

**OHIO STATE EMPLOYMENT RELATIONS BOARD**  
**FACT-FINDING REPORT**  
**FEBRUARY 28, 2002**

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**OHIO PATROLMAN BENEVOLENT )**  
**ASSOCIATION )**  
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Union )  
 )  
-and- )  
 )  
**BOARDMAN TOWNSHIP TRUSTEES )**  
 )  
 )  
Employer )

**CASE NO. 02-MED-10-0975**

APPEARANCES FOR THE UNION:

Kevin Powers, OPBA Attorney  
Michael Longo, Union Co-Director  
Chuck Mound, Union Co-Director  
Ben Switka, Patrolman  
Mark Jacobs, Patrolman  
Jack Cochran, Patrolman

APPEARANCES FOR THE EMPLOYER:

Karen M. Gaglione, Assistant Mahoning County Prosecutor  
Jeff Patterson, Chief of Police  
Bill Leicht, Boardman Township Clerk  
Curt Seditz, Boardman Township Clerk

FACT-FINDER:

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## INTRODUCTION

On or about November 29, 2002, the parties were at an impasse and the State Employment Relations Board ordered the parties into fact-finding. The parties waived the required time period to hold the fact-finding conference and the time for the submission of a report. The parties agreed that the hearing should take place on February 11, 2003 at the Boardman Township Administration Building and that the report should be submitted on February 28, 2003.

On February 11, 2003, the parties met. The parties decided not to mediate the issues and went directly into fact-finding.

Both parties timely submitted position statements setting forth the issues for fact-finding. The following are the issues:

- Issue I: Wages
- Issue II: Hazardous Duty Pay
- Issue III: Continuity Bonus (Longevity)
- Issue IV: Residency
- Issue V: Bereavement Leave
- Issue VI: Holidays
- Issue VII: Tuition Reimbursement
- Issue VIII: Field Training Officer
- Issue IX: Master Patrolman
- Issue X: Preservation of Rank

The following factors have been taken into consideration pursuant to Ohio Revised Code Section 4117.14:

- (a) Past Bargaining Agreements, if any, between the parties;**
- (b) Comparison of Issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing in comparable work, giving consideration to factors peculiar to the area and classification involved;**

- (c) **The interest in welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;**
- (d) **The lawful authority of the public employer;**
- (e) **The stipulations of the parties;**
- (f) **Such other factors, not confined to those listed in this section which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.**

**ISSUE NO. 1  
WAGES**

**FINDINGS OF FACT**

The union has requested salary increase as follows: 4 % effective January 1, 2003; 5% effective January 1, 2004 and 5% effective January 1, 2005. The union representative has stated that Boardman Police Officers are well paid. The union representative introduced internal comparables into evidence. These comparables were "internal" comparables because it showed pay increases for the Boardman Township dispatchers, the Boardman Township road department and the Boardman Township fire department. In these comparables, especially with the dispatchers, we see an 18% increase in wages for 3 year period for those starting as dispatchers and those in their later years receiving a 21% increase over 3 years (7% per year). As for the Boardman Township road department, we see pay increase of approximately 16.5% over a 3 year period. In the fire department, according to the comparables, we see 8% over a 2 year period across the board increases. (4% in the first year and 4% in the second year).

other unit absorb those costs.

Mr. Leicth further testified that deficit spending for townships is illegal. He further indicated that the township does not want to ask the people in the township for new taxes.

The next witness to testified regarding this issue was Curt Seditz, the township administrator. In answering the claims of disparity between the other bargaining units in this union, Mr. Seditz testified regarding the contracts with the internal comparable units. The firefighters bargained down the entry level making the pay at the entry level less and created more steps for the top levels. The firefighters, in other words, gave up something to get an across the board 4% increase in pay over each year for the contract. In the dispatching department he testified that the township could not keep dispatchers. Therefore, they restructured the dispatching department and made the wages of the dispatchers more competitive. He indicated that the same thing was done with the road department.

