STATE EMPLOYMENT
RELATIONS BOARD
2005 SEP 23 A 11: 29

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

September 21, 2005

In the Matter of Fact-Finding Between

THE CITY OF BARBERTON	)	Case Nos.: 04-MED-10-1052
	)	04-MED-10-1053
and	)	((Patrol Officers; Sgts. and Lts.)
	)	
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION	)	

APPEARANCES

For the City:

Robert J. Tscholl, Esq.	Attorney
Nicholas Codrea, Jr.	Consultant
Leon Ricks	Safety Director
Ray Flickinger	Finance Director
Elwood Palmer	Service Director

For the Union:

S. Randall Weltman	Attorney
Chris White	Ranking Officers' Unit Negotiating Team
Joe Nahas	Ranking Officers' Unit Negotiating Team
Robert Mingle	Patrol Officers' Unit Negotiating Team
Robert J. Lynn	Patrol Officers' Unit Negotiating Team

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the fact-finding proceeding between the City of Barberton(the "City") and the Ohio Patrolmen's Benevolent Association (the "Union" or "OPBA"), which represents the Patrol Officers and the Ranking Officers. The patrol officers' bargaining unit (OPBA Blue) consists of thirty-two (32) full-time patrol officers. The ranking officers' bargaining unit (OPBA Gold) consists of ten (10) full-time Sergeants and Lieutenants. The terms of the parties' collective bargaining agreements expired on December 31, 2004.

The parties began negotiations for new agreements in October 2004. They held eight bargaining sessions but were unable to reach agreement on all but a few issues. Impasse was declared and the parties proceeded to fact-finding.

Virginia Wallace-Curry was appointed fact-finder in this matter by SERB. The parties declined the fact-finder's offer to mediate the issues, and a hearing was held on June 17, 2005, at which time the parties were given full opportunity to present their respective positions on the issue. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

1. Past collectively bargaining agreements, if any, between the parties;

2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and 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 standard of public service;

4. The lawful authority of the public employer;

5. Any stipulations of the parties;

6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

UNRESOLVED ISSUES

The parties presented evidence and testimony on various unresolved issues regarding eight Articles of the Agreement.

1. Article 16 - Wage Rates and Compensation
2. Article 18 - Overtime and Court Time
3. Article 21 - Vacation
4. Article 22 - Uniform and Safety Equipment Payment
5. Article 25 - Medical Insurance
6. Article 28 - Leaves of Absences
7. Article 30 - Severance Pay
8. Article 32 - Duration

I. Article 16 - Wage Rates and Compensation

A. Wage Increases

City's Position. The City proposes wage increases of 0% for 2005, and a wage reopener for 2006 and 2007. The City's unionized firefighters and service employees have accepted the City's proposal, and the City asserts that the pattern should be followed for the police units.

Its argument on wages and all economic issues is an inability to pay, due to its precarious financial position. The City argues that its revenue stream has not kept up with expenses. From 1998 through 2004, income tax revenues, which are the major source of funding for the General Fund, grew

at a rate of .97%. During this same time, the City's aggregate Medical expenses increased by 84.88%. OPBA wages to both units increased at a rate of 4.12% versus total revenue which increased at a rate of 1.19%. The City carried over 20.33% of 1999 expenditures, but in 2004 it will carry over only 4.65% of expected 2005 expenditures.

The City asserts that the Barberton police wage rates are at the average for Summit County. Furthermore, because Barberton police have more paid time off than other police units, Barberton's effective hourly wage rate is higher that other units. The number of patrol officers has decreased over the years. If wages are increased, it will inevitably result in lay-offs. This will negatively impact the level of service to the citizens of Barberton.

The City strongly argued against any consideration of the Barberton Community Fund. It argues that the Community Fund is an autonomous organization which is not permitted to give grants to the City for general operating expenses, such as salaries. Although the City has some influence on the Board of Directors of the Fund, it does not control or dictate which grants are accepted.

Union's Position. The Union proposes wage increases of 3 ½ % for each year of the Agreement. It argues that the wage increase is necessary for the units to maintain their position relative to the other police units in Summit County. Of the 11 Summit County cities[1], Barberton ranks 8th in wages and in total compensation. The 2005 average wage increase for Summit County is running at 2.9%, so far. The City's proposal to give 0% increases would further erode the standing of the police units and put them in last place in Summit County.

