

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

**FACT-FINDING PROCEEDING  
06-MED-08-0895**

**The Ohio Patrolmen's Benevolent Association,  
Employee Organization**

**and**

**City of Perrysburg,  
Employer**

STATE EMPLOYMENT  
RELATIONS BOARD  
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**REPORT AND RECOMMENDATIONS OF THE FACT-FINDER**

**Daniel N. Kosanovich  
ISSUED: February 12, 2007**

**Appearances:**

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## **REPORT AND RECOMMENDATIONS**

### **I. Background**

The bargaining unit in this case consists of all full-time and regular part-time patrol officers, but excluding the chief, dispatchers, and all other employees in the City of Perrysburg. There are approximately 23 patrol officers in the bargaining unit.

Until August 2006, this bargaining unit was represented by the Fraternal Order of Police, Ohio Labor Council, Inc. The City of Perrysburg and the Fraternal Order of Police, Ohio Labor Council, Inc. were parties signatory to a collective bargaining agreement with an effective date of May 5, 2003 and an expiration date of February 28, 2006.

The record indicates that a consent election was held on July 11, 2006 and the OPBA was certified as the bargaining representative for the unit described above on August 16, 2006. The OPBA (replacing the FOP, OLC, Inc.) served a notice to negotiate upon the City on August 24, 2006. The parties met on that day to discuss ground rules and exchange proposals.

In addition, the parties met on September 15, September 19, September 28, October 10, October 16, October 26, and November 13. The parties also met on December 5<sup>th</sup> with SERB Mediator Craig Young. There was a final negotiation session held on January 9, 2007.

The evidence submitted at the hearing indicates the parties reached a tentative agreement on all but two issues. Issue #1 involves the rate of pay, as well as, the pay matrix. Issue #2 involves the matter of longevity pay.<sup>1</sup>

The undersigned was appointed to serve as fact-finder in the above referenced matter pursuant to the Ohio Revised Code, Section 4117.14 (C) (3). Said notice was dated November 6, 2006. The fact-finding hearing was conducted on January 18, 2007 at the Perrysburg Police Department at Perrysburg, Ohio.

At the outset of the hearing, the undersigned offered to mediate the outstanding issues and the parties accepted. Unfortunately, the mediation effort was unsuccessful. During the course of the hearing the parties were given an opportunity to present evidence in support of their prospective positions on both issues. At the conclusion of the hearing it was agreed that the fact-finding report would issue on February 12, 2007.

## **II. Criteria**

In compliance with the Ohio Revised Code, Section 4117.14 (G) (7), and the Ohio Administrative Code, Section 4117-95-05 (J), the fact-finder considered the following criteria in making the recommendations contained in this Report:

1. Past collectively bargained agreements between the parties;
2. Comparison of unresolved issues relative to the employees and the bargaining units with those issues related to other public and private employers in comparable work, given consideration to factors peculiar to the area and classification involved;

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<sup>1</sup> The parties have agreed to the amount of the longevity pay; however, the Union seeks to commence longevity pay after 6 years of service rather than 10 years of service to be consistent with its proposal to shorten the pay matrix.

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 normal standards of public service;
4. Lawful authority of the public employer;
5. Stipulations of the parties; and,
6. Such factors not defined to those above which are normally and traditionally taken into consideration.

### **III. Findings and Recommendations**

#### *Issue #1 – Wages*

##### **OPBA's Position**

The OPBA's position is gleaned from its position statement submitted prior to fact-finding. "The Union's proposal for Classifications and Rates of Pay addresses the length of the pay matrix and annual increases. Presently, it takes 10 years for an officer to reach the top rate of pay. The Union proposes maintaining the present pay matrix for 2006, with a conversion to a shortened pay matrix of six years in 2007... A six year period for reaching the top rate of pay is reasonable in this case as it is consistent with the time frame for reaching top pay at other comparable law enforcement agencies.

In recognition of the cost impact of a compression of the pay matrix, the Union proposes a 5% lump sum payment based on each officer's base rate pay for 2006. This lump sum payment is significant because it helps make the compression of the pay matrix affordable for the City by eliminating the cost associated with compounding of future pay increases. Beyond that, the 3.5% increase the Union proposes for 2007-2008 are comparable increases received by similarly situated law enforcement agencies, are

consistent with increases of the cost of living, and are needed in order to prevent Perrysburg officers from lagging further behind other departments in terms of wages earned. Finally, the OPBA believes the City can afford its wage and pay classification proposal.”

