

SUBMISSION

The Parties in the present negotiation have had an ongoing collective bargaining relationship culminating in a collective bargaining agreement that became effective on December 1, 2009 and obtained through November 30, 2012.

The Parties initiated bargaining toward a successor agreement and reached agreement on a number of issues enumerated below. However, the issues set forth below remained at impasse. Accordingly, the undersigned was appointed Fact-Finder in the matter. The Fact-finder successfully mediated agreements on a number of issues, and convened an evidentiary hearing on the remainder of issues at impasse on June 11, 2013. At hearing, the Parties were afforded an opportunity to present evidence and testimony, and to cross examine witnesses. The matter was declared closed as of that date.

ISSUES AT IMPASSE

The Parties identified and presented the following issues as unresolved:

1. **Article 11** **Discipline**
2. **Article 23** **Scheduling/Shift Bidding/Shift Assignment**
Section 4. Car Assignment Bidding/Adjustments
3. **Article 26** **New Accumulated/Compensatory Time**
Section 4(A), Court A/T
4. **Article 26** **New Accumulated/Compensatory Time**
Section 4(E) Training A/T
5. **Article 26** **New Accumulated/Compensatory Time**
Section 5 A/T Conversion
6. **Article 26** **New Accumulated/Compensatory Time**
Section 6 A/T Scheduling for Patrol
7. **Article 27** **Salary and Wages**
8. **Article 28** **Insurance Benefits**
Section 1 Medical and Hospitalization Insurance
9. **Article 28** **Insurance Benefits**
Section 5 Employee Contributions
10. **Article 29** **Longevity**
Section 2
11. **Article 42** **Sick Leave**

Section 9

- 12. **Article 52 Deferral of Income and Taxation**
Section 1 Pension Pickup
- 13. **Article 54 Termination of the Contract**
- 14. **Appendix B City of Youngstown Drug and Alcohol Testing Program****
- 15. **Side Letter #5 Wage Schedule Administration and Appendix A**

* A position regarding *Article 23 Section 6* was submitted by the OPBA, but withdrawn at hearing in favor of current contract language.

** Resolved at hearing by mutual agreement of the Parties.

TENTATIVE AGREEMENTS OF THE PARTIES

Prior to Fact-Finding, the Parties reached tentative agreement on the following issues:

Article 6	Union Membership/Dues Deduction
Article 11	Discipline; Sections 1 through 5
Article 12	Grievance and Arbitration
Article 15	Personnel Files and Internal Investigations
Article 19	Union Activities
Article 24	Hours of Work and Overtime
Article 31	Uniform Allowance

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Fact-Finder was guided by the criteria enumerated in OAC 4117-9-05(K), *et seq*, specifically:

- 4117-9-06(H)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-06(H)(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;
- 4117-9-06(H)(3)** The interests 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;

- 4117-9-06(H)(4)** The lawful authority of the public employer;
- 4117-9-06(H)(5)** Any stipulations of the parties;
- 4117-9-05(H)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

FACTS & STATUTORY CONSIDERATIONS

The City of Youngstown, Ohio (City or Employer) is split between Mahoning and Trumbull Counties, some ten miles from the Ohio-Pennsylvania border and almost equidistant from Pittsburgh to the southeast and Cleveland to the northwest. Consequently, the City is within both major metropolitan areas. The City's approximately 105 full-time Patrol Officers are exclusively represented by the Youngstown Patrolmen's Association by and through the Ohio Patrolmen's Benevolent Association (Union or OPBA). The City and the OPBA have related under the terms of a succession of collectively bargained agreements, the latest of which became effective on December 1, 2009 and obtained through November 30, 2012. (Agreement).

As with a number of Cities in the region, since the 1970s Youngstown has suffered from the industrial decline that has impacted the nation as a whole. The Fact-finder takes arbitral notice that the latest Census indicated that the City has lost nearly 60% of its 1970 population of 139,788, down to 66,982 in 2010, with a further estimated decrease to 65,405 in 2012. Many of these were the result of declining industrial jobs. Of the major steel and manufacturing operations that once fed the City's economy, only V&M Star Steel Company remains operating within the City limits; the General Motors' Lordstown Assembly Plant provides jobs within the Youngstown metropolitan areas. At present, Youngstown State University is the City's largest employer.

