



After extensive negotiations the parties had resolved most of their non-economic issues. However, it was acknowledged by both sides that very little negotiations had taken place with respect to economic issues.

## II. MEDIATION

Mediation was attempted prior to the hearing. After several hours three issues were resolved and are herein identified for the record:

- A. Call back pay.
- B. Court attendance
- C. Training time compensation.

## III. ISSUES AT IMPASSE

After mediation the following issues remained at impasse:

### A. COMPENSATION TIME AND "CASH OUT"

UNION: Requested increasing compensatory time from forty (40) hours to one hundred (100) hours, and the right to "cash out" up to thirty-two (32) hours each year.

CITY: Raise compensatory time to sixty (60) hours - No "Cash out".

### B. SALARY SCHEDULE

UNION: Three (3) annual increases of five percent (5%) each.

CITY: Three annual increases; three percent (3%) year one; three and one-half percent (3-1/2%) year two; and three and one-half percent (3-1/2%) year three.

C. **EXTRA PAY FOR PATROLMAN AS OFFICER IN CHARGE**

**UNION:** One (1) hour at overtime pay per day.

**CITY:** One and 00/100 Dollar (\$1.00) per hour.

D. **LONGEVITY PAY TO BE ADDED TO CONTRACT**

**UNION:** Request longevity pay.

**CITY:** Opposed to longevity pay.

E. **SPECIAL CAPACITY PAY**

**UNION:** Requests special pay for the following categories:

Emergency Response Team  
Chemical Munitions  
Accident Investigators  
Photographers  
Evidence Technicians  
Arson Investigators  
Detectives  
Field Training Officers

**CITY:** Opposed to adding any special capacity pay.

F. **HOLIDAYS**

**UNION:** Add Martin Luther King Day, and increase pay for working on holidays.

**CITY:** No additional holidays, or increase in pay for holiday work.

G. **HEALTH INSURANCE**

**UNION:** Remove employee contribution to premium; increase life insurance.

**CITY:** Opposed to removal of employee contribution, and increase in life insurance.

H. **SICK LEAVE**

**UNION:** Amend provision so that employee with fifteen (15) years or more may receive payment for accumulated sick leave upon retirement regardless of age.

**CITY:** No change in definition of retirement under police and fireman's disability pension fund.

I. **UNIFORM ALLOWANCE**

**UNION:** Increase allowance.

**CITY:** No increase.

J. **TUITION REIMBURSEMENT**

**UNION:** Delete reference to "other units of the city", and request for tuition for any class within curriculum for law enforcement related degree.

**CITY:** No change.

K. **EDUCATION PAY**

**UNION:** Add annual bonus for attaining various degrees.

**CITY:** Opposed.

L. **FIREARMS PROFICIENCY ALLOWANCE**

**UNION:** Increase from Two Hundred and 00/100 dollars (\$200.00) to Five Hundred Fifty and 00/100 dollars (\$550.00)

**CITY:** Remove firearm proficiency allowance from contract.

#### IV. POSITIONS, FINDINGS AND RECOMMENDATIONS

I am required as Fact-Finder to take into consideration certain factors including but not limited to, past contracts between the parties, comparison of issues with employees doing comparable work in other cities, the interests and welfare of the public, and the financial ability of the employer. I have done this with all of the issues discussed below.

Both sides have introduced many exhibits comparing police contracts from cities which are considered comparable to Willoughby. I appreciate the work, preparation and research of the parties.

I would like to make an important observation at this time. With respect to economic issues, some cities have emphasized wages; other cities, for whatever reason, have placed more emphasis on "fringe benefits". Therefore it is difficult to isolate one item and compare it city by city and contract by contract. The only reliable comparison therefore is the total amount received by the employees from both wages and fringe benefits.

##### A. COMPENSATORY TIME

UNION POSITION: Comp time should be increased from Forty (40) hours to One Hundred (100) hours, with an option to "cash out" up to Thirty-Two (32) hours per year. Union Exhibit 4 compares comp time bank limit of the City with the neighboring cities of Mentor, Willowick, Willoughby, Eastlake and Painesville. Willoughby ranks at the bottom in this respect. Union Exhibit 6 indicates

that some union employees exceeded the forty (40) hour limit in 1995. The cities of Eastlake and Willowick have "cash out" provisions.

**CITY POSITION:** City offers to increase the compensatory time cap to sixty (60) hours with no "cash out". Increase in compensatory time and "cash out" present scheduling and budget problems.

**FINDING:** The city is at the bottom of the range with respect to compensatory time. Comparable cities range from Sixty (60) to One Hundred Twenty (120) hours. A couple of the cities have "cash out" provisions, several do not.