### **DISCUSSION**

The undersigned is sensitive to the looming financial picture, not only in Boardman Township but also state wide. Furthermore, the increase in health insurance premiums is not only a statewide issue but a nationwide issue. The fact that the township is not asking this union for contributions and absorbing the costs of this hospitalization, is evidence that the members of this bargaining unit are receiving a real benefit on their hospitalization pay. The external comparables show that the officers are some of the highest paid officers for townships in similar situations.

However, the employer has not entered any evidence of inability to pay. There appears to be no looming deficits nor any need at this time for the employer to go to the

tax payers for additional funds.

The township officials should be commended for their strategic planning sessions. This proactive approach allows government officials to predict problems and solve the problems before they actually occur. It is somewhat disappointing that neither the members of this bargaining unit nor their representatives chose not to attend the strategic planning meeting. Financial matters are the responsibility of both the employer and the union and both parties should be involved in these problem solving sessions.

In spite of the above, the undersigned cannot overlook the internal comparables. Although a restructuring or a "catch up" contract had to be implemented, the difference in the internal comparables is staggering for the dispatchers and the road department when comparing them to the police and fire departments. Although the policemen are some of the best paid in the area or in those townships that are most similarly situated, there was no evidence that these officers were not busy at their jobs.

The Boardman fire department has had 4% increases in the year 2002 and 2003. Although the duties between police and fire are different, both groups put their lives at risk every single day that they work. The increase that the fire department received is strong evidence as to what the police department should also receive.

### **RECOMMENDATION**

It is recommended that the members of this bargaining unit should receive the following wage increases:

1. 4 % across the board increase commencing 1/1/03
2. 4 % across the board increase on 4/1/04
3. 4 % across the board increase commencing on 4/1/05

**ISSUE NO. 2  
HAZARDOUS DUTY PAY**

**FINDINGS OF FACT**

The union proposed that its members receive hazardous duty bonus of 1% of the base pay for each hour actually worked for the years 1/1/04 which would increase to 2% on 1/1/05. The union would limit this hazardous duty pay to those officers assigned to traffic, K-9 or patrol division. The union cites that the sheriff's department receives an annual hazardous duty pay of 1% for all of its members.

Chief Jeff Patterson testified that the division of pay between hazardous and non-hazardous duty creates a divide within the unit. He indicates that all situations are dangerous and recalled an incident where guns were drawn by uniformed and non-uniformed officers. Testimony was that this situation is not the same situation that the officers have that in Youngstown. (Youngstown having a much higher murder rate than Boardman). Evidence was also introduced that this would be a disincentive to someone who would want to take a specialty position. The union contested that argument stating that there would not be a disincentive because the hours and the days off for the specialty positions are sought after by many officers.

**DISCUSSION**

The position of law enforcement officer is a hazardous job no matter what particular detail or duty the officer assigned.

**RECOMMENDATION**

It is recommended that the proposal for hazardous duty pay not be adopted by the parties and that the contract remain the same regarding this issue.

**ISSUE NO. 3**  
**CONTINUITY BONUS-LONGEVITY PAY**

**FINDINGS OF FACT**

The union has made a proposal that officers with more than 5 years of service, shall receive continuity pay equal to \$100 for each complete year of service payment to be made in the first pay in December each year. The union has introduced an exhibit, showing the many law enforcement agencies that have longevity or continuity pay.

There was time when there was continuity or longevity pay was paid to the bargaining unit. However, according to the exhibits introduced by the employer, longevity was "bought out" and incorporated into the pay scale in 1996. The employer further points out that there are no longevity payments in the other internal bargaining units. Furthermore, the employer points out that the employer has had no problem retaining employees.

**DISCUSSION**

Had the continuity bonus not been bargained out of the contract in 1996, the undersigned would have probably recommended that this be included in this contract. However, after bargaining this item out of the contract, this bargaining unit is still at the high end if not the top of other township officers in the same situation. Furthermore, longevity pay is used by the employer to keep people employed who have seniority. There is no evidence that this department is losing officers to other departments as they become more senior.

