



### HEARING BACKGROUND

The above matter came on for hearing on October 20, 1995 pursuant to appointment through the Ohio SERB. This Report and Recommendation represents the undersigned's efforts to resolve the single issue of a second-year Wage Reopener which survived four bargaining sessions and a tendered tentative agreement which was rejected by the public employer's trustees.

The Lake Metro Parks complex is situated in Lake County, Ohio and shall hereafter be referred to as the "Employer" or the "Parks". The Employee Organization certified by the Ohio SERB to represent this bargaining unit is the Ohio Patrolmen's Benevolent Association which has been negotiating on behalf of its seven (7) bargaining unit members. It shall hereinafter be referred to as the "Union" or "OPBA". The first contract between these parties was completed in 1994 save this wage re-opener and the same for the last year.

The hearing was held at the offices of the Parks, on Spear Road. Prior to the start of the hearing both sides presented to the Fact Finder pre-hearing position statements setting forth their demand and other required responses on the thus designated open wage issue.

The evidence was professionally presented by each side enabling the proceedings to be dispositive of both positions. The Public Employer submitted a final wage offer predicated on retaining the existing wage range.

OPBA offered proof that its position had support in other safety force settlements and on the nature of the Ranger/Park Service classification.

The OPBA committee was comprised of Business Agent Jon Heineman and Ranger James Venaleck.

The Parks were represented by Legal Counsel Leo J. Talikka who had in attendance Deputy Director Steve Madewell, Finance Director Kenneth E. Kleppel and Chief Ranger Douglas L. McLean.

### MEDIATION

The parties were told that mediation, if mutually requested, would not continue indefinitely to the point of becoming unproductive. Given that they asked to proceed on the sole issue without invoking mediation measures.

The sole (1) open issue is listed as follows:

1. Article XXVIII Wages (Re-opener Year Two).

The exclusion of witnesses from the hearing room was not deemed necessary by the advocates, therefore all persons in attendance remained throughout the hearing.

I might add that the advocates and their committees extended their full cooperation and assistance to the Fact Finder in conducting the hearing without undue delay.

### RESOLUTION CRITERIA

The following recommendations take into consideration the factors enumerated in Section 4117.14 (C) (4) (e) of the Ohio Revised Code. These are:

1. Past collectively bargained agreements, if any, between the parties;

2. Comparison of the unresolved issue 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;

3. The interest and welfare of the public, the ability of the public employer to administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4. The lawful authority of the public employer;

5. Any stipulations of the parties;

6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues mutually submitted to agreed upon dispute settlement procedures in the public service or in private employment.

The parties' relative positions have been amply demonstrated to and studied by the undersigned. I believe the parties understand that they are not hopelessly split on the economic issue of wages but nonetheless remain apart. My mission statement therefore is to recommend a wage raise which will take into consideration the parties' end positions as well as any mid-point or different number(s) I feel warranted. Consequently, there is no need in my view to author a treatise on the subject. I am convinced these parties understand their own and each other's proposals so I will not needlessly expand on this by extensive reiteration of given facts. It was made clear to both sides that proceeding to past this stage without agreement leaves the ultimate "trump card", labor stoppage as this is not a non-right to strike unit under SERB law.

It must be understood that Fact Finders are not blessed with special knowledge or powers beyond the parties' own. My goal is to discern a "feel" of the situation sufficient to undertake rendering an equitable result. The next level puts the responsibility back onto the parties. If that causes either one of them some concern for the outcome I suggest that they give my recommendation an earnest look.

### ITEMS FOR RESOLUTION

As a result of the above enumerated procedures the parties presented the following unresolved issue to the Conciliator:

1. WAGES

#### EMPLOYER'S POSITION

The City's final offer for wages in the second year is a 3.85% increase in the base rates for all Rangers in the bargaining unit

This position is premised upon the budgetary picture and the factual reality of the need to pass the main operating levy's renewal in order to provide anything close to the current level of services. Failing that, only a "care-taker" budget would exist since assets cannot be sold or otherwise compromised without resulting in escheatment.

True, the other employees received four per cent (4%) raises this past year but the 3.855 offer keeps the Rangers in line with other Metro Park Rangers.

In the Parks' view the equitable thing to do is treat the unit on an across the board raise until the renewal issue is known.

#### UNION POSITION

This bargaining unit has not received a negotiated raise in the first year and is in a "catch up" mode. The Union demand for step increases is equitable and certainly not unknown elsewhere according to its comparables.

The General Fund's crisis has no bearing on switching to steps. If no renewal, then it becomes academic as to the better position on a wage raise. This demand spends about \$11,000.00, about \$5,000.00 more than what was offered.

There is no evidence that the Employer cannot afford an adjustment commensurate with today's public sector market place.

The OPBA demand treats the steps by 4% and limits them to six in number as follows:

START.....	\$11.80
AFTER 1 YEAR.....	\$12.51
AFTER 2 YEARS.....	\$13.26
AFTER 3 YEARS.....	\$14.06
AFTER 4 YEARS.....	\$14.90
AFTER 5 YEARS.....	\$15.79

Employees not passing an annual evaluation may be retained in a step for an extra year. Raises commence on anniversary dates of service.

**RECOMMENDATION**

I recommend incorporating a feature from each sides' position by adjusting the base wage rates upward across the board by 3.85% retroactive to April 1, 1995.

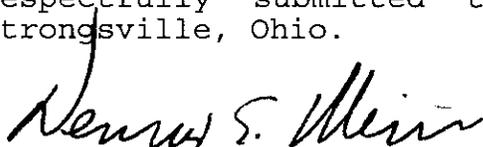
Then, effective with the first full pay period in February of 1996, I recommend adopting a step scale based on the OPBA demand, supra. This is:

START.....	\$11.80
AFTER 1 YEAR.....	\$12.51
AFTER 2 YEARS.....	\$13.26
AFTER 3 YEARS.....	\$14.06
AFTER 4 YEARS.....	\$14.90
AFTER 5 YEARS.....	\$15.79

Employees not passing an annual evaluation may be retained in a step for an extra year. Raises commence on anniversary dates of service.

This would make things more predictable and of course, if a dramatic shortfall or failure of the levy renewal happens the third year reopener can be negotiated from the vantage point of that knowledge.

Respectfully submitted this 24th day of October, 1995 at Strongsville, Ohio.



Dennis E. Minni  
Fact Finder