**RECOMMENDATION:** I recommend that the compensatory time cap be increased to Sixty (60) hours, effective the date of execution of the contract. Also that the compensatory time cap be increased to eighty (80) hours effective April 1, 1997. Cash out request is rejected.

**B. SALARY:**

**UNION POSITION:** Average wage increases for Cuyahoga County in 1995 were 4.15%, for 1996, 3.72%. Willoughby's proximity to Cleveland makes this statistic relevant. Union Exhibit, U-1). Based upon total compensation of Lake County cities with 10,000 plus population and Euclid, Willoughby is losing ground from its former top position. (Exhibit U-2) This change is affecting morale.

The City's wage offer will not sustain the Union's top position in the area when considering the absence of fringes which are standard in other contracts. The City can well afford the Union's request for three annual 5% increases. The City's unencumbered balance as of January 1, 1995 stands at \$3,138,711.00 (Exhibit U-10) The criminal caseload of the City far exceeds neighboring cities. (Exhibit U-12)

**CITY POSITION:** City's wage scale remains at the top of Lake County cities and Euclid. (Exhibit E-1), and will remain at the top after receiving the City's proposed increases. (Exhibits E-3, E-4)

City officers are very well paid taking into consideration the entire package. According to cities of 20,000/30,000 reporting to SERB in 1994, Willoughby at the current wage rate is 26% above the average entry level and 31.9% above the average top level; using the proposed 3% wage increase, the City is 16.4% above the average entry rate and 27.4% above the average top wage for cities reporting to the SERB in 1995 (E-4) Increase of 3%, 3-1/2% and 3-1/2% will maintain the City's top position in the area.

**FINDING:** The City historically has been at the top of comparable cities with respect to wages. It is true that it has recently lost some ground and may continue to do so based on its proposed increases. Willoughby in the past has been one of the cities discussed above, that emphasize wages.

Comparing contracts is frustrating. For example, Euclid has much lower wages than Willoughby. Yet Euclid has a \$1,300.00 uniform allowance and a \$3,640.00 fire arm proficiency payment. I find because of the historical practice of emphasizing wages, that the City wage offer is inadequate, even though other City units have accepted it. As previously discussed, I am required to compare rates of employees doing comparable work.

**RECOMMENDATION:** A wage increase of 4% effective April 1, 1995, an additional wage increase of 4% effective March 31, 1996; and an additional wage increase of 4% effective March 30, 1997, (The effective dates are based upon the start of the pay period immediately preceding the anniversary date of the contract).

C. **OFFICER IN CHARGE**

**UNION POSITION:** A patrolman put in charge of a shift should receive extra compensation. Such officer is performing many of the duties of a sergeant. Without an O.I.C. the City may be required to call in a sergeant at premium pay. Union requests one (1) hour of pay at the overtime rate (approximately Thirty and 00/100 dollars (\$30.00) per day.

**CITY POSITION:** An officer in charge does not have the same duties as a sergeant. There is, however, some extra paper work. The City proposed One and 00/100 dollar (\$1.00) per hour.

**FINDING:** An officer in charge does perform services similar to, but not identical to a sergeant, and should receive extra compensation close to that of a sergeant. It was stipulated that to date, only the top class patrolmen (C) have been selected. I believe that the rate should be more than the One and 00/100 dollar (\$1.00) per hour offered by the City and closer to the sergeant's rate.

**RECOMMENDATION:** Add to the contract Article 18.5 to read as follows:

When no ranking officer is assigned as officer in charge for an eight (8) hour respective shift, a patrolman assigned as officer in charge shall receive a supplement of Two and 00/100 dollars (\$2.00) per hour added to his base rate. O.I.C. assignments shall be based on seniority." (This provision shall be effective upon execution of the contract).

D. **LONGEVITY:**

**UNION POSITION:** Mentor, Wickliffe, Eastlake, Painesville and Euclid have longevity provisions, as do most other cities in the area. Union proposes a percentage of base pay

for each full year of service, or by adding another class to the police salary schedule.

**CITY POSITION:** The police at one time did have longevity pay. It was rolled into the wage base many years ago.

**FINDING:** Most comparable cities do have contracts with longevity provisions. However, as mentioned above, one cannot isolate one issue for comparison. I find that the wage increases recommended would raise the present wage scale from a top \$43,805.00 to approximately \$49,300.00. This adequately covers this matter.

**RECOMMENDATION:** No longevity pay.

**E. SPECIAL CAPACITY PAY:**

**UNION POSITION:** Extra annual wages should be paid to employees assigned to the following:

Emergency Response Team	\$500.00
Chemical Munitions	200.00
Accident Investigators	200.00
Photographers	200.00
Evidence Technicians	200.00
Arson Investigators	200.00
Detective	100.00 per month
Field Training Officer - two hours of compensatory time for each day spent with a Probationary Officer.	