## **RECOMMENDATION**

It is recommended that this proposal regarding continuity/longevity pay not be adopted by the parties and that the contract remain the same regarding this issue.

### **ISSUES NO. 4 RESIDENCY**

#### **FINDINGS OF FACT**

The union contends that "fairness and human dignity" require that those who work in this bargaining unit be allowed to work within a radius of 15 miles. The exact language proposed by the union is as follows:

"All officers must live within 15 miles, as the\_crow flies, from any Boardman township border."

Boardman Township has an ordinance that requires police officers to reside within the township after a "grace period."

A court case and a conciliation award has been introduced showing that a collective bargaining agreement may supercede an ordinance requiring residency.

The union also argues that there are no homes in Boardman affordable to entry level officers. The employer argues against that position and states that there is affordable housing.

The employer argues that the residency requirement has been township policy since the 1970's. Furthermore, there is time to become a resident after employment to wit; 15 months. It appears that although the residency requirement is strict, those who administer it are very flexible in doing so.

#### **DISCUSSION**

The undersigned see no reason at this time to change the township policy

regarding residency. The grace period and the flexibility of the Employer dictate that the residency requirement should stay intact.

### **RECOMMENDATION**

It is recommended that the parties not accept the union proposal and that the contract remain the same.

### **ISSUE NO. 5 BEREAVEMENT**

#### **FINDINGS OF FACT**

At fact-finding the union withdrew the issue from consideration at fact-finding. Therefore, no evidence was taken on the Bereavement issue and the Bereavement issue is "off the table."

### **ISSUE NO. 6 HOLIDAYS**

#### **FINDINGS OF FACT**

The union proposes that they receive an additional paid holiday, to wit; the day after Thanksgiving. Using the same internal comparables, the union argues that since these other bargaining units have the day after Thanksgiving as a paid holiday, they should have one.

The employer argues that the non-union employees have a lot less benefits than this bargaining unit. Furthermore, the employer argues that the Ohio Revised Code in Section 511.10 spells out the holidays for public employees. The township argues that ten paid holidays is enough.

## **DISCUSSION**

Ten paid holidays throughout the year are definitely fair to the employees. Had not the other bargaining units and employees had the day after Thanksgiving as a paid holiday, the undersigned would probably not consider it. However, fairness and internal comparables dictate that, in this situation, an extra holiday is appropriate.

## **RECOMMENDATION**

It is recommended that the members of this bargaining unit should have the day after Thanksgiving as a paid holiday. Therefore, under Article 13- Holidays, Section 1, the "day after Thanksgiving" should be added to the list of paid holidays.

## **ISSUE NO. 7 TUITION REIMBURSEMENT**

### **FINDINGS OF FACT**

At fact-finding the union withdrew the issue from consideration at fact-finding. Therefore, no evidence was taken on the Tuition Reimbursement issue and the Tuition Reimbursement issue is "off the table."

## **ISSUE NO. 8 FIELD TRAINING OFFICERS**

### **FINDINGS OF FACT**

Article 24 of the contract describes field training officers as those who agree to accept and properly train new officers assigned to them by the department. Compensation for taking on the task of being a field training officer is one hour of compensation for every eight hours of training. The field training officers request that the one hour of compensation be increased to two hours of compensation. Officer Jack Cochran testified that there is a lot responsibility in training a new officer. He further

states that there is much paperwork and the preparation must be done off duty.

The township administrator testified that three years ago this provision was placed into the contract. Now, the officers desires to raise the pay for these officers.

It was determined in fact-finding that the field training officer only receives compensation when he or she is actually training the new officer. Currently, there are six field training officers.