### **City's Position**

The City's position is gleaned from its position statement submitted prior to the fact-finding hearing. “The City would accept a recommendation of the Fact-Finder that it grant wage increases on the existing matrix with 2.75% effective with the first full pay period commencing in March, 2006, 3% effective the first full pay period commencing in March, 2007, and a 2.75% increase effective the first full pay period commencing in March, 2008.

The City would also accept a recommendation of the Fact-Finder that the pay matrix be compressed, as proposed by the Union, with no wage increases in the first year but with wage increases of 2.15%, effective the first full pay period commencing in March, 2007, and 2.75%, effective the first full pay period commencing in March, 2008.”

### **RECOMMENDATION**

In this case, the Union is seeking a major revision of the compensation structure. The Union's proposal envisions collapsing the pay matrix, which will enable the patrol officer to reach the top of the pay scale in six years rather than 10 years as currently provided for in the contract. Additionally, the accelerated rate pace of reaching the top of the pay scale is accompanied by a proposal for a lump sum payment to each officer equal to 5% of that patrol officer's yearly compensation. Finally, the Union is seeking 3.5% wage increases in the second and third years of the contract.

The Union justifies its position on the following bases:

1. The City has financial wherewithal to administer and finance the Union's proposals;
2. The Union's proposal falls within the parameters of the City's self-imposed financial constraints<sup>2</sup>;
3. If the Union's proposal becomes effective, the Perrysburg patrol officers would compare favorably to officers in jurisdictions in the relative geographic area; and
4. Attracting new talent as well as retaining the skill sets of the most experienced officers would be aided by accepting the Union's proposal.

The City has put forth alternative proposals in response to the Union's demands. The first proposal calls for a percentage wage increase in each of the three years of the agreement. The second proposal attempts to accommodate the Union's accelerated pay scale proposal, but with a wage freeze in year one of the contract; a 2.15% wage increase in the second year along with a collapsed pay matrix; and a 2.75% wage increase in year three of the agreement.

The City asserts that both of the proposals address the needs of the Union while at the same time keeps faith with the overriding principle that the patrol officers bargaining unit be treated equitably when compared with other bargaining unit employees of the City, especially other safety force bargaining units. In fact, the position is so strongly held by the City that in its pre-hearing submission the City offered the following assessment. "Any recommendation that violates this principal [sic] will be regarded by the City as unacceptable and its council will be advised to reject it."

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<sup>2</sup> The City denies the Union's assertion on this point.

At first blush, the parties positions may appear to be irreconcilable, however, common ground does exist which provides a foundation upon which a resolution can be built. The task at hand is to balance the express interest of the parties within a framework which recognizes the parameters each as identified.

First of all, the patrol officers have not had a contract for almost one year to date. Translated, that means that the bargaining unit has been without an increase in compensation over that period of time. One should not engage in attribution when assessing this situation. The delay resulted from the operation of the collective bargaining and election processes. It must be noted that the predecessor contract expired in its terms on February 28, 2006. There was a consent election held on July 11, 2006 and the OPBA was certified as the bargaining unit representative for the patrol officers bargaining unit on August 16, 2006. Notwithstanding the time lapse between the contract expiration and the certification of the OPBA, in their contract proposals, both parties provided for compensation in the first year of the contract.<sup>3</sup>

Next, the focus must shift to the second year of the contract in which the Union has proposed collapsing the pay matrix along with the wage increase of 3.5 %. In its second alternative proposal, the City demonstrated a willingness to accommodate both of the Union's expressed needs albeit at a lesser percentage wage increase (2.15%). At the hearing, both the Union and the City recognized the need to offset the need of collapsing the pay matrix.

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<sup>3</sup> The City's first alternative proposal called for a 2.75% wage increase, however, in its second alternative proposal, the City proposed a wage freeze in year one to offset the acceleration of the pay matrix.

In the third year of the agreement, both parties suggested percentage wage increases. The City offered a 2.75% wage increase and the Union sought a 3.5% wage increase.

Striking a balance between the positions taken, the guiding principles articulated by the parties, and the supporting evidence submitted, the following recommendation is made.

