

# FACT FINDER'S REPORT

IN THE MATTER OF:

Fraternal Order of Police, Ohio Labor Council Inc.  
And  
Central State University

Case Number:  
05-MED-08-0791

Before Fact Finder  
N. Eugene Brundige

STATE EMPLOYMENT  
RELATIONS BOARD  
2006 JUN 14 A 11:48

PRESENTED TO:

Edward E. Taylor, Administrator  
Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup>. Floor  
Columbus, Ohio 43215-4213

And

Ross Rader, Representative  
Fraternal Order of Police/OLC Inc.  
222 East Town Street  
Columbus, OH 43215-4611  
[rossrader@sbcglobal.net](mailto:rossrader@sbcglobal.net)

And

Andrew C. Hughey, General Counsel  
Central State University  
1400 Brush Row Rd., P.O. Box 1004  
Wilberforce, OH 45384  
[ahughey@csu.ces.edu](mailto:ahughey@csu.ces.edu)

N. Eugene Brundige was selected by the parties to serve as Fact Finder in the above referenced case and duly appointed by the State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14 C (3). The Fact Finder was notified of the appointment by letter dated November 7, 2005.

The parties informed the Fact Finder that time extensions would be filed. A hearing date of April 11, 2006, was established. Pursuant to the Ohio Revised Code and Administrative Rules, a good faith effort was made to resolve the remaining issues through mediation. The parties were unable to reach a mediated settlement. A hearing was conducted.

The parties timely filed the required pre-hearing briefs.

In their pre-hearing filings one or more of the parties identified the following issues, and/or contract provisions as being unresolved:

**ARTICLE 10 No Strike/ No Lockout**

**ARTICLE 39 Wages**

At the hearing the parties were able to resolve Article 10 and thus the only issue before this Fact Finder is the matter of wages.

The parties originally agreed that the Report of the Fact Finder would be submitted by May 8, 2006. The parties graciously agreed to extend the deadline until June 12, 2006, due to a death in the Fact Finder's family.

Also at the hearing the parties executed an agreement wherein they waived overnight delivery of the *Recommendation and Report*.

**BACKGROUND:**

Central State is the smallest state university in Ohio. It is located on a beautiful rural campus in Greene County. The campus is primarily residential.

The University is protected by its own police department consisting of nine officers (including two part-time) and two sergeants. The Chief is Tyree Broomfield.

The Central State Police Department performs all traditional policing duties including patrolling, arrests, and transporting and prosecution of violators. The campus is protected seven days a week, twenty four hours per day. The officers work four ten hour shifts per week.

**POSITION OF THE FOP:**

It is the position of the FOP that members of this bargaining unit are significantly underpaid. To remedy this problem the FOP proposes that the current fixed salary for police officers be replaced with a five step pay scale.

The FOP notes that no other department pays all officers the same wage without regard to their tenure with the department.

The current salary for a Police Officer 1 is \$12.30 per hour. The FOP calculates that this is nearly 45% lower than other area law enforcement departments and 14% lower than the comparable state universities.<sup>1</sup>

FOP proffers an argument that the composition of the student body of Central State presents a unique challenge to law enforcement. It advances a list

---

<sup>1</sup> The FOP uses five State Universities as its comparable universe: Bowling Green, Cleveland State, Toledo, Wright State, and Youngstown State.

of felony crimes that have been handled by the Central State Police Department and notes that these same crimes are handled by most urban police agencies.

The FOP believes the setting of Central State University also increases the danger to its officers due to the distance from the next available police backup.

The bargaining unit representative advances a novel argument by comparing the pay of various university police departments to the crime rate at each institution.

Other comparables offered by the FOP include three area police organizations: Fairborn, Greene County Sheriff's Office, and Xenia. The FOP notes that the average pay for a comparable officer in these three jurisdictions is \$25.96 per hour compared to \$12.30 for a Central State Officer.

The five state university comparisons show an average hourly pay of \$15.47 compared to the \$12.30 at Central State.

In an attempt to provide some internal comparables, the FOP cites a number of university positions including Administrative Assistants, Electricians, Painters, Plumbers, Carpenters, Machine Operators, and Payroll Clerks. All classifications cited pay a significantly higher hourly rate than the \$12.30 paid to a Police Officer 1.<sup>2</sup>

In support of its position the FOP provided the Fact Finder with excerpts of a Fact Finding recommendation by Raymond J. Navarre including a series of hourly *adjustment increases* for police officers at Bowling Green State University.

---

<sup>2</sup> Even though there is a Police Officer II classification, there are no incumbents in that position.

The FOP notes that employees would receive their proposed increases on their anniversary date and thus the University should be able to better absorb the increased costs.

**POSITION OF THE UNIVERSITY:**

The University has proposed a 2% per year increase in the base salary of Police Officers and Sergeants.