The loss of good-paying jobs has had its impact on the City. Youngstown has provided a study conducted by Public Financial Management, Inc., titled "The Youngstown Plan" (the Plan). That Plan indicates that in the period 2005-2011, City income tax revenues – representing some 58% of the City's revenue - dropped approximately \$2.2 million. Income taxes in Youngstown are presently set at 2.75%, with 40% of that amount credited to

the Police Levy Special Fund. The rate is the third highest of Ohio's major municipalities. Largely as a result of the decline in income tax revenues, the Youngstown Plan projects that overall revenues feeding tax supported funds will decline by .04% in the period 2013-2017.

Youngstown's other primary sources of revenue include the Estate Tax, which averages some \$700,000 per year, but was eliminated in 2013; and income from the Local Government Fund from the state amounting to \$3,000,000 in years past, but expected to decline by \$1,200,000 in 2013. Thus the City faces \$1,900,000 in non-income tax revenue decreases in 2013 and forward, according to a forensic accounting report done by Mary Schultz of Sargent & Associates submitted by the Union (Schultz Report).

The City's General Fund revenues in 2012 were \$38,321,000 of which \$22,825,000 was derived from income taxes, a decrease, according to the Schultz Report, of \$751,000 from FY 2011. General Fund expenditures for 2012 were \$39,224,000, an increase of \$1,625,000 or 4% over 2011. The Report indicates the City's December 31, 2012 General Fund balance to have been \$1,049,000, with a projected carryover balance of \$583,000 in 2013. According to the Schultz Report, December 31st year-end balances in the City's Police Special Revenue Fund were \$396,000 in 2012 and were projected to be \$645,000 in 2013.

The City's payroll expenditure amounts to approximately 64.6% of the City's budget, according to the Plan. However, full time equivalent positions (FTEs) in Youngstown as a whole have declined from 845.5 in 2007 to 758.5 in 2011 while Police Department FTEs decreased more dramatically, falling by 17%, or 40.3 FTEs in the same period. Nonetheless, the Youngstown Plan asserts that the City has the second highest number of employees per 1,000 residents among selected cities of comparable size. However, most of the municipalities presented by the Employer are not within the state, with only nearby Canton representative of Ohio. According to the Plan, Canton's 13 FTEs per thousand residents is higher than Youngstown's 11. Overall expenditures for tax supported funds are projected by the Plan to increase by 0.3% over the period 2013 to 2017.

Based on these figures, the Plan projects Youngstown's annual deficit to climb from \$5.5 million in Fiscal Year (FY) 2013 to \$6 million in 2017. Moody's rates the City of Youngstown at Baa1, as compared to A ratings for other major Ohio cities.

However, Youngstown's future is not without promise. Income tax revenues rose 6.9% from the previous year in 2011. Youngstown is entering into a 99-year lease with pipe

maker V&M Star which will bring the City \$8,400,000 over the next 3 years, and \$100,000 per year thereafter. The City-supported Youngstown Business Incubator is nurturing private start-up companies such as Turning Technologies, among the fastest growing software companies in the country.

In the period from 2007 through this Fact-finding the City reduced the number of sworn officers from 191 to 109 in the current bargaining unit. In roughly the same period, the City's violent crime rate (per 100,000 residents) went from the state's 5th highest in 2007 (997.7) to 3rd highest in 2009 (1,188.8) and declined slightly to the state's 4th highest in 2010. The Youngstown Plan would further reduce the number of sworn officers patrolling Youngstown's streets.

The Union submits SERB Clearinghouse Reports indicating that of five municipalities of similar populations. Of what the Union contends are peer cities, Dayton has roughly twice the current population of Youngstown and must be discounted. Of the remaining four communities, the average entry level wage for Patrol Officers was \$46,829 as compared to Youngstown's entry level of \$30,000. Average top level pay for the Union's comparable jurisdictions was \$57,510. The average top level pay in the Union's comparable communities was reached through an average of 6.3 steps, as opposed to Youngstown's 12 steps.¹

The OPBA argues that, assuming a CPI of 2.2%, bargaining unit members receiving the City's top level pay would sustain an average loss of approximately \$4,622. Increases healthcare and pension contributions would result in a loss of \$8,614 under the City's proposals.