Many contracts contain special capacity pay. Special training is involved.

**CITY POSITION:** Special pays were formerly incorporated in base salaries. Admits that some contracts grant special pay; but the

comparable wage scales are more important. City pays for all of the above training. The special capacities are part of the patrolman's duties.

**FINDING:** Although there is some merit in compensatory officers for special skills, I have decided to pass on this issue. There does not seem to be any urgency. There is no lack of volunteers for special schooling. However, I do find that the Field Training Officer deserves extra compensation. He is with the Probationary Officer eight hours per day for seventeen weeks. The amount of the paper work has expanded.

**RECOMMENDATION:** No extra pay for the listed special capacities except for the Field Training Officers. I would add a new Article to the contract providing as follows; "Employees designated as Field Training Officers will be compensated for their services at the rate of \$15.00 for each day that they spend with a Probationary Officer."

The above shall be effective as of the date the contract is executed.

F. **ADDITIONAL HOLIDAY (Martin Luther King Day)**  
**AND EXTRA PAY FOR WORK ON HOLIDAYS**

**UNION POSITION:** Several cities close to Willoughby celebrate Martin Luther King Day (Wickliffe, Painesville and Euclid). Several cities also grant extra compensation for working on holidays.

**CITY POSITION:** City has thirteen (13) holidays (including one (1) personal day). This compares very favorably with neighboring cities. Holidays traditionally are scheduled like vacation days. The City permits up to five (5) holidays per year to be used as additional vacation days.

**FINDINGS:** The holiday and holiday pay compares favorable with other cities in the area.

**RECOMMENDATION:** No change in the present contract.

G. **INSURANCE:**

**UNION POSITION:** Recently the health care burden has fallen hard upon the employees. Deductible, co-pays and employee contributions reduce the employees economic package. The present program is with Qual Choice, an HMO. As generally provided under HMO's the employees are penalized if they go to providers not in the HMO. The City saves approximately \$210.00 per employee per month (family plan) by changing from its former policy to Qual Choice. Because of these savings all employee contributions to premiums should be eliminated.

The life insurance benefit should be increased.

**CITY POSITION:** Employees are adequately covered by the policy. Employee contributions will be reduced from \$27.00 (family) per pay (biweekly) to \$21.00 per pay; and from \$13.50 (single) per pay to \$10.50 per pay.

**FINDING:** Health insurance continues to present a serious problem to employers, employees and the public.

I appreciate the concerns of the City and the Union. All employers are faced with the difficult challenge to cut their costs, while at the same time providing adequate coverage. Upon a careful review of the facts I find that the City has met this challenge. For the record I am attaching a summary of the City health plan. (union Exhibit U-16) (Fact Finder Exhibit "A"). I also find that the life insurance benefit should be increased to reflect the new recommended wage scales.

**RECOMMENDATION:** The insurance provisions submitted by the City is accepted. These provisions Article 24.1 through 24.7 are attached to this opinion and identified as

Fact Finder Exhibit "B". These provisions are to replace the current Article 24.1 through 24.7. Article 24.8 should be amended by adding the following; "Effective April 1, 1996, the Employer will provide life insurance in the amount of Thirty-Five Thousand and 00/100 dollars (\$35,000.00) for the employee."

H. SICK LEAVE:

UNION POSITION: Policemen retiring with at least fifteen (15) years of service should be able to cash out regardless of age.

CITY POSITION: Sick leave provisions in present contract requiring disability or service retirement under the Police And Fireman's Pension Fund is standard in contracts for comparable cities.

FINDING: Sick leave schedule and cash out provisions of the contract compare favorably with comparable cities.

RECOMMENDATION: No change in the present contract.

I. UNIFORM ALLOWANCE:

UNION POSITION: The annual uniform maintenance allowance is low compared to several comparable cities. Request increase over the next three (3) years from the current Seven Hundred Fifty and 00/100 dollars (\$750.00) to One Thousand One Hundred and 00/100 dollars (\$1,100.00. Also requests up to One Thousand Six Hundred and 00/100 dollars (\$1,600.00) per year for detectives.

CITY POSITION: The present allowance compares favorably with area cities.

FINDING: There has been little change in the allowance over the past few years. Some contracts for comparable cities are more generous; some provide lower allowances.

**RECOMMENDATION:** Effective in January, 1996, increase the yearly maintenance to Eight Hundred Fifty and 00/100 dollars (\$850.00).

Effective in January, 1997, increase the yearly maintenance to Nine Hundred and 00/100 dollars (\$900.00).

