

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

In the Matter of the Fact-finding Between:

Ohio Patrolmen's Benevolent Association : Case Nos. 2015-MED-10-1066, 1067, 1068

And : Report and Recommendations

The City of Wadsworth, Ohio : Margaret Nancy Johnson, Fact-finder

Statement of the Case

On December 16, 2015, the State Employment Relations Board, hereinafter "SERB," appointed Margaret Nancy Johnson to serve as fact-finder in the bargaining impasse between the City of Wadsworth and the Ohio Patrolmen's Benevolent Association. Thereafter, the parties agreed to an extension for fact-finding, including an agreement on wage retroactivity. This matter came on for hearing on January 29, 2016, in the Mayor's Conference Room at the City Building, in Wadsworth, Ohio. The Report and Recommendations for settlement of the contract issues remaining in dispute is now issued in accordance with the statutory requirements set forth in the Ohio Collective Bargaining Act.

The City of Wadsworth, hereinafter "City," has Collective Bargaining Agreements with three law enforcement units: Patrol Officers, Sergeants, and Dispatch. These units are represented by Ohio Patrolmen's Benevolent Association, hereinafter "OPBA," or "Union." There are approximately twenty-one (21) employees in the Patrol Officers Unit, five (5) Sergeants and eight (8) Dispatchers. While OPBA bargained with the City collectively, the individual units have presented separate proposals to the fact-finder.

Benjamin Albrecht, partner in the law firm of Fishel, Hass, Kim and Albrecht, represented the City in these proceedings. Also present on behalf of the City were Jim Kovacs, Human Resources Manager, and Matthew Hiscock, Director of Public Safety. George Gerken, OPBA Counsel, argued the respective positions of the three units. In attendance on behalf of OPBA were Sergeant Michael Ballway, Patrol Officer Dawn Schismenos, and Dispatcher Kelsey Brown.

Prior to convening, both parties issued timely pre-hearing statements setting forth the issues in contention and respective positions on those issues. Each party had the opportunity to make an opening statement, to examine and cross-examine witnesses, and to introduce into the record documentary evidence supportive of arguments advanced on unresolved contract language. Provisions upon which the parties have reached a tentative agreement are incorporated herein as if fully rewritten.

Unresolved Issues

Unresolved issues presented to the fact-finder for recommendation are as follows:

- I For the Patrol Officers Agreement, the parties are at impasse on two issues: Article 23, Salary Schedule, and Article 25, Protective Vests.

II For the Sergeants Agreement the parties are at impasse on Article 23, Salary Schedule.

III For the Dispatchers Agreement, the parties are at impasse on three issues: Article 15.6, Filling Positions due to absences; Article 18.8 Sick Leave Occurrences; and Article 23, Salary Schedule.

#### Criteria

In making the recommendations that follow the fact-finder has taken into consideration the statutory criteria enumerated in Ohio Administrative Code Section 4117-9-05(K).

#### Position of the Parties

##### **I Patrol Officers Unit**

###### *OPBA Wage Proposal –Article 23*

OPBA proposes a 3% increase for each year of the contract. In support of this wage proposal, the OPBA cites wages and benefits paid in comparable jurisdictions, contending that the Patrol Officers are paid less than the average Patrol Officer in similar departments in the area. Evidence establishes that while wages paid to Patrol Officers have not kept pace with peers, the workload of Officers has increased since the last labor agreement. OPBA contends that the City is in a financial position to be able to pay for the increases sought by all three units. As of December 31, 2014, assets exceeded liabilities, and the City maintains significant carry-over balances both in its General Fund and in the Police budget. The City's reliance on internal comparability is misplaced as firefighters received an additional 1% wage increase for being fire inspectors effectively resulting in a 3% wage increase for each year of the contract.

###### *City Wage Proposal- Article 23*

Relying on internal comparability, the City proposes a 2% wage increase for each year of the Agreement. In spite of Union contentions regarding the IAFF, firefighters also received a 2% wage increase. The 1% paid for fire inspection purposes does not represent "new" money or a wage increase; it is, rather, an economic benefit previously received by the unit but now rolled into the current salary schedule. All non-unit employees in the City also received the 2% increase. Other units with which the City negotiates will be offered the same increase. A review of external comparables establishes that Patrol Officers in the City are not underpaid but are, in fact, paid in the mid-range. Although the City does not allege an inability to pay, it does contend that the 2% increase it proposes is very consistent with increases negotiated for Police departments not only in the region but throughout the state.