Clearly, Youngstown's financial circumstances are dire; the City faces the contemporary fiscal maladies confronting so many mid-sized Ohio municipalities: decreasing revenue prospects and increasing expenses, particularly in the area of employee wage and benefit costs. It is also clear that this bargaining unit is greatly below the average wage paid by comparable communities across the state. With regard to wages, of particular note here are the contract provisions of nearby Canton, Ohio, with a population of approximately the size of Youngstown, but faced with perhaps greatly differing economic and demographic

¹ No information was included regarding the City of Canton's wage tiers, and Canton is not included in the average.

circumstances.

This Report & Recommendations therefore is respectfully submitted in an attempt to reconcile the conflicting interests of the Parties, in consideration of the statutory factors set forth in OAC 4117-9-05(K).

FINDINGS & RECOMMENDATIONS

1. Article 11 Discipline

Current Contract Language

Section 6: Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

<i>Letters of Instruction and Cautioning</i>	<i>twenty-four (24) months</i>
<i>Written Reprimands</i>	<i>twenty-four (24) months</i>
<i>Suspensions and Fines</i>	<i>twenty-four (24) months</i>

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future discipline for a period of ten (10) years.

City Proposal

The City proposes to clarify that discipline ceases to have force and effect after established time frames ***“provided that there has been no other intervening discipline.”***

Union Position

The Union seeks retention of current contract language.

Discussion & Recommendation

The Employer offers no evidence to indicate that intervening disciplinary actions have been a problem in the past requiring modification of the Agreement. Moreover, the proposed language does not limit the intervening discipline to that of similar infractions.

Current contract language is recommended.

2. Article 23 Scheduling/Shift Bidding/Shift Assignment
Section 4. Car Assignment Bidding/Adjustments

Current Contract Language

Section 4. Car Assignment Bidding/Adjustments. The parties agree to allow for the bidding of patrol car assignments as described herein. The Employer shall determine how many and what respective car assignments are available at all times. Annually, bargaining unit members assigned to the patrol division will be permitted to bid their car preference by bargaining unit seniority. During the course of the year, should the Employer determine that the car assignment is to be utilized on a member's shift, the member will be afforded his bid preference during that shift. Whenever the Employer determines that a car assignment is not to be utilized on any given shift, the Employer may make an assignment to the member in accordance with its operational needs. In the event that an involuntary transfer occurs, new car assignments are created, or existing car assignments are eliminated, the parties agree to allow members on an affected turn to re-bid their car assignment, effective until the next annual bid.

City Proposal

The City maintains that its proposal “seeks to establish flexibility with regard to car assignments in the same manner as that currently provided for shift assignments.”

The City contends that its proposal incorporates both the necessary flexibility to meet operational needs with the semi-annual bid it believes is sought by the Union.

Union Position

The OPBA proposes to retain the current contract language.

Discussion & Recommendation

The current bidding on car assignments is done on an annual basis. The Employer offers no evidence to compel change. Current contract language is therefore recommended.

3. Article 26 New Accumulated/Compensatory Time
Section 4(A), Court A/T

Current Contract Language

Section 4. Non-F.L.S.A Accumulated/Compensatory Time. In addition to the time earned in section 3, bargaining unit members also earn accumulated time in the following instances:

- A. *Court A/T. Officers earn accumulated time for City required court appearance(s) at a minimum rate of four (4) hours for appearing in morning, afternoon, or evening court or time and one-half (1 1/2) for those hours actually spent in court, whichever is greater. The four (4) hour minimum is meant to compensate officers for all appearances occurring during the respective court session (i.e., morning court, afternoon court, etc.) An officer that is held over from one court session to the next shall receive a four (4) hour minimum for each session.*

City Proposal

The Employer argues that the existing contract language allows for an unreasonable result, not anticipated when the language was negotiated. The current language, the City argues, provides for a four hour minimum or actual time, whichever is greater. However, the current provision also allows an employee to be paid *two*, four hour minimums, or eight hours, for less than two hours of court time. For example, the Employer argues, if an Officer is subpoenaed for a court appearance at 11:00 a.m. and is not released until 12:05 p.m., the officer can now submit for *two*, four hour minimums.

The Employer proposes that eligibility for a second four hour minimum occur only if ***“four hours or more have elapsed from the end of the first appearance to the commencement of the second appearance.”***

Union Position

The OPBA proposes retention of the current contract language.

Discussion & Recommendation

Currently, Patrol Officers required to appear for separate appearances in the morning and the afternoon are entitled to a minimum of four hours of A/T for each of the appearances. The Employer’s proposal seeks to require four hours to have elapsed between court appearances in order for them to be considered separate entitlements to the four hour A/T.