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[1]Twinsburg, Tallmadge, Fairlawn, Stow, Norton, Hudson, Copley Township, Wadsworth, Cuyahoga Falls, Akron, and Barberton.

Furthermore, the Barberton officers are being asked to do more with less. The City's full-time police officers have gone from 47 in 1999 to 41 in 2005. Also, there have been significant reduction in programs such as AMHA patrol officers, the Reserve Officer program, the K-9 officer, DARE Officer and part-time Animal Control Officer. The reduced staff has experienced increases in calls for service, arrests, and index crimes. In addition, the City has annexed three square miles and has created Elson Pointe (low-income housing development), Glenbreigh Estates (upscale housing development) and Austin Villa's final phase of development. The City has added two industrial parkways and one medical complex. These have created additional burdens for the patrol officers, which are operating at reduced staffing levels.

The Union asserts that, for the last three negotiations with the police and fire units, the City has argued an inability to pay. This argument has been rejected by the neutrals at fact-finding and conciliation. The neutrals have found that the City overstates its financial crisis. The Union contends that the City does so again at this fact-finding.

The Union asserts that the importance of the Community Fund to the overall financial health of the City cannot be ignored. Although the Fund cannot be used to pay for salaries, the Fund can make grants to the City for other expenses, such as street repair, which the City would otherwise have to incur. This frees up revenues to be used for salaries. Although the Community Fund is separate from the City, the City has significant influence in the operation of the Fund. The Mayor and the City Council President are ex-officio, voting members of the Fund's Board of Directors.

The Union also rejects the City's argument regarding pattern bargaining. Both of the other unions which have settled with the City received benefits in other areas that are not applicable or

offered to the police units. The AFSCME service employees did not experience any rise in their health insurance costs. The firefighters maintained a minimum manning provision that virtually guarantees that firefighters earn significant overtime payments. Furthermore, these unions can reopen the wage issue and demand wage increases in year 2 and 3, should the police units receive more that 0%. They are in a no lose situation. This is not so with the police units.

Recommendation. It is recommended that both the patrol and ranking police units receive a 3% wage increase in each year of the Agreement.

The average increase for all Ohio police units for 2004 was 2.99%, and the average increase, thus far, for Summit County police units is 2.9%. Barberton police are close to the bottom of the ranking of Summit County police departments already. They need to have a 3% going rate increase just to keep their relative rank in the County. The patrol officers have been asked to do more with less. They should be compensated for their efforts.

The City's argument that the police should accept the same offer as the fire and service employees is rejected. As the Union stated, to accept a 0% increase, those units received other incentives that have not been offered here. In addition, those units may reopen the issue of wages should the police units receive a better offer than they accepted.

The Fact-finder believes that the City should have the funds available to pay for wage increases. The uncontested testimony and evidence of the Union was that the City is experiencing a growth in housing developments, including upscale housing, plus the addition of the industrial parkways and a medical complex. These should contribute to increased tax revenues, as well as demand for services. The presence of the Community Fund which is intended to enhance the services to City

residents is a strong incentive for continued development. Although the Community Fund cannot be used to pay for the City's operating expenses, the City can request grants to cover other expenses allowed by the Fund. This will free up money to the City to pay for wage increases. Furthermore, the proposed State cuts in Local Government Funds has not passed, and the City will have $258,000 more than anticipated when the financial tables and data were prepared for this fact-finding. The City has the ability to prioritize its spending and its contribution to various government funds. The picture does not look as bleak as the City presents, and the fact-finder believes the City can fund the raises recommended.

B. Field Training Officer Pay

Union's Position

The Union proposes adding a new section, 16.05, to provide Field Training Officers (FTOs) with one hour at time and one-half for each day they engage in training of a new officer. FTOs take on an obligation over and above being a Patrol Officer and should be compensated. They attend training to be a better FTO, supervise new officers and write reports. This is important work that needs to be compensated. FTO pay is common in police labor contracts as police departments recognize the need to recruit and reward employees who can train and evaluate new employees.

City's Position

The City rejects adding an additional financial burden to a City that is in severe financial straits. Being a field training officer is part of the duties of a Patrol Officer. This is an attempt to get more money for no reason.

Recommendation

The Union's proposal on FTO pay is not recommended. The Union did not present any testimony about the problems with recruiting individuals to serve as an FTO. FTO pay, although present in some police contracts, is certainly not a standard item. The City is experiencing difficult financial times, as the economic recovery has not reached this part of Ohio. Adding to the City's financial obligations by obligating FTO pay does not seem prudent at this time.