###### *OPBA Protective Vest Allowance- Article 25*

In the preceding agreement, the parties negotiated an additional \$75.00 for the protective vest allowance for women in the Patrol Officers unit due to issues with comfort and cost. For this successor agreement, the parties negotiated an increase in the protective vest allowance. While the City kept the additional \$75.00 for contract year 2016, it dropped the additional allowance for women to \$50.00 in contract year 2017 and 2018. Initially, the OPBA thought

the City had simply made a mistake; subsequently, the Union learned the City intended to reduce the additional allowance for women in 2017 and 2018. The OPBA proposes retaining the additional \$75.00 for each contract year as ballistic vests for women cost more and the parties had previously agreed to a \$75.00 differential for women.

*City Protective Vest Allowance-Article 25*

The City proposes an additional \$75.00 for contract year 2016, but an additional \$50.00 for 2017 and 2018. Having reviewed costs for ballistic vests, the City has determined that its allowance exceeds the actual cost of a vest. Additionally, the City seeks language requiring the employee to submit a receipt and the panel serial number to the Lieutenant or his designee within thirty (30) days of receipt of ballistic vest allowance. This language is necessary for the City record keeping.

**II Sergeants Unit**

*OPBA Wage Proposal- Article 23*

OPBA proposes that upon promotion to Sergeant, all employees shall receive a wage increase of 8% greater than the maximum rate paid to a top tier Patrol Officer. Upon completion of one year as a Sergeant, all employees shall receive a wage rate 16% greater than the rate paid to a top tier Patrol Officer. Current contract language provides for a 7% spread upon promotion and a 14% spread after one year. The Union contends that the wage increase is necessary to keep Sergeant's consistent with comparable Sergeant units in the area. While the work load for Sergeants has increased, their wages are less than that of a Sergeant in a similarly situated department both in terms of wages and in additional benefits.

*City Wage Proposal – Article 23*

The City wage proposal for Sergeants is current contract language which provides for an increase of 7% greater than the maximum rate paid to a Patrol Officer upon promotion to Sergeant and a 14% spread after one year. Compared to similar jurisdictions, the wage rate for Sergeants ranks in the middle. Looking at the rate paid to Sergeants in the neighboring city of Medina, Sergeants are paid almost the same.

**III Dispatchers Unit**

*OPBA proposal in Filling Vacancies Due to Absence –Article 15, Section 15.6*

Current contract language recognizes the right of the City to use part time employees. The Union proposes that the City use only certified dispatchers to fill vacant shifts and that full time dispatchers shall have the right to work overtime before a shift is filled by a part time employee. Rationale for the proposal is parity with both the Patrol Officers and the Sergeants. Both of those contracts give bargaining unit members the right of first refusal before engaging the services of a part-time employee.

*City Proposal – Article 15, Section 15.6*

The City proposes current contract language. Present practice regarding scheduling is effective and the Union has failed to demonstrate any problem which would justify its proposal to change language. Employees currently receive sufficient overtime opportunities and the City

is able to provide an appropriate level of service to the community. Language proposed by the Union imposes a restriction upon the managerial right of the City to determine employee qualifications. Moreover, it limits the express right of the City to employ the services of a part time employee.

*OPBA Proposal on Sick Leave Occurrences – Article 18 Section 18.8*

OPBA proposes the Employer increase the number of “sick leave occurrences” which will precipitate counseling from two to five and those that will precipitate discipline from three to five. This change will bring the Dispatchers into parity with the Patrol Officers and the Sergeants.

*City Proposal on Sick Leave Occurrences – Article 18 Section 18.8*

As the parties just agreed to sick leave occurrence language in the prior agreement, the City proposes retaining current language. Discipline is discretionary with the City and there is no evidence of any absence of discretion in the implementation of this contract language. The language is, however, an effective mechanism for curtailing sick leave usage.

*OPBA Wage Proposal-Article 23*

OPBA proposes an annual 5% increase for each step in the Dispatchers contract. Currently, Dispatchers are considerably behind the average pay for Dispatchers in comparable jurisdictions. Work demands for the unit have, however, substantially increased. Not only are Dispatchers taking more calls, but additional duties have been added, such as record keeping. The City has the ability to pay the increase proposed by the Union.