However, the City’s proposal does not take into account the time in which it may be necessary that an Officer leave the courthouse, or that the separation between court

appearances may otherwise be extended. Current contract language is recommended.

4. Article 26 New Accumulated/Compensatory Time
Section 4(E) Training A/T

Current Contract Language

Section 4. Non-F.L.S.A Accumulated/Compensatory Time. In addition to the time earned in section 3, bargaining unit members also earn accumulated time in the following instances:

** * **

E. Training A/T. Officers assigned to train a probationary police officer for an eight (8) hour shift shall, in addition to their regular compensation, receive two (2) hours of accumulated time for that shift.

City Proposal

The City seeks modification of the level and method of compensation for Officers assigned to train a probationary officer for an eight hour shift (referred to as Field Training Officers or FTOs). Current provisions allow for two hours of accumulated time (A/T) in addition to regular compensation for the training shift; this method actually results in a Patrol Officer receiving greater compensation than that of a Sergeant for such eight hour shift.

Accordingly, the City proposes that an Officer be paid a “**training supplement of one dollar ninety-five cents (\$1.95) per hour**” in addition to regular compensation for the training shift.

Union Position

The OPBA proposes to retain the current contract language.

Discussion & Recommendation

While the Fact-finder understands the Employer’s desire to limit its difficult-to-budget A/T obligations under the Agreement, the compensation it offers – less than \$16 per shift - is too little to adequately compensate FTOs for the responsibilities training probationary Officers.

Accordingly, the following is recommended that a Training Officer be paid a “**training supplement of three dollars (\$3.00) per hour**”

5. Article 26 New Accumulated/Compensatory Time
Section 5 A/T Conversion

Current Contract Language

Section 5. A/T Conversion. Bargaining unit members may request that sixty (60) hours of A/T be converted to cash and paid out each year. Such requests for liquidation must be made in writing by the employee no later than December 1 of the year prior to liquidation. The liquidated hours will be paid out in July of each year at the hourly rate of the time of liquidation.

Union Proposal

The OPBA seeks to have up to one-hundred hours of A/T cashed out in two, rather than the present single installment. The Union further opposes the City's proposal that the Employer be permitted to cash out all of an Employee's accrued A/T at the City's discretion.

City Proposal

The Employer argues that financial constraints require that it limit its exposure to A/T obligations. The modification proposed by the OPBA, it maintains, would result in a mandated 1.9% annual increase in personnel costs.

The City counter-proposes that the City be permitted to convert up to eighty (80) hours per year, at its discretion.

Discussion & Recommendation

The two payments per year proposed by the OPBA is administratively burdensome, and cannot be recommended. Neither can the Union's request for an increase of banked A/T to one hundred hours.

Because the City is facing a tenuous financial position and because the cost of compensatory time is difficult to budget, a situation particularly exacerbated by the wage increases recommended below, The City's counterproposal for discretion to cash out up to eighty (80) hours of A/T at the end of each calendar year is recommended.

6. Article 26 New Accumulated/Compensatory Time
Section 6 A/T Scheduling for Patrol

Current Contract Language

No bargaining unit members shall be forced to use earned accumulated time. Holiday scheduling is not a means of forcing A/T usage. Accumulated compensatory time may be taken by the employee at the discretion of and with the approval of the Chief of Police. Accumulated compensatory time shall in no event unduly disrupt scheduling or maintaining operations but the generation of overtime pay shall not be considered an unduly disruptive event.

City Proposal

The Employer maintains that currently, despite the contractual limit of four hundred eighty (480) hours of accumulated A/T, bargaining unit members are applying for A/T in excess of that amount. Accordingly, it proposes that the Chief be provided the flexibility to “schedule of or pay off time in excess of the 480 hours within the next pay period.

Union Position

The Union proposes retention of the current contract language.

Discussion & Recommendation

The Employer’s proposal to immediately pay off in excess of the contractual 480 hours of A/T does nothing to diminish the right of bargaining unit members to accumulate the maximum contractual amount of A/T; it simply provides a mechanism to pay or use that amount in a more determined manner. The City’s proposal is recommended.

7. Article 27 Salary and Wages

City Proposal

The City proposes to retain the current wage rates and wage schedule for the duration of the successor agreement. No other bargaining unit received a wage increase for calendar year 2013. Additionally those bargaining units with Agreements extending through calendar year 2014 have not received an increase for that calendar year.

