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IN THE MATTER OF FACT FINDING

BETWEEN

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Police Command Unit)**

AND

CITY OF FOSTORIA

SERB CASE # 2014-MED-09-1127

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are the Ohio Patrolmen's Benevolent Association (hereinafter "Union") and the City of Fostoria (hereinafter "Employer," "Department" or "City"). The Employer is located in northwest Ohio. The bargaining unit is comprised of five (5) employees who hold the positions of Sergeant and Captain in the Employer's Police Department as identified in the Collective Bargaining Agreement. The effective dates of the current Agreement are January 1, 2014 through December 31, 2016. One issue was brought to fact finding: Article 9, Wages. During the fact finding proceeding, the issue of wages for both remaining years of the Agreement was addressed as the single issue in this re-opener.

General/State/Local Economic Overview: It can finally be said with some certainty that the economy is improving on the local level. Certainly if you use the measure of the Stock Market, things are very much improved for those relatively few who depend upon it for their income. But for the majority of Americans a better metaphor is "the bleeding has subsided and the patient's (a.k.a. economy) condition is stable with signs of gradual improvement." From the evidence, that is an appropriate description of the City's financial condition, which is moving in the right direction, but in a cautious and deliberate way, one financial step at a time. The national economy is still plagued by the fatigue and frustration of politics that for the moment appear to be in a state of remission, but given what the nation has endured regarding gridlock, only time will determine whether the nation's concerns and future will take precedent over partisan politics. The sobering reality is that conditions post 2008 are unlikely to be the same as they were prior to the recessionary

crash and its aftermath that have caused local governmental operations to be substantially impacted. One difference is one of economic structure and the considerable loss of manufacturing base in northern Ohio and along with it good paying jobs. It was this very vigorous manufacturing base that led Ohio out of past recessions, but it has been eviscerated by the movement of manufacturing outside of Ohio and the United States.

Prior to the past year it appeared Ohio, which then was near the top in states creating jobs was in the forefront of recovering state economies. There are also positive signs, the housing market continues showing signs of recovery and the auto industry has had record sales over the last two years. Yet, uneasiness persists among the millions of people remaining unemployed, and many others underemployed. The long road to recovery has been uneven, with some government entities recovering faster than others. Fostoria, like many other cities in Ohio has experienced a slower recovery.

Under the Agreement the parties agreed to wage reopeners in 2015 and 2016. This settlement mirrored many of the settlements in Ohio and it reflected the sobering reality of cuts in local funding levied by the state legislature. The parties, in agreement to reduce the costs and uncertainty of multiple re-opener negotiations on wages, agreed to have the fact-finder consider wage increases for both 2015 and 2016.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are guided by the above statutory criteria and are intended to be in accordance with them.

For the sake of brevity the specific rationale proffered by the parties can be found in their position statements and will not be restated herein. In addition, in order to expedite the issuance of decision in this matter the parties further agreed to have the fact-finder render his decision based upon the parties' arguments and evidence during and following the mediation process.

Fact-finder's overall Findings.

Patterned bargaining in negotiations is a time tested tradition. In the history of bargaining generally, both labor and management use patterned bargaining to bring about equity and labor peace. However, the evidence presents a very mixed picture of recent settlements and/or awards in the City involving police employees, city public works employees, and the firefighter employees. Some reached settlements that involved an emphasis on schedule improvements over wage increases (Patrol and Detectives), some maintained wages without a fixed increase (AFSCME), while others received annual fixed wage increases in 2014 through fact-finding and conciliation. (IAFF) The fact finder contends that striking a hybrid-balance among these disparate settlements bests addresses internal wage equity.

RECOMMENDATIONS:

ARTICLE 9
WAGES

Section 9.1. Sergeants' Rates. Wage rates for Sergeants during the term of this Agreement shall be as follows:

- A. Any police officer who becomes a Sergeant after the effective date of this Agreement shall start at Step A of the Sergeant's progression schedule.
- B. A Sergeant who has completed Steps A and B of the Sergeant's service schedule shall be paid a regular hourly rate of **at least** twelve percent (12%) above the top hourly rate of the patrolman's base rate. *(see appendix A of the Agreement for patrolman's base rate)*
- C. Step A of the Sergeant's rate in its progression schedule shall be established as **at least** six percent (6%) above the top hourly rate of the patrolman's base rate. *(see appendix A of the Agreement for patrolman's base rate)*
- D. Step B of the Sergeant's rate shall be established as **at least** nine percent (9%) above the top hourly rate of the patrolman's base rate. *(see appendix A of the Agreement for patrolman's base rate)*

- E. The length of time required to be served as a Sergeant in each step of the Sergeant's progression schedule under this Agreement shall be as follows:

Step A – 12 months
Step B – 12 months
Step C – Top rate

Section 9.2. Captains' Rates. Wage rates for Captains during the term of this Agreement shall be as follows:

- A. Any Sergeant or patrol officer who becomes a Captain after the effective date of this Agreement shall start at Step A of the Captain's progressions schedule.
- B. A Captain who has completed Steps A and B of the Captain's service schedule shall be paid a regularly hourly rate of twelve percent (12%) above the top hourly rate of the Sergeant base rate.
- C. Step A of the Captain's rate shall be four percent (4%) above the top hourly rate of the Sergeant base rate.
- D. Step B of the Captain's rate shall be eight percent (8%) above the top hourly rate of the Sergeant base rate.
- E. The length of time required to be served as a Captain in the Captain's progression schedule shall be as follows:

Step A – 12 months
Step B – 12 months
Step C – Top rate

- F. (New) Effective 3/5/2015 each bargaining member shall receive a lump sum payment of \$1,250.00**

Effective 12/5/2015 each bargaining member shall receive a lump sum payment of \$1,500.00

All Sergeants and Captains effective 12/31/16 (last day of the Agreement) shall have their wages increased by one (1) percent.

Section 9.3 No Change

Section 9.4 No Change

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of February 2015 in Portage County, Ohio.

Robert G. Stein, Fact finder