*City Wage Proposal-Article 23*

Based upon internal comparability, the City proposes a 2% increase for each year of the contract. This increase is consistent with that negotiated by the Firefighters Unit and provided to non-unit City employees. The 2% wage increase is also consistent with statewide and regional wage increases. As with the other OPBA units in the City, Dispatchers are paid comparably to Dispatchers in similar jurisdictions. The rate of pay is neither “high” nor “low,” but is, rather, in the mid-range.

Discussion

***General Overview***

The City of Wadsworth negotiates with OPBA, bargaining agent for three units providing law enforcement services in the community. Additionally, the City has collective bargaining agreements with IAFF, AFSCME and IBEW. It is in the process of negotiating an initial collective bargaining agreement with Teamsters, Local 348.

Located in Medina County, Wadsworth has a population of approximately 21,567 as of 2010, an increase of more than 16% over the preceding ten years. Median household income for residents has similarly increased over that period of time and exceeds the median household income for cities in Ohio. Growth within the City in terms of business and population was described in testimony elicited by the Union as well as in the Position Statement submitted by OPBA.

Geographically situated between Akron and Cleveland, the City has been described by both the Union and the City as a “bedroom community” (See Union Position Statement, CAFR). Its ready access to an interstate highway provides transit not only for the residential and business community within the City but for shippers and travelers as well. Consequently, the City has experienced and is experiencing significant expansion in both business and retail enterprises.

Growth within the City has resulted in greater demand for law enforcement services. Increase in calls for a police response is documented in the 2014 Annual Report issued by the Wadsworth Police Department (Union Exhibit 7). Testimony was also elicited by the OPBA regarding not only the increase in calls but the changing nature of services rendered. As an example, in 2014 Officers in the Police Department received NARCAN training, a medication used to counteract the effects of a heroin overdose. Since training on use of this medication, four of five individuals have been saved by the Officers called for service.

Growth has also had its beneficial effects. Finances of the City reflect the residential and business growth, well described in the December 31, 2014 Comprehensive Annual Financial Report (“CAFR”) submitted into evidence by the Union (Union Exhibit 4). In the referenced CAFR Report, the City observed:

At December 31, 2014, the City’s assets exceeded liabilities and deferred inflows by \$134,178, 368. At year end, net position was \$54,393,862 and \$79,784,506 for the governmental activities and the business-type activities, respectively.

These 2014 net positions represent increases from the 2013 positions of \$50,532,050 for governmental activities and \$76,236,943 for business type activities.

A Standard and Poor’s Rating Report (Union Exhibit 9) favorably analyzed City finances. In its summary it stated:

In our view, the city’s budgetary flexibility is very strong. Fiscal 2012 (audited) available general fund reserves were at nearly \$2.3 million, or nearly 24% of expenditures, on a GAAP basis of accounting. Management reports that even with draws planned for both fiscal years 2013 and 2014, the available general fund reserves will (on a cash basis of accounting) remain well above 15% of expenditures for the next few years.

Thus, the City maintains reserves at or above those recommended by Generally Accepted Accounting Principles (“GAAP”).

The Standard and Poor’s Report continued: “Wadsworth’s liquidity position is very strong, in our view, with available cash at more than 2x total governmental fund expenditures and more than 20x total government funds debt service for fiscal 2012.” The Report further indicated that “income tax revenues have steadily increased over the past three years.” In addition to the CAFR and Standard and Poor’s Reports, the Union cited an Income Tax Statement (Union Exhibit 8) indicating the financial health of the City. Based on its economic evidence, the Union argues the City can well afford the monetary increases it now seeks for the three bargaining units.

Indeed, the City does not dispute its financial health in these proceedings. It does argue, however, that the 2% increase it has proposed is entirely consistent with wage increases throughout the state and with internal parity. Submitting into evidence the Annual Wage Settlement issued by SERB (City Exhibit 3), the City contends that 2% is consistent with wage increases negotiated in 2014 comparing cities, regions, and unit type.

The City further maintains that internal parity should govern the outcome of this proceeding. Since it has already negotiated a 2% increase for the Firefighters, has given a 2% increase to non-unit employees, and will offer 2% to those units with which it has yet to bargain, the City contends that the 2% it has offered for a wage increase for these three units is appropriate and reasonable.