It argues that the University simply cannot afford to offer more to this Bargaining Unit and is facing a very difficult financial situation primarily based on the current enrollment and declining state revenues. The University notes that enrollment has been growing from year to year from 2001 forward. In 2004 it had a total of 1,820 students with an FTE<sup>3</sup> count of 1,824.

Based upon these numbers the University budgeted for 2,000 students in the 2005 academic year. The actual enrollment fell far short of that number. Only 1623 students enrolled and the FTE count was 1,425. This was 10.8% below the expected headcount, and 18.8% below the budgeted amount. Tuition increased during this time due to the State of Ohio reducing funding to the University.

The University argues that there really are no comparables among the other state universities. Central State is about one tenth of the average size of Ohio state universities. The only one that is close is Shawnee State and it has nearly twice as many students.

---

<sup>3</sup> FTE = Full time equivalent

The budget is even proportionally smaller due to the desire of the Trustees and Administration to keep tuition as low as possible to make education accessible to more students.

The University notes that in addition to the enrollment decline, state support is expected to be cut by an additional \$627,441 or 3.9% in fiscal 2007.

The University provided testimony that it has implemented strict cost control measures, included restraint in filling vacant positions, and has declined to grant wage increases for any employees except the faculty.

In regard to internal comparables, the University notes that the faculty accepted a contract which provides first year increases of 2%.

At the current time the University anticipates a year end balance of only seventy thousand dollars compared to a budget of over thirty million.

The position offered by the University in its pre hearing submission was 2% across the board increases with a re-opener in the second and third years of the Agreement. At the hearing the University representative stated that the Employer could offer a 2% increase in the first year with a 4% increase in the second and third years of the Agreement.

The University explained the requirements of Senate Bill 6 ratios as they relate to the long term fiscal health of the organization. The University needs to keep its ratios at 1.75 or above in order to keep off the *Fiscal Watch* requirements of the State.

Based upon its current financial situation, the University asks the Fact Finder to recommend its wage proposal.

The University has moved from the quarter system to the semester system. The second semester of the academic year showed a further decline in enrollment.

The University notes that it has agreed to other economic benefits for these employees. These include increases in the uniform allowance, shift differentials, and higher education pay.

#### **FINDING OF FACT AND DISCUSSION:**

By any measurement considered, the members of this bargaining unit are underpaid.

But the proposal of the FOP would overextend the University and would work a financial hardship on the University.

The University is facing significant financial difficulty in the current fiscal year and must increase enrollment or face even more significant financial problems in the future.

The fact that this is a very small unit is seen from very different perspectives by the parties. The FOP argues that the small number of people involved allows the University to make some major adjustments without a major outlay of funds.

The University sees a very small unit that should not receive a disproportionate share of University funds especially in this very tight economic situation. It fears large increases would set a pattern for others within the University community.

One of the most difficult issues for this fact finder is the one salary for all persons within a classification notwithstanding any other criteria. This is very unusual in the collective bargaining context.

The University seems to have a very professional police force even with the very low salaries.

I would conclude that this is due, in part, to the educational benefits available to bargaining unit members.

Based upon the realities of the current situation and the very low pay rates currently in place, I recommend the following.

In the first year of the Agreement I find myself in sympathy with the University and its current financial position. Even though the amount is grossly inadequate, I recommend a 2% increase.

Having noted the current situation, it is unfair to think that the University can continue to underpay its police officers at the rate it has in the past.

It does appear to this Fact Finder that no one at Central State seems to be making the wages they would be receiving in comparable situations. This is likely due to the commitment of individuals who believe in the unique mission of the University and their dedication to serving the students.

Thus, I cannot recommend the major adjustments that would achieve equity with area police agencies or other state universities, but some steps in that direction need to be taken.

In the second year of the Agreement I recommend a 4% across the board increase plus the addition of a step increase for those officers who have served

at least five years at Central State. This increase would add an additional 2% for affected individuals.

In the third year I recommend a 4% across the board increase including those who qualify for the newly added step plus one additional step after ten years of service. This step would also be 2% greater than the previous step.

Sergeants would receive the same percentage increases and the additional steps after five and ten years of service as a Sergeant at Central State. The 2 % adjustment in the current year should assist the University to survive the current budget crisis. The larger amounts and the addition of new steps should permit bargaining unit members to make some limited progress toward achieving more adequate pay rates. It also provides some incentive for career officers to stay with the Department and the University.