The employer argues that the financial forecast for the City is, at best, flat with slightly declining revenues and increasing expenses. Consequently, the Employer maintains it is in no position to fund recurring increased wage costs for any bargaining unit.

The Employer charges that the Union has ignored the City's financial position and has unrealistically maintained its proposal of a 5% per year wage increase, along with a compression of the wage schedule.

Union Position

The OPBA proposes wage increases of 1% in the first year of the Agreement; 2% in the second year; and 3% in the final year. Under the Union's proposal, it says that Officers would start at approximately \$38,000 per year, and advance through the 12-step salary scale.

The Union also proposes reduction of the current 12-tier wage scale to 9 steps.

Discussion & Recommendation

It is without argument that the Employer finds itself in a tenuous situation regarding wage and benefit increases. However, the City is also requesting a number of concessions on the part of this bargaining unit. Additionally, cost of living and healthcare increases further reduce the real income of Youngstown Patrol Officers already well below the average of comparable communities. Finally, the relatively low market wage rates paid OPBA members call into question the City's ability to attract and retain qualified, experienced Officers in the face of negative crime rates, a factor which does not serve the residents of the City of Youngstown. Altogether, it is a cost too high, and the Union's downward wage slide must be stopped, however modestly. Accordingly a 1% wage increase in each of the Agreement's three calendar years is recommended.

8. Article 28 Insurance Benefits

Section 1 Medical and Hospitalization Insurance

Current Contract Language

Section 1. Medical and Hospitalization Insurance. The City of Youngstown shall continue to provide to each bargaining unit member and his family medical, hospitalization and prescription insurance coverages and benefits comparable to the summary of coverages and benefits attached hereto as Appendix C. In the event of a modification, the modified insurance coverage will be appended to the Agreement as Appendix E.

City Proposal

The City seeks to incorporate provisions for a health insurance review committee (HIRC), dominated by union and employee representatives, that would empower employees to make alterations to plan and benefit levels and/or make adjustments to coverage levels in order to reduce or contain costs. The HIRC concept has already been agreed to by two other bargaining units, and its success requires the involvement of all bargaining units.

Union Position

The OPBA proposes retention of the current contract language.

Discussion & Recommendation

In this Fact-finder's experience, such Health Insurance Review Committees – as proposed here, dominated by union and employee representatives – have been highly effective in both containing health insurance costs, and familiarizing bargaining unit members with the realities of health care provision. Accordingly, the City's proposal is recommended.

9. Article 28 Insurance Benefits
Section 5 Employee Contributions

Current Contract Language

Section 5. Employee Contributions. Effective January 1, 2009, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed eighty dollars (\$80.00) per month for single and one hundred fifty dollars (\$150.00) per month for families. Any percentage exceeding the eighty dollars (\$80.00) or one hundred fifty dollars (\$150.00) contribution, as applicable, shall be paid entirely by the City.

City Proposal

At present, participating employees within this bargaining unit contribute ten percent (10%) of the cost of health coverage with monthly “caps” on such costs as set forth below. The Employer proposes that bargaining unit members increase their contributions toward health care costs during the term of the successor Agreement to be consistent with the contribution level paid by other bargaining units.

For employees *hired on or before November 30, 2012*, the Employer proposes to continue the existing “caps” for the first six (6) months of 2013, and to increase the “caps” for the last six (6) months of 2013 to the level the City contends is paid by almost all other City employees as follows:

Current Employee “caps”:	\$80/month – single coverage \$150/month –family coverage
Employee “caps” to be effective July 1, 2013:	\$100/month – single coverage \$200/month –family coverage

The City further proposes a two-tiered health insurance participation scheme. For employees *hired on or before November 30, 2012*, the Employer proposes to move to a straight ten percent (10%) employee contribution in January 2014, and to establish the contribution rate for *employees hired after November 30, 2012, at fifteen percent (15%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage.*

Union Position

The OPBA opposes any modification to the current contract language.

Discussion & Recommendation

While the Employer's desire to place more of the burden for increasing health insurance costs on its employees is understandable, the burden placed on individual employees must be reasonable and sustainable.