The principle of internal parity has been recognized as a “traditional factor” by fact-finders and conciliators in impasse proceedings in Ohio (See City Exhibit 5). Consistency in insurance benefits and wage increases between employees within an entity contributes towards employee morale, effecting efficiency and productivity. While wage rates paid to City employees will necessarily vary depending upon services rendered, annual percentage increases to those wages will reflect, *at least in part*, factors common to all employees in the jurisdiction regardless of job performed.

Nonetheless, internal parity can be elusive as different units may negotiate different economic benefits. In this case, for example, the City negotiated a 2% wage rate for its Firefighters, but it also rolled into their wages a 1% increase for fire inspection services. Although the City contends the 1% is not “new money” as that benefit had been paid under prior agreements, still it is money that now adds to wages, will affect each subsequently negotiated wage increase, and will contribute to retirement and pension income.

Moreover, an argument based upon internal parity presupposes that the wage paid to the particular unit is commensurate with the service rendered. Typically, this is measured by the statutory criterion of external comparables: a comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees in comparable work, giving consideration to factors peculiar to the area and classification involved.

Submitting evidence on comparable jurisdictions, the Union herein contends that the wages paid to the three units at issue are below wages paid in similar units. Citing its own comparables, the City argues the wage rate for employees in the law enforcement units is commensurate.

Comparability as a criterion creates its own challenges. Identifying appropriate comparables is, of course, one issue. Additionally, however, there are other concerns with using comparables. All bargaining occurs in a context, a process of give and take. Seldom is a fact-finder or neutral informed as to the bargaining history of external comparables, to the exchanges that were made in the course of contract negotiations, to what was given up in order to secure certain contract language or benefits.

Additionally, unless the economic package of a comparable unit is considered in its entirety, wages alone rarely present a complete picture. More than the wage rate, economic issues include benefits and perquisites. To be truly comparable, all economic components should be taken into consideration.

Another problem with using data from comparable cities is the different bargaining cycles. For example, while the City cites the 2% increase negotiated by Medina for 2016, its labor agreement will expire at the end of October of this year, and the City will be negotiating new rates for a successor contract. Some of the figures used in the SERB Benchmark Reports and submitted into evidence do not reflect current data.

Finally, the fact-finder observes that “averages” are an imperfect measurement, especially when multiple jurisdictions with highly diverse demographics are utilized. Cities on the inner ring of a major metropolitan area are simply not demographically or economically similar to out-lying suburbs. Nor are those outer ring suburbs comparable to cities which have expanded and grown independently of a metropolitan anchor providing a business and manufacturing base. Using inner or outer ring suburbs of a metropolitan region to establish an average distorts wages appropriate and applicable to a “small town” (CAFR, p. vi) surrounded by a rural economy. Comparables are further discussed in analysis of the individual units.

The parties have agreed that the wage increase for 2016 for each unit shall be retroactive to January 1, 2016. In addition to the tentative agreements incorporated into these recommendations, the fact-finder also incorporates the Agreement that wages be retroactive to January 1, 2016.

### ***Patrol Officers Unit***

#### ***Article 23- Salary Schedule***

Acknowledging the difficulties discussed above regarding use of comparables, the fact-finder has analyzed and compared the jurisdictions cited by the Union (Exhibit 6) and the City (Exhibit 4) to sustain their respective wage proposals for Patrol Officers. Cities which both the Union and the City have referenced include Broadview Heights, Hudson, Tallmadge and Twinsburg. Additionally, the City has used Medina, another city within the same County found to be comparable to Wadsworth in size, geography and demography.

While there is a considerable range in the wages paid to top level Patrol Officers in these jurisdictions (\$72,489 for Officers in Twinsburg and \$62,858 for Officers in Medina), Wadsworth ranks in the middle. Indeed, including the various pay benefits previously referenced, Wadsworth pays its Patrol Officers slightly more than Hudson (\$68,392 compared with \$68,174). Only two of the jurisdictions, Broadview Heights and Twinsburg, pay more. Hudson, Tallmadge, and Medina pay less.

Of the comparable cities, Broadview Heights, Hudson and Medina have each negotiated a 2% wage increase for 2016. Only two cities cited by the Union have negotiated wage increases in excess of 2% for 2016. Aurora has negotiated a 2.5% increase and Twinsburg a 3% increase. These wage increases exceed the 2014 increases referenced in the Annual Wage Settlement Report issued by SERB. The average increase negotiated by cities and regionally was less than 2%, and the average increase for police in 2014 was 2.03%. The Fact-finder notes that in 2014 this unit negotiated a wage increase greater than the SERB averages for police.