- 1. As compensation for the period of March 1, 2006 to the first full pay period in March of 2007, each patrol officer shall receive a lump sum payment equal to 3% of his/her yearly wages.**
- 2. Beginning with the first full pay period in March 2007, the patrol officer's base rate shall increase by 2.15%. In addition, the pay matrix shall be accelerated in accordance with the Union's proposal thereby providing the patrol officers the opportunity to reach the top of the pay scale in six years rather than in ten years.**
- 3. Beginning the first full pay period of March 2008, patrol officers will be afforded a wage increase of 3.0%.**

The modest lump sum payment recognizes, in some measure, the need to offset the cost to the City of collapsing the pay matrix and it meets the need to provide fair level of compensation for patrol officers. When assessing the lump sum payment, one must also take into account that a lump sum payment does not involve additional roll up costs nor does it become embedded in the base rate for future considerations.

The 2.15% wage increase in the second year of the contract is far from the 3.5% wage increase proposed by the Union, however, it must be recognized that it is

accompanied by acceleration of the pay matrix.<sup>4</sup> Although collective bargaining is not necessarily a zero sum game, a sea change of the magnitude of that sought by the Union in collapsing the pay matrix requires an offset for that cost. The second year wage increase of 2.15% also keeps faith with the interest espoused by the City of maintaining a certain level of internal equity among the Perrysburg bargaining units.

Likewise, the 3.0% wage increase recommended in year three of the collective bargaining unit addresses the parties need for this round of collective bargaining.

### *Issue #2 – Longevity Pay*

#### **OPBA's Position**

The OPBA's position as gleaned from the pre-hearing statement is as follows. "The parties have already tentatively agreed to an increase in the longevity pay to \$55.00... The only issue that remains with respect to longevity is a question of when longevity begins. The Union proposes the language ... in conjunction with its proposal to shorten the length of the pay matrix. With the present pay matrix and longevity language, an officer begins receiving his or her longevity pay after reaching the top rate of pay, which present is Step H. The proposed language would simply allow longevity to be paid in the same manner as presently paid if the pay matrix was shortened."

#### **City's Position**

It is the position of the Employer that longevity should not commence earlier than 10 years of employment. "The purpose of longevity, to the extent that it has a purpose, is to reward employees for long time service with the employer, not simply to add back additional steps to pay matrix of a shorter duration. Coincidentally, the history of the pay

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<sup>4</sup> The City asserts that collapsing the pay matrix is equal to a 3.6% general wage increase on the current pay matrix.

matrices in the City is that they were historically shorter or lengthened at the request of the bargaining units who were concerned that after a short period of employment they had reached the top of the pay scale and did not advance further in additional years. To shorten the matrix, and then pretend a shorter period of time constitutes long term employment deserving of longevity pay is farcical. A comparison of collective bargaining agreements of patrol officer units in the City of Bowling Green (Wood County), City of Northwood (Wood County), Perrysburg Township (Wood County), City of Maumee (Lucas County), City of Sylvania (Lucas County), and Sylvania Township (Lucas County) reveals that four of them make no provisions whatsoever for longevity pay including the City of Bowling Green, the County Seat of Wood County, and another City whose pay matrix is 14 years in duration.

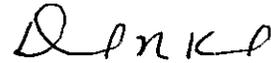
It is respectfully submitted that the longevity should remain available, if at all, only after a substantial period of employment as a means of rewarding long term dedicated service to the Employer not as a substitute for additional steps on the pay schedule.”

### **Recommendation**

The Union’s position with respect to the commencement of longevity pay is supported by a review of the external comparables submitted by the OPBA. However, the purpose of such pay is to reward long and loyal service with an Employer. The undersigned is persuaded by the City’s argument in this regard. Other than those external comparables submitted by the Union for consideration, no compelling reason was advanced to alter the time frame for beginning longevity payments. Therefore, the fact-finder recommends that longevity payments not be disturbed.

#### **IV. Certification**

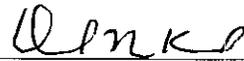
The Fact-Finding Report and Recommendations are based on the evidence and testimony presented to me at a fact-finding hearing conducted on January 18, 2007. The recommendations contained herein are developed in conforming to the criteria for fact-finding found in ORC 4717 (7) (a-f) and the associated administrative rules developed by SERB.



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Daniel N. Kosanovich, Esq.  
Fact-Finder

#### **V. Proof of Service**

This fact-finding Report was mailed to Michelle T. Sullivan, Allotta, Farley & Widman, CO, L.P.A., 2222 Centennial Road, Toledo, Ohio 43617 and B. Gary McBride, David M. Smigelski, Esq., Spengler Nathanson P.L.L., 608 Madison Avenue, Suite 1000, Toledo, Ohio 43604-1169 on February 12, 2007. This report was also emailed to the parties on February 12, 2007.



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Daniel N. Kosanovich, Esq.  
Fact-Finder