I recommend Article 39 read as follows:

***This Article is the sole source of rights and obligations of the parties to this Agreement concerning wages with exception to those provisions set forth in.***

***Article 22 Hours of work, overtime and shift differentials.***

***Article 26 Call Back/ Call-In Pay***

***Article 35 Higher Education Pay***

***Article 38 Court time and Appearances.***

***All compensation items listed in this Article shall be effective November 1, 2005.***

**Effective November 1, 2005, Bargaining Unit Members will be paid in accordance with the pay plan set forth in this Agreement.**

**All payments discussed in this Article shall be subject to deductions for all applicable tax and retirement withholdings.**

**PAY PLAN:**

**Police Officer 1:**

**First year of the Agreement                      2% increase                      \$12.55 per hour**

**Second year of the Agreement                      4% increase for those officers serving less than 5 years as a Police Officer at Central State University \$13.05 per hour**

**Those Police Officers serving five or more years                      \$13.31 per hour.**

**Third year of the Agreement,                      4 % increase for all officers serving less than five years as a Police Officer at Central State University or \$ 13.57 per hour.**

**Those Officers serving more than five years and less than ten years, \$13.84 per hour.**

**In the Third year of the Agreement those Police Officers serving ten or more years as a Police Officer at Central State shall receive \$14.12 per hour.**

**Police Officer 2: (Based upon the testimony it appears that the University does not intend to utilize the classification of Police Officer 2 thus I have not recommended specific increases. If the Classification is to be utilized then the increases should reflect the same percentage increases.)**

**Sergeants:**

**First year of the Agreement                      2% increase                      \$17.54 per hour**

**Second year of the Agreement 4% increase for those Sergeants serving less than 5 years as a Sergeant at Central State University or \$18.25 per hour.**

**Those Sergeants serving five or more years as a Sergeant at Central State \$18.62 per hour.**

**Third year of the Agreement 4 % increase for all Sergeants serving less than five years as a Sergeant at Central State University or \$ 18.98 per hour.**

**Those Sergeants serving more than five years and less than ten years, as a Sergeant at Central State \$ 19.74 per hour.**

**In the Third year of the agreement those Sergeants serving ten or more years as a Sergeant at Central State shall receive \$ 20.13 per hour.**

**Police Officer Pay Table**

<b>Year</b>	<b>0-5 years service</b>	<b>5-10 years service</b>	<b>10 + years service</b>
<b>First year</b>	<b>\$ 12.55</b>	<b>\$ 12.55</b>	<b>\$ 12.55</b>
<b>Second year</b>	<b>\$ 13.05</b>	<b>\$13.31</b>	<b>\$ 13.31</b>
<b>Third year</b>	<b>\$ 13.57</b>	<b>\$ 13.84</b>	<b>\$ 14.12</b>

**Sergeants Pay Table**

<b>Year</b>	<b>0-5 years service</b>	<b>5-10 years service</b>	<b>10 + years service</b>
<b>First year</b>	<b>\$ 17.54</b>	<b>\$ 17.54</b>	<b>\$ 17.54</b>
<b>Second year</b>	<b>\$ 18.25</b>	<b>\$ 18.62</b>	<b>\$ 18.62</b>
<b>Third year</b>	<b>\$ 18.98</b>	<b>\$ 19.74</b>	<b>\$ 20.13</b>

**SUMMARY:**

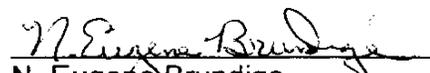
After giving due consideration to the positions and arguments of the parties and to the criteria enumerated on SERB Rule 4117-9-05(J) the Fact Finder recommends the provisions as enumerated herein.

In addition, all Agreements previously reached by and between the parties and tentative agreed to, along with any sections of the current Agreement not negotiated and/or changed, are hereby incorporated by reference into this Fact

<sup>4</sup> It is the intent of this recommendation to add one step at the five year level in year two of the agreement and a second step at the ten year level in year three. These steps should be 2% greater than the previous step. If the Fact Finder has made a mathematical error, the parties are urged to mutually agree to its correction.

Finding Report, and should be included in the resulting Collective Bargaining Agreement.

Respectfully submitted and issued at London, Ohio this 12<sup>th</sup>. Day of June, 2006.

  
N. Eugene Brundige,  
Fact Finder

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing **Fact Finder's Report** was served by electronic mail and regular U. S. Mail upon Ross Rader, Representative, Fraternal Order of Police/ Ohio Labor Council Inc., 222 East Town Street, Columbus, OH 43215-4611, ([rossrader@sbcglobal.net](mailto:rossrader@sbcglobal.net)) and Andrew C. Hughey, General Counsel, Central State University, 1400 Brush Row Rd., P. O. Box 1004, Wilberforce, OH 45384 ([ahughey@csu.ces.edu](mailto:ahughey@csu.ces.edu)) and by regular U.S. Mail upon Edward E. Taylor, Administrator of the Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12<sup>th</sup>. Floor, Columbus, Ohio 43215-4213, this 12<sup>th</sup> Day of June, 2006.

  
N. Eugene Brundige,  
Fact Finder



UNITED STATES  
POSTAL SERVICE

U.S. POSTAGE  
PAID  
AMOUNT LAKESIDE MARBLE, OH  
43440  
\$1.11 JUN 12 '06  
00013358-03  
43215



0000

N. Eugene Brundige, Fact Finder  
1870 Shoshone Drive  
London, Ohio 43140-9020

POST OFFICE

Edward E. Taylor, Administrator  
SERB Bureau of Mediation  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213