Even so, the Annual Wage Settlement Report from SERB cited by the City (City Exhibit 3) must be used with caution. While it includes the most current state-wide information available from SERB, it, like the SERB Benchmark Reports, does not set forth the most recently negotiated wage increases. Moreover, SERB statewide data consists of averages which do not take into account wage reopeners, one year agreements, or monetary rather than percentage

increases. Thus, while the City correctly states that Hudson negotiated a 1% increase for 2016 and 2017, that percentage increase does not include the additional \$.35 negotiated for patrol officers with more than three years of service as of 2016 or the additional \$.25 for said officers negotiated for 2017.

Certainly, the City could pay more, but the question is should it? One of the issues addressed by the Union is the increased workload for Patrol Officers. As discussed, with growth has come an increase in the demand for law enforcement services. Yet, the increased work load is a matter of manpower rather than an increase in hourly pay. There is no evidence that the Patrol Officers in Wadsworth provide more services than those of any of the comparable cities, or that their workloads exceed and/or are different from the work performed by their counterparts. Indeed, the size of the bargaining unit compared with those cities having similar populations and comparable rates of pay is quite consistent. There simply is no basis upon which the fact-finder can conclude that the increase in calls justifies an adjustment in the rate of pay relative to Patrol Officers in similarly sized cities.

Throughout the hearing references were made to the “heroin epidemic” affecting the work load for police. Greater drug usage, however, is not unique to Wadsworth but is an issue confronting law enforcement throughout the state. An increase in drug-related calls does not necessarily justify a wage adjustment relative to other cities.

In all professions, technology and innovation have an impact upon services rendered but, the nature of service remains relatively unchanged. Use of NARCAN, for example, as a life-saving medication administered in the course of a heroin call, modifies options available to the Patrol Officer during a drug call, but it does not change the duty rendered or the endeavor to save and protect life.

Another argument made by the Union is the need “to attract quality candidates to fill the patrol positions as they become available” (Position Statement, p. 3). Some anecdotal testimony was provided at the hearing regarding officers going elsewhere to work. The contention is interesting, but it is essentially a managerial concern and it is certainly beyond the scope of the statutory criteria for fact-finding. Rather than future possibilities or problems, fact-finding addresses present realities. Currently, the Patrol Officers in Wadsworth are highly committed and well-respected components of the Wadsworth community (See Union Exhibit 7).

The Union also argues that its proposed pay increase is “is necessary to keep officer’s pay consistent with their peer groups” (Union Position statement, p. 4). While a 2016 pay increase for Tallmadge Patrol Officers is unknown, both Hudson and Medina have negotiated 2%. The 2% offered by the City for its Patrol Officers Unit will keep them consistent with this peer group.

Considering external comparables, the fact-finder concludes that the 2% increase offered by the City is fair and reasonable. While some jurisdictions have negotiated increases in excess of 2%, more consistently current annual wage increases in cited jurisdictions are 2%. Additionally, the fact-finder notes that the top pay for Patrol Officers in Wadsworth is fairly consistent with the top rate of pay in comparable jurisdictions, some paying more, others paying less.

While negotiated perquisites increase total wage differences, except for the Protective Vest Allowance, such benefits are not on the table or before the fact-finder for consideration and recommendation. Moreover, even considering the “total package,” Wadsworth Patrol Officers

still rank in the middle of similar cities. Officers in some jurisdictions receive more, in other jurisdictions they receive less.

Wage disparity for this unit may increase hereafter, as other jurisdictions negotiate successor collective bargaining agreements. But, those agreements and those wage increases are not before the fact-finder for consideration. Current figures indicate a 2% increase is appropriate and that Wadsworth Patrol Officers rank mid-range in terms of wages received. In the absence of a justification for a greater increase and based on statutory criteria the fact-finder recommends the position of the City in this matter.