II. Article 18 - Overtime and Court Time

A. Hold Over Pay

Union's Position. The Union proposes that employees who are forced to work over twelve (12) consecutive hours or to come in to work on their scheduled day off be paid a premium beyond the overtime rate, i.e. double time. The City does not employ a sufficient number of police officers. This results in situations where employees are forced to work overtime to cover for both unexpected and expected shortages. Although this is infrequent, it happens and is disruptive to employees' lives. Management would have complete control over exposure to this benefit. This proposal addresses the problem by serving as a deterrent for poor planning and scheduling.

City's Position. The City opposes this additional compensation. It argues that the City does not have complete control over this benefit. If the situation dictates that another officer is needed to fully man a shift, the City has no choice but to assign that overtime. At this time, the budget does not permit the City to hire more employees.

Recommendation. Additional compensation is not the only option to solve the problem of poor planning and scheduling. The City could agree to use a good faith effort to exhaust other available

options before forcing an employee to work more than 12 consecutive hours or to work on his/her scheduled day off. The Union would have the option of filing a grievance in cases where good faith efforts were not used. This may have the desired deterrent effect without the financial obligation on the part of the Employer where no control is possible.

Recommended Contract Language

Section 18.1 (add)

The City agrees to use a good faith effort to exhaust other available options before forcing an employee to work more than 12 consecutive hours or to work on his/her scheduled day off.

B. Compensatory Time

City's Position. The City proposes two changes to Section 18.3. It proposes deleting language that allows compensatory time to be taken four (4) two (2) continuous days off of scheduled duty days. It also proposes to eliminate language that would allow one person to be off even if it creates overtime and substitute language that would deny compensatory time if it creates overtime, unless it is approved by the Chief of Police or his designee. The City argues that compensatory time is very expensive to the City. It is awarded at time and one-half and is expensive to pay for when a substitute must be obtained at overtime costs. The City seeks to eventually eliminate compensatory time and pay all overtime in cash.

Union's Position. The Union opposes any changes to compensatory time. It argues that, in 2003, the City actually saved nearly $50,000 and in 2004 nearly $55,000, by granting overtime under the current contract language. Only a fraction of the compensatory time taken required overtime replacement costs. Furthermore, limiting the use of compensatory time because it creates overtime is

prohibited. See *Beck v. City of Cleveland, Ohio,* 390 F. 3d 912 (Sixth Cir., 2004).

Recommendation. The City's proposal is not recommended. The City was not persuasive in making its case for further restrictions on the use of compensatory time. The City actually saved money by granting compensatory, even with the overtime costs to employ substitutes.

The language proposed by the City would virtually eliminate the use of compensatory time and, in essence, force employees to take all overtime in cash only. Compensatory time is intended not only to save an employer overtime payments, but to allow employees time off the job to compensate for extra hours worked. The total elimination of compensatory time would defeat these goals.

The Sixth Circuit's decision in *Beck* states that an employer may not deny the use of compensatory time merely because it causes overtime, *unless the parties agree otherwise*. The parties in this case have already agreed to limit the use of compensatory time to no more than one employee at a time, thereby limiting the City's liability to pay overtime for substitutes. Further restrictions on the use of compensatory time do not appear to be necessary and, at the very least, should be the result of bargaining, not recommended by a Fact-finder or imposed by a conciliator.

C. Court Time

Union's Position. The Union proposes increasing the court time minimum to four (4) hours for second-shift employees who must attend court before 10:00 a.m. and third-shift employees who must attend court before 1:00 p.m. The Union asserts that the firefighters have a similar provision whereby they get paid a minimum of four hours if they have to make two appearances in one day. For the second and third shift employees, appearing for court is like making two appearances in one day. Court is held during their sleep time and the City should compensate employees for the disruption.

City's Position. The City opposes the additional compensation. Employees are already well compensated. Adding to the City's costs in these dire financial times eventually affects the public service the City is able to provide.

Recommendation. The Union's proposal is not recommended. Employees are already compensated a minimum of three hours for court time, and the Union failed to put forth compelling reason to increase the compensation. Like the firefighters' contract, the parties agreement already contains a provision whereby police officers who make two appearances in one day, one in the morning and one in the afternoon, are entitled to a minimum of six (6), not four, hours of pay.

