

VOLUNTARY FACT FINDING PROCEEDINGS

CITY OF WILLOWICK, OHIO :  
 :  
 The Employer :  
 :  
 and :  
 :  
 FRATERNAL ORDER OF POLICE, :  
 WILLOWICK, OHIO :  
 :  
 The Union :

FACT FINDING  
OPINION AND AWARD

03-MED-09-1046  
1047

APPEARANCES

For the Employer:

Tom Grabarczyk, Labor Relations Management Inc.  
Cheryl Killen, City of Willowick, Ohio  
Michael Lazor, Chief of Police, City of Willowick, Ohio

For the Union:

Robert M. Phillips, Advocate for the FOP  
Daniel J. Hirz, FOP Representative  
Jeffrey Pyle, FOP Representative  
Russell E. Fried, FOP Representative  
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I. SUBMISSION

This matter came before this fact-finder pursuant to the terms of the collective bargaining agreement and the State Employment Relations Law of the State of Ohio, the parties having failed to resolve their contractual differences prior to the hearing in this particular matter. The fact finding hearing took place on July 29, 2004 at the conference facility of the employer in Willowick, Ohio. The parties stipulated and agreed that this matter was properly before the fact finder; that the witnesses should not be sworn nor sequestered and that post hearing briefs would not be filed. It was upon this evidence and argument that this matter was heard and submitted and that this Opinion and Award was thereafter rendered.

II. ISSUES

The perimeters of discussion were resolved prior to hearing the evidence. The issues therefore took the form of nine major topics. They are listed as follows:

1. Wages
  - (a) Top pay
  - (b) Officer in charge premium
  - (c) Increase
  
2. Health Care
  - (a) Plan design including pharmaceutical payment
  - (b) Benefit eligibility
  - (c) Co-pay as to premium

3. Education
4. Holidays
  - (a) Additional working holidays
  - (b) Double-time on overtime holiday work
5. Uniforms
  - (a) \$50.00 per year increase sought
6. Vacation
  - (a) New and more liberal schedules
  - (b) 1 week of earned vacation to be considered personal days but no less than 8 hours
7. Sick Leave
  - (a) City to buy back 8 hours over 960 hours at \$25.00 per 8 hour block
8. Fitness for Duty
9. Promotion Methods

Of these nine issues, determination was reached on only one, i.e. the promotion methods. The reason for the parties reaching an agreement on that issue was because the union withdrew the issue prior to hearing on the merits.

Thus, the fact-finder was presented with a great amount of evidence at hearing on the remaining eight issues. The City of Willowick pleaded an inability to pay, indicating and stating by and through their exhibits, as they viewed them and their testimony, that there would be deficit spending if any increase of over one percent per year of a three-year contract and there probably would be a deficit even if the one percent were enacted. Simply put, the city

indicated and stated, by and through their evidence that the whole northeastern Ohio area was devastated by the loss of jobs and that since the community is merely a “bedroom community”, the loss of taxes have played a deadly role in the maintenance of the city and its expenses.

The union on the other hand, placed into evidence, testimony of an expert witness (a CPA), who reviewed the same facts and figures that were reviewed by the city and it’s budget director. The result reached by that union expert was revealed to be that the city was not going to be in deficit, even if a greater increase in wage and benefits were placed into use by the city. Thus, on one hand we have an indication and unequivocal statement by the city that the city is “going broke” and on the other hand we have evidence by the expert provided by the union that the city is in a positive stance, without fear of deficit spending.

### III ISSUE DISCUSSION

The bargaining unit are the police officers of Willowick, Ohio. Willowick is a small, northeastern Ohio area which can be considered a suburb of the Greater Cleveland, Ohio area. It’s citizens are employed, generally, out of the community and Willowick can be properly named a “bedroom community”. The economic environment at the present time, of the entire northeastern Ohio, is one of job loss. That is a real problem. People are struggling with one or two jobs to keep their expenses paid.

As a result, the lack of income is also reflected in the city budget and the expenditures of the city. The police force is a major expenditure of the City of Willowick, Ohio, as are other police forces throughout the area in this particular city. They lie in an area which contains Eastlake, Mentor, Mentor of the Lake, Painesville, Wickliffe, Willoughby Hills and Willoughby, as well as Kirtland.