**Accordingly, the fact-finder recommends a 2% wage increase for Patrol Officers for each year of its three year Agreement.**

*Article 23.3 Protective Vests*

Initially, the parties believed they had a Tentative Agreement on the issue of the Allowance for Protective Vests. As happens, the devil is in the details, in this instance, in the differential for protective vests for women officers. In the preceding contract, the parties had agreed to provide an additional \$75.00 in the protective vest allowance for women. When an increase in the protective vest allowance was agreed upon for this successor contract, the Union had understood that the previously negotiated additional \$75.00 would be carried over into the new contract. For the final two years of the Agreement, however, the City had, in its proposal, reduced the differential to \$50.00.

Having previously negotiated a \$75.00 differential for vests for women officers, the City should maintain the difference. The additional allowance was due to costs for more comfortable vests for women. In support of its proposal, the City does not challenge the extra cost for women, but argues that the negotiated allowance for the vests in general exceeds the actual cost of the vest (City Exhibit 6). This argument misses the point of the "allowance" as a perquisite compared with a "reimbursement." It also fails to take into account the time expended on the purchase of the vest, whether on line or in person. Cost to the City of this monetary benefit is minimal.

Additionally, for record keeping purposes, the City proposed the following new language: "An employee shall submit a receipt and the panel serial number to the Lieutenant or his designee within thirty (30) days of receipt of the ballistic vest allowance." The ballistic vest allowance has been at least in the prior contract without this additional requirement. Typically when considering modified or additional language, a neutral requires the proponent of the contract change to justify the amendment. In this case, there was little discussion on the rationale for the proposed language, simply its importance to the City. The nature of that importance, or evidence supportive of it, was not clearly stated. In the absence of a rationale, the fact-finder does not recommend the additional language.

**For contract year 2016, the Ballistic Vest allowance for men should be \$1,050.00 and \$1,125.00 for women; for contract year 2017, the allowance for men should be \$1,100.00 and \$1,175.00 for women; for contract year 2018, the vest allowance should be \$1,150.00 for men and \$1,225.00 for women.**

### ***Sergeants Unit***

#### *Article 23- Salary Schedule*

The only issue in contention in the Sergeants Agreement is the increase granted upon promotion and then the additional increase after one year of service as Sergeant. Currently, the Agreement between the parties provides for a promotional increase of 7% greater than the maximum rate paid to a patrolman. Upon completion of one year as a Sergeant, the wage rate is 14% greater than the maximum rate paid to patrolmen.

One would anticipate analysis of a pay increase for Sergeants to be quite similar to that of Patrol Officers and, to an extent it is. Tallmadge and Medina pay their "top" Sergeants less than Wadsworth while Broadview Heights and Twinsburg pay more. Hudson, however, differs. While Hudson Sergeants begin lower than Wadsworth Sergeants, top pay for Hudson Sergeants is greater compared with Wadsworth Sergeants. This ranking is attributable to a differential for Sergeants "up to 25%" (Union Exhibit 12). That differential is significantly greater than any other cited jurisdiction and, as discussed in the overview, the fact-finder has no knowledge as to the rationale for the Sergeant differential negotiated by Hudson.

Even so, while Wadsworth Patrol Officers rank in the middle of comparable jurisdictions, Sergeants begin to slip and are no longer mid-range. With successor negotiations, the difference has the potential for becoming greater. Given its sound and expanding economy, and in the absence of any costing out, there is little justification for Sergeants being paid less than their counterparts in the area.

Considering the current promotional or entry pay increases provided to the fact-finder, she notes that Wadsworth is below all the comparables used in this Report, excepting Hudson, which then provides successive step increases up to 25%. Entry pay for Sergeants in Tallmadge and Medina exceeds entry pay for Wadsworth Sergeants. It would appear, then, that some adjustment for entry level is appropriate, and the fact-finder recommends a 7.50% increase for entry level Sergeants.

As to a reasonable and appropriate Sergeant spread, evidence is limited, but of comparable spreads cited, 14% is on a par with other jurisdictions. Of eight (8) cities cited by the Union, three have differentials of 14%, the remaining five (5) differentials are greater. At issue, though, is the pay and not the spread.

As with the entry level for Sergeants, rather than the spread, the fact-finder considers the pay rate to determine this contract issue. Using the same comparables used for Patrol Officers, only Medina and Tallmadge are lower than Wadsworth. In the case of Medina, the ranking does not take into consideration perquisites such as uniform allowance, longevity or pension pick-up. Without considering the "spread," top pay for Sergeants in Wadsworth is low in relation to comparables and warrants adjustment. Accordingly, the fact-finder recommends a Sergeant increase of 14.50% after one year of service.