Effective January, 1998, increase the yearly allowance to Nine Hundred Twenty-Five and 00/100 dollars (\$925.00).

No different allowances for detectives.

**J. TUITION REIMBURSEMENT:**

**UNION POSITION:** Amend Article 32.1 of the contract by deleting reference to "as afforded to other units of the City". Also include reimbursement for any class contained within curriculum for a law enforcement related degree. By deleting the above reference, the police would be independent of what other Units are granted. Other cities grant reimbursement for any required course, not only police training classes.

**CITY POSITION:** Tuition is offered on a city-wide basis as resources are available. Reimbursement should only be for police training classes.

**FINDING:** I find that the compensation level as recommended should cover tuition for Non-police training courses. However, I do agree that the reimbursement called for in Article 32.1 should be mandatory and not dependent on what is available for other units.

**RECOMMENDATION:** Delete from Article 32.1 the reference to "as afforded to other Units of the City". No tuition reimbursement for non-police training courses.

**K. EDUCATION PAY:**

**UNION POSITION:** Many contracts contain annual

bonuses for obtaining college degrees.

**CITY POSITION:** Some education pays were incorporated into base wages years ago. Not needed at this time. Many applicants have college degrees

**FINDING:** I believe that the entry level wage of over \$45,000.00 (as recommended) will attract applicants who already have some higher education.

**RECOMMENDATION:** No bonuses for college degrees.

L. **FIREARMS PROFICIENCY ALLOWANCE:**

**UNION POSITION:** Increase allowances from Two Hundred and 00/100 dollars (\$200.00) to Five Hundred Fifty and 00/100 dollars (\$550.00). Some cities in the area are higher than the City.

**CITY POSITION:** Remove the firearms proficiency allowance. If an employee is not proficient he or she should not qualify to be a police officer.

**FINDING:** Several cities in this area have provisions for firearms allowance.

**RECOMMENDATION:** No change in the present contract. Allowance to remain at Two Hundred and 00/100 dollars (\$200.00).

**V. SUMMARY OF RECOMMENDATIONS**

- A. The compensatory cap be increased to 60 hours effective upon execution of the contract. Compensatory cap be increased to 80 hours, effective April 1, 1997. No "cash out".
- B. A wage increase of 4 percent effective April 1, 1995; an additional wage increase of 4 percent effective March 31, 1996; and an additional wage increase of 4 percent effective March 30, 1997.

- C. New Article 18.5 to read as follows:  
When no ranking officer is assigned as officer in charge for an eight (8) hour respective shift, a patrolman assigned as officer in charge shall receive a supplement of two and 00/100 Dollars (\$2.00) per hour added to his base rate. O.I.C. assignments shall be based on seniority" (The above shall be effective upon execution of the contract)
- D. No longevity pay.
- E. New Article to read as follows:  
"Employees designated as Field Training Officers will be compensated for their services at the rate of Fifteen and 00/100 dollars (\$15.00) for each day that they spend with a Probationary Officer." (Effective upon execution of contract)
- F. No added holidays or increase in holiday pay.
- G. Health insurance provisions Articles 24.1 through 24.7 as presented by the City. Life Insurance increase to \$35,000.00 effective April 1, 1996.
- H. No change in the sick leave provisions of the contract.
- I. Uniform maintenance allowance to be increased to the following:  
  
Effective January, 1996, Eight Hundred Fifty and 00/100 dollars (\$850.00); January, 1997, Nine Hundred and 00/100 dollars (\$900.00; and January, 1998, Nine Hundred Twenty-Five and 00/100 dollars (\$925.00).  
  
No different allowances for Detectives.

- J. Delete from Article 32.1 the reference to "as afforded to other Units of the City". No tuition reimbursement for non-police training courses.
- K. No annual bonus for college degrees.
- L. No change in Article 33 (Firearm Proficiency Allowance).

Respectfully submitted,

DATED:

November 2, 1995

  
STANLEY B. WIENER  
Fact Finder

**SERVICE**

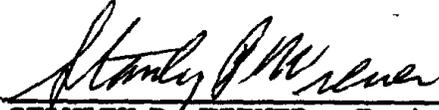
True copies of the foregoing Report were sent this 2nd day of November, 1995, to each of the following:

By Federal Express to:

Mr. TOM GRABARCZYK  
Labor Relations Management, Inc.  
5650 West Central Avenue, Suite #C-4  
Toledo, Ohio 43615

By hand delivery to:

S. Randall Weltman, Esq.  
Ninth Floor - The Halle Building  
1228 Euclid Avenue  
Cleveland, Ohio 44115

  
STANLEY B. WIENER, Fact-Finder