D. Extra Details.

City's Position. The City proposes adding the sentence, "The scheduling and working of extra details shall conform to Barberton Police Department Rules and Regulations," to the paragraph allowing officers to work extra details for private citizens, businesses and public entities. The City cites abuses of the privilege of working extra details and wants employees to be subject to the same standards as when they are on duty as police officers for the City, such as showing up on time.

Union's Position. The Union opposes the additional language. It argues that the language is too vague and unnecessary. The extra detail program is administered by the bargaining unit and disciplinary action will be imposed when an employee fails to show up and work the detail. The Chief has been irked by a few incidents which were in the control of the third party.

Recommendation. The City's language is not recommended. It is indeed too broad and may conflict with the administrative rules of the program (such as assignment of work) or with the wishes of the third party for whom the detail is being provided.

III. Article 21 - Vacation (Blue Unit only)

Union's Position. The Union proposing clarifying the practice that is already "normally" permitted. At present, the normal minimum manning is five persons a shift. This includes patrol officer and ranking officers. When no supervisors are off, then two patrol officers may be on vacation. The Union would like to codify that language by ensuring that the Agreement allows two patrol officers to be off on vacation at one time. Currently, the firefighters are permitted to have two 24 hour blocks of vacation available per 24 hour shift, which is two members per shift.

City's Position. The City would like to increase by one the number of police officers that are on duty on each of the two time periods mentioned in 21.2(E) of the patrol agreement. The City also proposes that only one patrol officer be permitted to be off on vacation leave per shift. This would reduce the amount of overtime.

Recommendation. Neither party's proposal is recommended. The Union did not present any evidence that the current language is "normally" not working and there is a need to change it. Also, in regards to the firefighters' contract, it is not clear whether the provision about two firefighters permitted to be off on vacation at the same time includes supervisors or not. Nor was there any information about minimum manning requirements for the fire department.

The City's proposal is too restrictive. The language of the City would reduce the number of employees "normally" on vacation now. Such a restriction would severely reduce the most popular time periods for vacations. The City did not present evidence that the overtime burden connected with vacation time is onerous.

IV. Article 22 (Blue); Article 21 (Gold) - Uniform and Safety Equipment Payment

Union's Position. The Union proposes increasing the uniform allowance from $1,000 to $1,500 a year. The Union argues that the costs of uniforms has risen over the past three years and is anticipated to rise in the next three years. Furthermore, uniform allowance is an important and useful component of the pay packages for public safety officers. Slotting money into their uniform allowance permits employers to provide compensation to certain employees in a way other than through the base wage. Although the firefighters' uniform allowance is $1,000, the City pays for safety equipment for firefighters, which it does not for police. That saving for the police department can be passed on to the police officers.

City's Position. The City opposes an increase in the uniform allowance. The Union presented no evidence that there was anything other than the normal inflationary increases to uniform costs. The firefighters receive the same uniform allowances, which did not increase with their new contract. The uniform allowance is a way of increasing compensation which the City is not in a position to do at this time.

Recommendation. The Union's proposal is not recommended. The internal comparables and the external comparables, as well as the City's financial situation, do not warrant an increase in the uniform allowance. The City's firefighter's uniform allowance is the same as the police officer's, $1,000. Among the Summit County cities, Barberton has the third highest uniform allowance, with the first and second highest begin Akron at $1,225 and Cuyahoga Falls at $1,050. An increase of $500 per year seems excessive for a City facing flat revenues and increasing costs, such as health care.

V. Article 25(Blue); Article 24(Gold) - Medical Insurance

City's Position. The City proposes various changes to the current health care insurance plan. It proposes that, effective April 1, 2005, bargaining unit employees shall contribute, via payroll deduction, $25.00 per pay period for family coverage and $15 per pay period for single coverage. The City agrees to establish a Section 125 plan so that such deductions will be paid with pre-tax dollars. In addition, the City proposes the following increases in deductibles for prescription drugs: generic drugs - $10.00 deductible; brand name drugs - $15.00 deductible; brand name drugs without a generic available - $10.00 deductible; mail order drugs - one deductible for an up to 90 day supply. The vision coverage maximum would be reduced from $500.00 to $250.00. The City would also attempt to steer citizens to Barberton Citizens Hospital in order to obtain deeper discounts from the hospital.