**The fact-finder recommends the entry level differential for Sergeants upon Promotion be increased to 7.50% of the highest level for Patrol Officers , and that after one year, the Sergeant differential be increased to 14.50% of the highest level for Patrol Officers.**

## ***Dispatchers***

### ***Article 23- Salary Schedule***

In addition to a substantially greater increase in wages, 5%, the Dispatchers unit proposes new language with regard to overtime opportunities and sick leave occurrences. The City argues for a 2% increase and current contract language on the other issues raised by the Dispatchers.

Discussing, first, the wage rate, and using the same comparable jurisdictions cited for the other two units, the Dispatch Unit ranks last in terms of pay, behind Broadview Heights, Twinsburg, Hudson, and Medina, without any reference to uniform allowance, longevity or pension pick-up. As there is no financial justification and as Patrol Officers and Sergeants rank differently compared with these same jurisdictions, some adjustment in wages for this unit is warranted.

As stated in the overview, internal parity in terms of wage increases may be applicable when the unit is properly placed relative to similar communities. In the case of the Dispatchers, their ranking justifies a wage increase different from the 2% recommended for the Patrol Officers. Moreover, since the Firefighters have, in effect, negotiated more than a 2% increase with a 1% fire inspection stipend now rolled into wages (and pension), the fact-finder is of the opinion that internal parity should not determine the wage increase for Dispatchers.

Nonetheless, the 5% sought by the Union is not at all consistent with 2016 rate increases negotiated for law enforcement personnel in comparable jurisdiction. Using the Union's data, Dispatchers have negotiated wage increases for 2016 ranging from 1% to 3%. Indeed, no jurisdiction referenced to the fact-finder has negotiated 3% for each year of a three year contract. Yet, other methods of enhancing wages or at least meliorating wage disparities are available. A good example is the stipend now included in wages but previously paid to Firefighters by reason of an ordinance establishing fire inspections.

When additional tasks are required, additional compensation may be warranted. Unlike changes due to innovation or technology, discussed relative to Patrol Officers, Dispatchers have been required to assume new duties. Rather than a different method of doing things typically assigned, Dispatchers now have additional tasks not previously performed by the unit. Similar to the fire inspection stipend, one of these tasks pertaining to nuisance violations is the result of a City ordinance.

Testimony elicited by OPBA establishes that not only does this unit dispatch safety and law enforcement personnel – a crucial component in any department, requiring expediency, accuracy, precision and clarity in communication--, but it also performs *new*, not changed, tasks. Dispatchers currently have responsibilities including record keeping, issuing notices, maintaining fingerprint cards, tracking license plates and interacting with the Bureau of Motor Vehicles. New job duties have been added without any increase in pay to a Unit already at the low end of comparable Dispatch units in terms of compensation.

As Tallmadge is not a comparable for Dispatchers, the fact-finder looked at North Ridgeville, cited by the City as a comparison. While North Ridgeville Dispatchers appear to be paid less, it is important to note that in the North Ridgeville Dispatch contract there are separate classifications for Records Clerk and Administrative Secretary and that these classifications,

which perform the same duties as the Wadsworth Dispatcher, are paid differentials for record keeping. When those differentials are calculated, then North Ridgeville Dispatchers performing record keeping duties are paid more than the Wadsworth Dispatcher doing the same work. Moreover, *all* Dispatchers in North Ridgeville are paid more in longevity, uniform allowance, and shift differentials.

The fact-finder has considered the impact of a 3% increase on this unit for the first year of the Agreement. In terms of rate of pay and not taking into account uniform allowance, longevity, shift differentials or pension pick-up, a 3% increase will place Wadsworth slightly above Medina for 2016. The unit will remain behind the other comparable cities, Broadview Heights, Twinsburg and Hudson. Yet, the purpose in these negotiations, as with the Patrol Officers and the Sergeants, is to keep the unit comparable and not to forge ahead of other jurisdictions. Although it is not known what comparable Police Departments will negotiate for 2017 and 2018, based on current state-wide negotiations, increases may range from 1% to 3%. A 2.5% and a 2% increase for 2017 and 2018, respectively, will keep the Dispatch unit comparable both internally and externally. Moreover, pay disparity can be remedied with other wage perquisites.