The City indicates that the caps it proposes to become effective on July 1, 2013 represent the employee contribution levels of almost all other City workers. As health care coverage is an issue that lends itself to pattern bargaining, the Employer's proposal with regard to the caps is recommended effective January 1, 2014:

Employee "caps" to be **\$100/month – single coverage**
effective **January 1, 2014:** **\$200/month –family coverage**

The Employer further proposes to establish a two-tiered contribution scheme, whereby employees hired **on or before November 30, 2012** would enjoy the benefits of the contractual cap only until January of 2014, at which time those bargaining units would lose the protection of caps, and be required to contribute at a rate of ten percent (10%) of the individual premium rate for their individual level of coverage. Particularly where, as here, employees are at the bottom of market wage rates and therefore little able to sustain cuts to the purchasing power of their paychecks, the floating cost of health care coverage can be unsustainable. The City's proposal to eliminate caps entirely is therefore not recommended.

The City also proposes that employees hired **after November 30, 2012** participate at a rate of 15% of all premiums, including medical, hospitalization, prescription, vision and dental coverage. As with the more senior tier of employees the City proposes contribute on a straight percentage basis, these bargaining unit members do not currently enjoy a level of compensation that would make such an uncertain amount sustainable. Moreover, while tiered compensation and benefit schemes are appealing in negotiations, such systems often foster resentments within the bargaining unit and the workforce generally. For these reasons, the City's proposal is not recommended.

10. Article 29 Longevity
Section 2 Amount/Payment

Current Contract Language

The longevity fringe benefit remains as provided in Youngstown Revised Code Section 163.30, as amended, except the yearly increments shall be sixty-five dollars (\$65.00). Longevity pay shall be paid by separate check, on the first non-payday Friday of December of each year.

Union Proposal

The OPBA proposes to convert the longevity pay calculation from the current dollar amount (\$65.00 per year of service) to a percentage of base wage rate. Under the Union's proposal, employees in years 3-5 would receive a 1% calculation; 2% in years 6-16; 3% from 17 through 25 years; and 4% of base wage rate after 26 years.

Prior to 2010 negotiations, the Union states, longevity and other ancillary benefits would increase with any wage increase negotiated, a practice that was eliminated in 2010. Moreover, the OPBA maintains that the current longevity calculation lags behind that of peer jurisdictions.

City Position

The Employer opposes the Union's proposal, arguing that current contract language should be retained.

Discussion & Recommendation

The OPBA's proposal that longevity calculations be tied to base wage rates is not unreasonable. However, such a modification would undoubtedly increase the cost to the City. Given the tenuous nature of the Employer's current fiscal circumstances, it is preferable to place what little funds can be clawed from the City's resources directly in the pockets of bargaining unit members in the form of modest wage increases. The Union's proposal is therefore not recommended.

11. Article 42 Sick Leave
Section 9

Union Proposal

The OPBA proposes language that would convert the sick leave incentive pay provided for in §9 of Article 42 - currently a dollar amount of \$159.00 per quarter - to compensation in the form of A/T.

City Position

The Employer proposes retention of the current dollar amount incentive, and to add language rendering bargaining unit members ineligible for the sick leave incentive if they incur a disciplinary suspension during the relevant quarter.

Discussion & Recommendation

The Union's proposal here would, according to the Employer, increase the cost of the sick leave incentive from the current \$159 per quarter to the equivalent of \$418.40 of paid time off for more senior bargaining unit members, and \$230.72 for entry level Officers. Additionally, the future cost of A/T is unpredictable for the Employer, and therefore un-budgetable. And, as the City points out, the purpose of the sick leave incentive is to eliminate paid time off; it is not reasonable to institute an incentive in the form of paid time off. Therefore, the Unions proposal cannot be accepted.

The Employer proposes that employees incurring disciplinary suspensions during any given quarter be ineligible for the sick leave incentive in that quarter. However, the sick leave incentive is exclusively intended to reduce or eliminate the overuse of sick leave; it is totally unrelated to disciplinary actions taken by the City. Therefore, neither can the Employer's proposal be recommended.

Accordingly, retention of the current contract language is recommended.

12. Article 52 Deferral of Income and Taxation
Section 1 Pension Pickup

Union Proposal

The OPBA proposes that the City pay a portion of employee contributions to the Ohio Police & Fire Pension Fund, based on a percentage of base wage rates.

City Position

The Employer seeks retention of current contract language.

Discussion & Recommendation

As discussed above, the City is currently not in a position to incur additional expense in the form of increased employee benefit costs; what little funds are available are therefore best allocated to base wage rates. Current contract language is therefore recommended.