The City asserts that increases in the employee's contribution to their health care is necessary to help the City absorb the rising cost of health care. All non-AFSCME City employees, including 46 Fire Department employees and 60+ non-bargaining unit employees contribute these exact amounts to their health care insurance coverage.

The City proposes no change to Retiree Coverage or Surviving Spouse Coverage.

Union's Position. The Union rejects the City's proposal. The City proposes to add an employee contribution that goes from zero annually to $600.00 annually. The proposed contribution amounts to approximately 1.2% of the current Patrol Officer's base rate. The City's proposal is not only excessive, it is ill-designed. Collecting funds from employees does not address the employees' usage of health care, a key element of premium cost control.

The Union proposes adjustments to the current benefits that are useful to the beneficiary but not

costly to the City. It proposes that the employee contribution remain at $0 and that prescribed birth control be included in covered prescriptions.

The Union proposes changes to the Retiree Coverage by allowing the maximum amounts paid by the City to retirees for health insurance deductibles to be used for any of the retiree's medical costs. Currently, the City reimburses health insurance deductibles for coverage as provided by the Police and Firemen's Pension and Disability Fund up to $500 for single and $750 for family coverage.

The Union also proposes that the City pay the full premium costs of continuing medical insurance for the surviving spouse or dependents of deceased active employees, rather than just one-half of the premium costs.

Recommendations. It is recommended that an employee contribution to the health insurance plan be phased in over the life of the Agreement. Employees will contribute $5.00 for single; $15.00 per pay, effective April 15, 2005; $10.00 and $20.00 (respectively) per pay, effective January 1, 2006; and $15.00 and $25.00 (respectively) per pay, effective January 1, 2007, under a Section 125 plan established by the City, so that premium contributions will be made with pre-tax dollars. The Employer's prescription drug plan is recommended: generic drugs - $10.00 deductible; brand name drugs - $15.00 deductible; brand name drugs without a generic available - $10.00 deductible; mail order drugs - one deductible for an up to 90 day supply. Vision care maximums will be reduced to $250 per year. No changes are recommended to the Retiree Coverage or Surviving Spouse Coverage provisions.

If the City's proposal were implemented fully in the first year of the Agreement, an employee with family coverage would receive minimally only 60% of a 3% wage increase. This percentage would

maximum of $250. Although many public employers are increasingly asking employees to contribute to the cost of their health care, a jump from $0 to $600 in one year seems very excessive and burdensome to employees.

The City is self-insured and, according to the Union's undisputed testimony, is incurring very high administrative costs with the third party administrator it employs. In a meeting with the City's unions in January 2004, the Mayor estimated that a change from the current self-insured plan to Medical Mutual would save the City nearly $400,000, but the change was never made. The employees should not be made to pay for the City's failure to take advantage of the savings.

Furthermore, as the Union points out, asking for employee contributions to premiums is not the most effective way to reduce health care costs. It is employees' usage of medical services that adds to the cost of health care. As a self-insured entity, the City would be wise to set up a joint labor-management Health Care Committee to address ways to let employees assess their level of risk and coverage needed. This approach has been very successful in some municipalities.

The Union's proposed additions to health care coverage are not recommended. The Union did not present evidence to support their contention that prescription birth control is routinely covered by prescription plans. Neither did the Union present any evidence or testimony regarding the necessity for or financial impact to the City with respect to the proposals for Retirees or Surviving Spouse Coverage.

Recommended Contract Language

Section 25.1/24.1. **Coverage and Premium.** Upon the first day of the month following the completion of one (1) month of service, medical, dental, vision and prescription coverage shall apply to full-time bargaining unit members, their spouses and eligible dependents. **The employee agrees to pay $5.00 for single and $15.00 for family coverage per pay, effective April 15, 2005; $10.00 for single and**

and eligible dependents. **The employee agrees to pay $5.00 for single and $15.00 for family coverage per pay, effective April 15, 2005; $10.00 for single and $20.00 for family coverage per pay, effective January 1, 2006; and $15.00 for single and $25.00 for family coverage per pay, effective January 1, 2007, under a Section 125 plan established by the City, so that premium contributions will be made with pre-tax dollars.**

Section 25.4/24.4. Changes in Coverage. The Employer reserved the right to adopt a plan of self-insurance/self-administered coverage. The Employer will give reasonable notice of changes n the name of the carrier either in writing or through a broadcast of employee benefit material. **Effective April 1, 2005, the coverage changes as outlined in Appendix D attached to this Agreement shall become effective. The current plan, including the Appendix D coverage changes shall be continued for the duration of this Agreement.**

Appendix D (changes only)

Prescription Drug Program

Generic drugs - $10.00 deductible;
Brand name drugs - $15.00 deductible;
Brand name drugs without a generic available - $10.00 deductible;
Mail order drugs - one deductible for an up to 90 day supply.