To address the additional duties discussed above, in addition to 3%, 2.5% and 2% increases, the fact-finder recommends an annual stipend, payable in January of each year, to compensate for newly assigned tasks, including record keeping required by the City nuisance ordinance. The fact-finder recommends \$450 for 2016; \$470 for 2017; and \$490 for 2018. As stated, precedent for this stipend is the previously provided fire inspection stipend.

**The fact finder recommends a 3% increase for 2016; 2.5% for 2017; and 2% for 2018. In addition, the fact-finder recommends an annual stipend payable in January of each year, of \$450, \$470, and \$490 for 2016, 2017 and 2018, respectively, for additional duties including the record keeping duties assigned to Dispatchers by reason of City ordinance.**

*Article 15.6 - Filling Positions Due to Absences*

The Union proposes new language requiring the City to use certified dispatchers to fill long term vacancies. In addition, it proposes that the employer must offer these days to the current full time Dispatcher before using certified part time dispatchers. Both Sergeants and Patrol Officers have the "right of first refusal" and the proposal of the Union is intended to bring Dispatchers into parity with the other two units.

The City seeks current contract language since it is an effective practice. In the absence of any evidence of problems with the current language, the City argues the proposal is unnecessary. Moreover, it points out that determining qualifications of employees is an inherent managerial right which must be retained.

Insofar as authority to determine qualifications is a managerial right, the fact-finder concurs with the City that this right should be maintained and not compromised by language proposed by the Union. Nonetheless, there is no reason why this unit should not have the same overtime "rights" as the Patrol Officers and the Sergeants.

The fact finder recommends the following language be added to 15.6: **Full time dispatchers shall have the right of first refusal for all overtime work due to the Employer determining an employee must work to fill a shift.**

*Article 18 – Sick Leave*

While the City seeks current contract language, the Union proposes increasing the number of sick leave occurrences from two (2) to five (5) before any counseling. Additionally, it proposes increasing the number of occurrences which may occasion discipline from three (3) to six (6). Rationale is, again, parity with the other units.

The fact-finder notes that the language in issue was newly negotiated in the predecessor contract. Further, the fact-finder observes that the change proposed by the Union is not based upon any evidence of misuse or upon any hardship experienced by any employee because of the language. How shifts are filled is different from controlling sick leave usage, and while parity was persuasive in the former, it is less so in the latter.

**The fact-finder, therefore, recommends current contract language.**

Summary

All tentative agreements are incorporated into the recommendations made herein. Consistent with the agreement of the parties, wage increases for 2016 are retroactive to January 1, 2016.

**I Patrol Officers**

**Article 23 – Salary Schedules**

The fact-finder recommends a 2% wage increase for 2016; a 2% increase for 2017; a 2% increase for 2018.

**Article 23.3 – Protective Vests**

The fact finder recommends the following Ballistic Vest Allowance; in 2016, \$1,050 for men and \$1,125 for women; in 2017, \$1,100 for men and \$1, 175 for women; in 2018, \$1,150 for men and \$1,225 for women.

**II Sergeants**

**Article 23- Salary Schedules**

The fact-finder recommends the entry level differential for Sergeants upon promotion be increase to 7.5% of the highest level for Patrol Officers; after one year, the Sergeant differential be increased to 14.50% of the highest level for Patrol Officers.

**III Dispatchers**

**Article 23 – Salary Schedules**

The fact-finder recommends a 3% increase for 2016; a 2.5% increase for 2016; a 2% increase for 2018. In addition, the fact-finder recommends an annual stipend payable in January of each

year for the additional record keeping duties required of Dispatchers, as follows: \$450 for 2016; \$470 for 2017; \$490 for 2017.

**Article 15.6 – Filling Positions**

The fact-finder recommends the following language: Full time dispatchers shall have the right of first refusal for all overtime work due to the Employer determining an employee must work to fill a shift.

**Article 18- Sick Leave**

The fact-finder recommends current contract language.

Respectfully submitted,

s/s Margaret Nancy Johnson

The foregoing recommendations of the fact-finder are dated this 26<sup>th</sup> date of February and have been sent electronically to: Benjamin S. Albrecht, Employer Representative, at [balbrecht@fishelhass.com](mailto:balbrecht@fishelhass.com); George E. Gerken, Union Representative, at [gerkenlaw@gmail.com](mailto:gerkenlaw@gmail.com); and SERB at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us).

s/s Margaret Nancy Johnson