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13. Termination of the Contract

Current Contract Language

Section 1. This Contract shall be effective December 1, 2009, subject to ratification by both the Union membership and by City Council and shall remain in effect through midnight November 30, 2012.

City Proposal

The Employer proposes language that would establish the effective date of the Successor Agreement prospectively; i.e., upon final ratification of the tentative Agreement through mutual acceptance or the statutory dispute resolution process. The City is in agreement with the Union that the Agreement terminate on November 30, 2015.

Union Position

The OPBA proposes that the Agreement run from December 1, 2012 and that all provisions be applied retroactively.

Discussion & Recommendation

While retroactive implementation of the final Agreement presents some administrative problems for the Employer, bargaining unit members have been without wage increases for some time. Accordingly, the Union's proposal for dates certain is recommended.

14. Side Letter #5 Wage Schedule Administration and Appendix A

Current Contract Language

Side Letter #5

Notwithstanding the wage schedule set forth in Appendix A and the years of service requirement contained therein, the parties agree that members of the bargaining unit hired prior to December 1, 2009, shall continue to be subject to the years of service requirements contained in the wage appendix as it existed under the parties' agreement which expired on November 30, 2009. Members that have not reached the top rate in the wage schedule shall advance to the next successive step and rate in the scale as it existed under the prior agreement until reaching the top step in the scale.

Union Proposal

The OPBA proposes to reduce the current 12-step wage tier to 9 steps. Under the current structure, employees must work 13 full years to reach the top wage rate in Youngstown. Under the Union's 9-step proposal, employees would reach the highest wage rate after 8 years. The Union maintains that top wage availability in Youngstown takes the longest period of time of any comparable area jurisdiction with the exception of Boardman Township.

City Position

The Employer rejects the Union's proposal, arguing that the 12-step wage schedule was implemented during negotiations for the predecessor Agreement as a cost-saving measure, affording the City the ability to hire new Police Officers. In fact, the City contends that it has hired seventeen new Officers under the 12-step system. It seeks retention of the current contract language, and abolishment of Side Letter #5, as it contends that the grandfathering of bargaining unit members hired prior to December 1, 2009 has already been effected.

Discussion & Recommendation

There is no question that Youngstown is in need of additional Police Officers; the City's crime rate is certainly indicative of the necessity of additional Police presence. Nor is there a question that the Employer can afford fewer Officers at increased entry and mid-career rates under the OPBA's proposal. Moreover, the Union's proposal would result in additional cost to the Employer, an increase the City can little afford in its current fiscal situation.

Accordingly, the Union's proposal cannot be recommended over retention of current contract language.

SUMMARY OF AWARDS

1. **Article 11 Discipline**
Current contract language retained
2. **Article 23 Scheduling/Shift Bidding/Shift Assignment**
§4. Car Assignment Bidding/Adjustments
Current contract language retained
3. **Article 26 New Accumulated/Compensatory Time**
Section 4(A), Court A/T
Current contract language retained
4. **Article 26 New Accumulated/Compensatory Time**
Section 4(E) Training A/T
FTO – supplement of \$3.00 per hour
5. **Article 26 New Accumulated/Compensatory Time**
Section 5 A/T Conversion
City's counterproposal – discretion to cash out up to eighty (80) hours A/T
6. **Article 26 New Accumulated/Compensatory Time**
Section 6 A/T Scheduling for Patrol
City proposal – payment of A/T in excess of contractual 480 hours
7. **Article 27 Salary and Wages**
1%-1%-1%
8. **Article 28 Insurance Benefits**
Section 1 Medical and Hospitalization Insurance
City's proposal – institution of HIRC
9. **Article 28 Insurance Benefits**
Section 5 Employee Contributions
Employee cap \$100/\$200; elimination of caps, two-tiered schedule not recommended
10. **Article 29 Longevity**
Section 2
Current contract language retained
11. **Article 42 Sick Leave**
Section 9
Current contract language retained
12. **Article 52 Deferral of Income and Taxation**
Section 1 Pension Pickup
Current contract language retained

13. Article 54 Termination of the Contract

December 1, 2012 – November 30, 2015

14. Side Letter #5 Wage Schedule Administration and Appendix A

Current contract language retained

All other tentative agreements of the Parties, including, but not limited to those enumerated above.

/s/ Gregory James Van Pelt

Gregory James Van Pelt

Respectfully rendered this 3rd day of January, 2014

At Shaker Heights, Cuyahoga County, Ohio