

THE STATE EMPLOYMENT RELATIONS BOARD  
September 23, 2015

**OHIO PATROLMEN'S BENEVOLENT )**  
**ASSOCIATION (PATROL OFFICERS) )** CASE NO. 2015-MED-06-0599  
**UNION )** 2015-MED-06-0600  
)  
and )  
)  
**CUYAHOGA FALLS CITY, OHIO )**  
**EMPLOYER )** **FACT FINDER: JOSEPH W. GARDNER**  
)  
) **FACT FINDING REPORT**  
)

**APPEARANCES**

For the **UNION:**

**Randy Weltman, Esq.,**  
Union Representative

**Mary Schultz,**  
Financial Expert

**Ruben J. Miller,**  
OPBA-BLUE

For the **EMPLOYER:**

**Joseph N. Gross, Esq.,**  
Employer Representative

**Don Walker,**  
Cuyahoga Falls Mayor

**Ken Jones,**  
EBI Healthcare

**Donald Cooper,**  
City

**Bryan Hoffman,**  
City Financial Director

**INTRODUCTION**

The parties agreed upon the date and the parties met, fully prepared, for this fact finding on September 10, 2015. Both parties timely submitted position statements for review prior to the fact finding conference.

Three issues were presented by the Union and the City:

## **I. Wages:**

### Union

1. A 3% raise for 2015, 2016 and 2017
2. Increase in "steps" as follows:
  - a. Eliminate Step A and relabel Steps A-D;
  - b. Step E modified to commence after 5 completed years of service;
  - c. Step F modified to commence after 15 years of service' and
  - d. Step F is 5% above Step E.

### City

A 2% raise for 2015, 2016 and 2017.

## **II. Health Care Committee and Health Insurance:**

### Union

The proposed language starts with the last paragraph on page 8 of the Union's position statement and ends on page 10. See, exhibit B attached hereto. The rest of the language regarding health care is already in the collective bargaining agreement and would remain the same.

### City

The City proposes that the language set forth in the City's exhibits 18A and 18B be part of the collective bargaining agreement. The language in 18A is the "Blue" unit language and the language in 18B is the "Gold" unit language. See, exhibit C1 and C2, attached hereto.

## **III. Duration of Contract**

### Union

The Union requests a three year contract so long as the Union receives its demands for wages and health care.

### City

If the increase in wages is 2% for 2015, 2016 and 2017, then the City desires a three year contract. However, if there is a wage increase of higher than 2% for 2015, 2016 and 2017, then the City prefers a "reopener" to negotiate wages. The City has provided language in hearing exhibit 21A and 21B. See, exhibit D1 and D2.

The position statements are attached hereto as Exhibit A for the Employer's position statement and Exhibit B for the Union's position statement.

### Introduction

The parties agreed to mediation and both parties were separated. Each representative clearly explained each parties own position. An agreement could not be met, so the fact-finding conference was opened. Each party put on witnesses and those witnesses were cross examined. With some issues, the representative would give a presentation and the opposing side was given the opportunity to respond.

All of the below factors set forth in section 4117.14 (G)(7)(a)-(f) of the Revised Code were reviewed and considered:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved, that those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties; and
- (f) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration and the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or private employment.

## DISCUSSION AND FINDINGS

Located just north of Akron, Ohio, Cuyahoga Falls, Ohio is the second largest city in population (approx. 49,000), in Summit County. The city possesses a diverse tax base with no single or small group of employers accounting for a major portion of its income tax revenues. Although a local political official touted the city's economic stability and strength, the same official presented evidence of the possible loss of a local hospital and the financial damage that may occur with such an event. From the evidence presented, Cuyahoga Falls, Ohio is a stable, working class city.

Reviewing the history and the past collective bargaining agreements for the past eight or nine years, increases in wages for this bargaining unit were modest and sometimes non-existent for several years.

Comparable communities were submitted by each side. Ohio Revised Code 4117.14(G)(7)(a). The comparables submitted by the City favored the City's position while the comparables submitted by the Union favored the union's position. Both parties attacked the "comparability" of the other side.

There is no question that the employer has the lawful authority to meet the demands of the Union or to meet its own proposals. ORC 4117.14(G)(7)(a).

Because these units are public law enforcement officers, their duties are not exactly comparable to any group in the private sector. The employees in these units do risk their lives. This factor may also be found in the "interest and welfare of the public..." ORC 4117.14(G)(7)(c). This factor is difficult to translate into material value. ORC 4117.14 (G)(7)(F).