### **DISCUSSION**

The field training officer program is a good program. A seasoned police officer should be utilized to train new recruits. These seasoned officers should be compensated for their extra responsibility and duties. Since there are only six field training officers currently with the department and since they are only paid for training sessions, it will not have a serious economic impact on the township finances.

### **RECOMMENDATION**

It is recommended that the one hour of compensation be increased to two and that the contract shall be modified in the following manner:

“Section 4.- Field Training Officer ”...

7. “Compensation shall be based upon each eight hour block of training the FTO completes with any new officer assigned to them and shall include two (2) hours of compensation for every eight (8) hours of training; and, ...”

**ISSUE NO. 9  
MASTER PATROLMAN**

**FINDINGS OF FACT**

The union proposes that those officers who participate, on their own time for training, receive a bonus for \$200 dollars for each four hours of off duty training received. Currently, officers who are participating in sixteen hours of additional training on their own time, receive a bonus of \$450 dollars. The union argues that this incentive would get the employees to seek out training that would benefit the employer and the community.

**DISCUSSION**

The current program is sufficient to fit the needs of both of the bargaining unit, the department and the community.

**RECOMMENDATION**

It is recommended that this proposal for Master Patrolman not be adopted by the parties and that the contract remain the same for this issue.

**ISSUE NO. 10  
PRESERVATION OF RANK**

**FINDINGS OF FACT**

Under the last collective bargaining agreement, it was the intent of both parties to revise the existing rank structure. The goal of the parties was to provide two captains, four lieutenants, and 11 sergeants. The above structure was accomplished through attrition. The employer agreed to maintain seventeen promotional opportunities.

The current township proposal is to maintain seventeen promotional opportunities, however, there would be a reduction in the number of guaranteed number

of sergeants from eleven positions to eight positions. The township would retain authority to name the three remaining promotional opportunities in any of the three listed ranks as to be determined by the township. The township further proposes that it would reserve the right to establish other ranking positions, as many as may be necessary, for the organizational needs of the department, but those new positions would not be counted as part of the seventeen promotional opportunities in this section.

The chief of police testified that they would maintain seventeen promotional opportunities but the administration desires more “flexibility.” The chief states that no less than eight sergeants will allow him the “flexibility” to properly manage the department.

The union is definitely opposed to a smaller number of guaranteed sergeant positions. The lower amount of sergeant positions eliminates the slots for promotions.

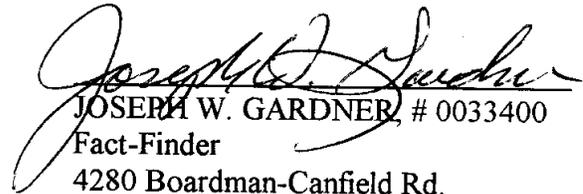
#### **DISCUSSION**

“Flexibility” is necessary for management. However, there is no evidence introduced to show that the structure now is not flexible. A reduction in the guaranteed number of sergeants positions would definitely decrease the chance of advancement. If the Employer chooses to expand the upper ranks and let the number of sergeants dwindle, the department may become “top heavy” once again.

In the last contract, it was the intention of the parties to revamp the existing rank structure and to achieve that goal by attrition. That goal has been attained. There is no evidence that the existing structure is harming the department or the community.

## **RECOMMENDATION**

It is recommended that the proposal for a new preservation of rank not be adopted by the parties and the contract remain the same regarding this issue.



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## **CERTIFICATION**

A copy of the foregoing Fact-Finding Report was sent this 28th day, February 2003, by Certified U.S. Mail/RRR to: **ATTORNEY KEVIN POWERS**, 10147 Roaylton Road, Suite J, North Royalton, OH 44133; **ATTORNEY KAREN M. GAGILONE**, Mahoning County Prosecutor's Office, 120 Market Street, Youngstown, OH 44503 and by regular U.S. mail to: **DALE A ZIMMER**, Administration Bureau of Mediation, 65 East State Street, 12th Floor, Columbus, OH 43215-4213 .



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