A fact finder, is regulated by the facts of the case as they are presented at hearing. It is true that the city financial officers are much more conservative in their approach than an outside accountant looking in on a budget. The budget director or fiscal director of the city must look not only at the present year's deficit spending if that occurs, but a determination must be made that the public authority will run out of money if there is continued deficit spending, no matter how great the principle at the outset. This was the attitude presented by the budget director of the City of Wickliffe. There is no doubt in my mind that the budget director has integrity and that her testimony was honest in all regards. This is the way she viewed the facts and figures as she has seen them through her experience and through the numbers that are quoted in her printout. None of the numbers in the documents presented were questioned. I suggest therefore that they are taken as true, as presented.

The city is offering a three-year contract at a rate of one percent increase per year. The union demands substantially more in their offer of settlement. Four percent per year for the

first year of a three year contract and further increases for the second and third year and an agreement of a three year contract. The certified public accountant of the union has questioned some of the discretionary funds priorities but the union has never questioned the integrity of the numbers as presented by the city. The union is questioning the conservative approach taken by the city in their offer of settlement in this particular matter.

I have watched the parties testify and there is no question in my mind that the union is much more liberal in their approach with public money than the city's approach. Both sides testified and the union is seeking a greater financial arrangement than the city is willing to offer. I note with interest that the cost of living has gone up 2.2 percent, approximately. I also note further, that of the active items that the union has on their agenda, they, for the most part, all involve money.

The only item that this fact-finder is willing to discuss is the wage increase request of the bargaining unit. All of the other topics and sub-topics will have to be held for negotiations down the road. Hopefully those further negotiations will take place in a robust time wherein the job loss has been recaptured. Therefore, I am dismissing all of the requests of the union and the city, except the request of a greater wage. That will be discussed further on down in this report.

Simply put, the economic environment of these negotiations is not very healthy. Given those thoughts and given the thought that the numbers, facts and figures were truthful as they were presented by the city, there has to be a recognition on the part of the union and the fact finder, that the city doesn't have sufficient funds to carry out robust wage increases in the amount desired by the union, nor to carry out greater benefits and fringes then already mandated. For that reason, I am dismissing, out of hand, all of the items except the wage increase that were sought by the parties in this particular matter.

#### IV WAGES

There is a piece of evidence placed into the record which is a memo from the International Secretary-Treasurer of the American Federal, State, County and Municipal Employees, AFL-CIO. That particular letter, which was not questioned, indicated and stated in clear and unambiguous language that the average wage increase received by members of that union over a twelve month period, was 2.579 percent. That was an important number for that union because the current minimum dues increase for that union was increased by that number. Thus, a giant international union has recognized the wage increases of a great number of their members. That number is therefore important to the determination of a wage increase to the member of the instant bargaining unit.

The city, by and through their evidence, has indicated and stated that they can not

afford anything more than a one percent increase. It must be recognized however, that the wage increase given across the area in which Willowick is found probably has a wage increase of two and a half percent, at least for the year just concluded. A figure of four-percent is greater than that of which is warranted both under the economic environment of the area and under the economic abilities of the city's budget. Therefore I make a fact-finding Award of two and a half percent per year increase for each of the three years of the contract. While it is less than the amount requested by the union and more than the one-percent offered by the city, it meets the test of realism by virtue of the cost of living information.

Simply put, a two and half percent increase, without any other benefits or fringes, seems to be available to the city by some small redistribution of its priorities. Based upon all of that, all of the analysis indicated above, the Award of two and a half percent per year, for each of three years, are hereby awarded by this fact finder.

I noted the comparables. The wage is comparable to the contiguous and adjacent communities, namely Willoughby, Mentor, Wickliffe, Eastlake, Willowick, Willoughby Hills, Painesville and Mentor on the Lake.

V AWARD

The bargaining unit is awarded two and a half percent per year increase for three years in wage without any other benefits or fringe changes.



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Marvin J. Feldman, Fact Finder

Made and entered  
this 11<sup>th</sup> day  
of August 2004.