The "...ability of the public employer to finance and administer the issues proposed..." was hotly debated. ORC 4117.14(G)(7)(c). Much of the evidence presented was concerned with the financial condition of the city. One factor reviewed was the "carry-over" history of the city. The fact that the City has a carry-over reflects well for Cuyahoga Falls, its citizens and its public officials. Evidence was introduced that because the City has a carry-over that exceeds 20%, it has a favorable Rating for financial transactions. This rating is important because it gives the City lower interest rates when entering into financial transactions. Being able to borrow money at a low interest rate helps the overall financial health of the city.

The public officials have managed the city well, otherwise there would be no carry-over. The public officials' recommendations are given serious consideration because of the financial condition of the city is well.

The Union argues that the employer does have the ability to finance and administer the demands for a wage increase. In reviewing the demand to increase wages 3% per year for three years, the employer has the finances and the ability to administer this demand.

However, it is not clear whether the city can afford an increase in the number of steps plus a 3% increase in pay each year. A significant amount of the personnel in both units are now in the upper steps. An increase in the number of steps plus a percentage increase in the pay rates would result in wage increases that are not comparable with the "comps" provided by either party.,

The undersigned finds that given the comparables, the fact that there has been no, or a small increase in wages for several years, and the financial forecast of the employer,

a three percent raise each year of the contract is reasonable. However, an increase in steps would compound the increase to an amount that that would probably exceed the City's ability to pay. Such an increase would cut into the City's carry-over.

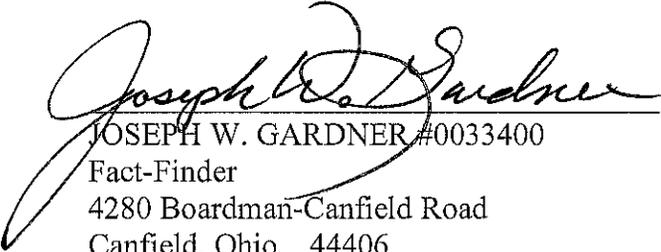
Both proposals for health care were well thought out, but the city's proposal is best for the community. Although each bargaining unit is different and has needs different from the other units, in this situation, the City's desire to standardize the health insurance is the best choice for both parties at this time. The expert witness for the city made an excellent presentation for the city's proposal.

In the final issue, duration of contract, both sides want a three year contract so long it gets its demands in the "wages" issues. This posturing by both sides is not surprising. This community is stable and a fixed three year contract will continue to help maintain that stability.

### **RECOMMENDATIONS**

1. The undersigned recommends that there be a 3% wage increase for the years 2015, 2016 and 2017. The undersigned further recommends that there be no changes in the current steps in the Collective Bargaining Agreement.
2. Regarding Health Care/Insurance, the Undersigned recommends that the language set forth in City Exhibits 18A and 18B be adopted for the Collective Bargaining Agreement.
3. For duration of the contract issues, the undersigned recommends a three year contract:
  1. July 1, 2015- June 30, 2016
  2. July 1, 2016- June 30, 2017
  3. July 1, 2017- June 30, 2018

Respectfully submitted,



JOSEPH W. GARDNER #0033400  
Fact-Finder  
4280 Boardman-Canfield Road  
Canfield, Ohio 44406  
Phone: (330) 533-1118  
Fax: (330) 533-1025

**CERTIFICATION**

I hereby certify that on September 23, 2015, a copy of the foregoing Fact Finder's Report was sent via e-mail to the following:

Representative for the Union:

**S. RANDALL WELTMAN**  
10147 Royalton Road, Suite J, PO Box 338003  
North Royalton, OH 44133  
srwelt@sbcglobal.net

Representative for the Employer:

**JOSEPH N. GROSS**  
Benesch Friedlander Coplan & Aronoff LLP  
200 Public Square Suite 2300  
Cleveland, OH 44114  
jgross@beneschlaw.com

Bureau of Mediation:

**EDWARD E. TURNER**  
Administrator, Bureau of Mediation  
65 East State St., 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

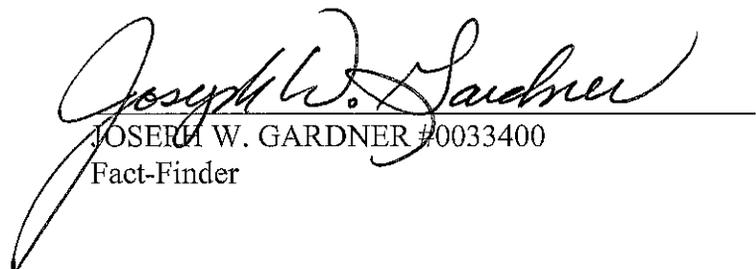
  
JOSEPH W. GARDNER #0033400  
Fact-Finder

EXHIBIT LIST

Exhibit A:	Employer's Position Statement
Exhibit B:	Union's Position Statement
Exhibit C1&C2:	City's Exhibits 18A&18B; Language on Health Care
Exhibit D1&D2:	City's Exhibits 21A&21B; Duration