt by the state of the economy. The Union did state that the City had advised them that its interest income is down.

The Union quotes from a SERB Benchmark Report dated August 29, 2002 that the State average salary for a police officer from the 247 reporting cities is a starting salary of \$33,270.09 and a top average salary of \$42,648.62. The City's starting wage is 37.4% below the starting State average and the top salary is 14.4% below the State's top average salary.

The Union also quotes a SERB report of cities of 20,000 to 30,000 in population and in counties under 110,000 in population. There were eleven (11) cities revealed in this report ranging from Ashland City (population 21,249) to Zanesville City (population 25,586). The average starting salary (with Zanesville included in the average) is \$32,012.78 compared to Zanesville's starting salary of \$24,012.78, while the top average salary (with

Zanesville included in the average) is \$41,888.65 compared to Zanesville's top salary of \$37,273.60.

The Union also alerts the fact-finder that the salaries quoted in the SERB report for the City of Chillicothe does not include pay for hazardous duty amounting to \$6,600.00 per year.

The Union points out that applications for Patrol Officers jobs are down approximately sixty percent (60%) and the City continues to annex property, expanding the Patrol Officers' duties without adding any additional patrol officers.

EMPLOYER POSITION

The rates offered by the City represent a 3.5% increase in each of three years.

The wage rates proposed are justified for several reasons. First, the rate of inflation as measured by the Consumer Price Index has, for the past several years, been comparatively low; employees of this bargaining unit have outpaced it. Despite continued low inflation, the City's offer exceeds the average rate of inflation during the current contract by one percent per year.

Second, the City's proposal equals the percentage increase negotiated with A.F.S.C.M.E. in November. The City is still in negotiations with the I.A.F.F., but the wage proposal to that union is the same.

Finally, the annual percentage increase the City offers is supported by evidence of comparability with similar bargaining units in this area of the State, particularly when the pension pick-up is factored in.

FACT-FINDER'S RATIONALE AND DECISION ON WAGES

The Union's argument with regard to Zanesville's average salary being several percentage points below the State average for police officers is not convincing because that State average includes several large (population) cities (Akron, Cincinnati, Columbus, Toledo as examples) that serve to raise the overall average for salaries.

The Union's second report containing eleven (11) cities with a population from 20,000 to 30,000 in counties under 110,000 presents a more favorable representation of comparables from the Union's perspective.

The decline in applicants for patrol officers and the annexation of additional properties that increases the area of patrol for police officers are important points.

The City states that the reason patrol officers are behind in salary is because the Union was afforded a favorable pension pick-up in past years in lieu of wage increases.

The City's comparables (City Exhibit No. 12) are not convincing because fourteen (14) out of eighteen (18) bargaining units are sheriffs' organizations. Only four (4) are cities and one of them is Zanesville.

In addition, these comparables only reveal percentage increases and do not reveal beginning and top salaries for comparison purposes. Percentage increases do not reflect a true picture of salary comparison among various patrol officer units.

The City's argument that the Consumer Price Index has been comparatively low does not serve to close the gap between Zanesville's police officers and police officers in those eleven (11) other comparable cities.

The parties already know my position with regard to other units within the same employer and tentative agreements. However, I will state that wage increases is one area that I prefer to be consistent across units unless there is something unique about a particular group. In this case, it's the wage discrepancy among various police officer units among selected cities.

On the basis of the foregoing rationale, I recommend a five percent (5%) increase in the first year and four percent (4%) increases in each of the next two succeeding years as indicated below.

While this may not satisfy the Union's request, it is designed to help close the apparent discrepancy gap between police officers among the eleven (11) city comparables, serve to increase the applicant flow into the Police Department, and provide the City with a reasonable cost consideration that they might find amenable in approving.