Vision Care

$250 Maximum

VI. Article 28 (Blue); Article 27(Gold) - Leaves of Absence

Union's Position. The Union proposes a change to one of the two Personal Leave days already in the Agreement. Currently, the Agreement provides for one restricted day and one unrestricted day of leave. The Union proposes changing the restricted day of leave to an unrestricted day of leave, making both days unrestricted. This would provide more flexibility in the employee's ability to get time off without being too costly to the City.

City's Position. The City opposes changing the restricted day to unrestricted. It reiterates its earlier argument regarding the tremendous cost the City already incurs in overtime payments.

Recommendation. The Union's proposal is not recommended. Another unrestricted day of leave would add to the overtime costs to the City. The City has made vociferous arguments about its incurring overtime costs when scheduling comp time as well as vacation time. Both of their proposals to limit comp time and vacation time have already been rejected, retaining as much flexibility as in the previous contracts. It does not seem prudent to recommend adding to the problems of scheduling and overtime costs without more compelling reasons and evidence than the Union's wish to improve its flexibility in taking time off.

VII. Article 30 - Severance and Retirement Benefits

Union's Position. The Union proposes increasing the maximum number of days of accumulated sick leave that an employee may cash out upon retirement. Currently, the maximum number of days of accumulated sick time is 90, plus 1.8 days for each completed year of service (up to a max of 45 days with 25 years or more) for a total of 135 eight hour days. The Union proposes increasing the number used in the formula for calculating the total to a maximum number of 150 days of accumulated sick leave. The Union argues that the firefighters' maximum sick leave cash out is the equivalent of 155 eight hour days. It also asserts that employees should be rewarded for not using sick leave and saving the City money in overtime replacement costs.

City's Position. The City opposes any increase in sick leave cash out benefits. It argues that sick leave is a benefit available to the employee to be used for being sick, not as a retirement benefit. Paying out large sums in sick leave cash out is not longer seen as necessary because public employees

are now well paid with good benefits. Also, the police officers' sick leave cash outs cannot be compared to firefighters sick leave cash outs. The firefighters traded increases in sick leave cash out for health care benefits. Thirty percent of firefighters do not have retiree health care coverage. The calculation of cash out benefits are also not comparable. Firefighters rate of pay is lower because of the 48 hour work week. Also, in order to achieve the maximum number of hours of cash out, firefighters have to work over 25 years. Police officers reach their maximum with 25 years of service.

Recommendation. The Union's proposal is not recommended. While the data presented by the Union shows that the majority of other Summit County communities have a higher maximum number of accumulated sick leave days a police officer may cash out, it does not show whether the number of years worked is also factored into the formula, as it is in Barberton. The maximum number of days that a Barberton police officer may cash out is 135, when the years of service are factored in. This number, 135 days, is even grater than the 120 days, which is the most frequent number of maximum hours in these other communities.

Also, the City presented persuasive arguments for the firefighters' cash out being greater, i.e. lower hourly rate and lack of retiree health care benefits for 30% of employees. In addition, the maximum number of hours a firefighter may cash out requires more years of service, more like 30 years as opposed to 25 years for police officers.

VIII. Article 32 (Blue); Article 31 (Gold) - Duration

The Union argues that this Agreement should run for three years January 1, 2005 through December 31, 2007. The City proposed that the Agreement be for only one year with wage reopeners in 2006 and 2007. Because the wage increases recommended above are for 3% for each of three

years, this settles the issue of duration. It is recommended that the duration run from January 1, 2005 to December 31, 2007.

Recommended Contract Language

Section 32.1/Section 31.2. Term. This agreement shall be effective January 1, 2005 to and including December 31, 2007 and shall continue on a year-to-year basis thereafter, unless within sixty (60) days prior to the termination date either party desires to renegotiate or terminate the agreement. The covenants and agreements herein contained shall bind and ensure to the benefit of the parties and their representatives, successors and assigns.

Submitted by: Virginia Wallace Curry

Virginia Wallace-Curry
Fact-Finder

September 21, 2005
Cuyahoga County, Ohio