APPENDIX I
PAY RATES EFFECTIVE JANUARY 1, 2003
POSITION CLASSIFICATION OF POLICE OFFICER

<u>STEP</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
B	\$12.22	\$25,417.60
C	\$13.35	\$27,768.00
D	\$14.81	\$30,804.80
E	\$15.57	\$32,385.60
F	\$18.82	\$39,145.60

APPENDIX II
PAY RATES EFFECTIVE JANUARY 1, 2004
POSITION CLASSIFICATION OF POLICE OFFICERS

<u>STEP</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
B	\$12.71	\$26,436.80
C	\$13.88	\$28,870.40
D	\$15.40	\$32,032.00
E	\$16.19	\$33,675.20
F	\$19.57	\$40,705.60

APPENDIX III
PAY RATES EFFECTIVE JANUARY 1, 2005
POSITION CLASSIFICATION OF POLICE OFFICER

<u>STEP</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
B	\$13.22	\$27,497.60
C	\$14.44	\$30,035.20
D	\$16.02	\$33,321.60
E	\$16.84	\$35,027.20
F	\$20.35	\$42,328.00

There are some who may feel that my recommended percentage increases are excessive, but considering the evidence (comparables) supporting the Union's position and the wages of Zanesville police officers in comparison to police officers in other selected cities, one can see that the police officers in Zanesville have some catching up to do.

As the parties well know, not everyone gets everything they want in negotiations. That is what collective bargaining is all about.

In making my recommendations, given the comparative analysis, the federal and state laws, and the mandates (from SERB) that I must operate under, I have attempted to make my recommendations with the ultimate objective of bringing the parties together and moving them toward approval of a new three (3) year agreement.

My recommendations are predicated on the fact that all previously resolved issues are to be incorporated into the final agreement.

I wish both parties success in their deliberations.

Report compiled and submitted in Belmont County, Ohio, effective January 6, 2003.

A handwritten signature in black ink that reads "Richard D. Sambuco". The signature is written in a cursive style with a horizontal line underneath it.

Richard D. Sambuco
Fact-Finder



RICHARD D. SAMBUCO

"providing a communications link between labor and management"

Mediator - Fact Finder - Arbitrator

Phone (740) 695-5101 • Fax (740) 699-0423

STATE EMPLOYMENT
RELATIONS BOARD

January 6, 2003

2003 JAN -8 A 10: 26

Mr. Frank Arnold
Staff Representative
FOP/OLC
222 E. Town Street
Columbus, OH 43215

Mr. Dale Raines
Budget & Finance Director
City of Zanesville
401 Market Street
Zanesville, OH 43701

RE: CASE NO.: 02-MED-07-0666
FRATERNAL ORDER OF POLICE, ZANE LODGE NO. 5
PATROL OFFICERS AND CITY OF ZANESVILLE

Gentlemen:

Enclosed are two (2) copies each of my fact-finding report in the above-referenced matter.

For the record, the fact-finding hearing was held on December 12, 2002, the parties stipulated that the report would be due on or before January 10, 2003 and my report is released under date of this cover letter.

Enclosed is my Fact-Finder's Fee Statement with appropriate expense documentation. Please make your check payable to: R.D.S. Consulting Service, Inc. My **Federal Tax I.D. Number is 34-1361008.**

I thank the parties for selecting me as fact-finder and I look forward to working with each of you at some future date.

Sincerely,

Richard D. Sambuco
Fact-Finder

RDS:go

xc: Dale Zimmer, Administrator
Bureau of Mediation, SERB
65 E. State Street
Columbus, OH 43215-4213

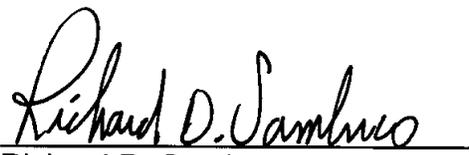
CERTIFICATE OF SERVICE

The undersigned hereby certifies that two (2) copies of the enclosed Fact-Finder's Report has been delivered by overnight (United States Postal Service) mail this 6th day of January, 2003 to:

Mr. Frank Arnold
Staff Representative
FOP/OLC
222 E. Town Street
Columbus, OH 43215

Mr. Dale Raines
Budget & Finance Director
City of Zanesville
401 Market Street
Zanesville, OH 43701

RE: CASE NO.: 02-MED-07-0666
FRATERNAL ORDER OF POLICE, ZANE LODGE NO. 5
PATROL OFFICERS AND CITY OF ZANESVILLE


Richard D. Sambuco
Fact-Finder

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