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In the Matter of: :
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FACT-FINDING BETWEEN FRATERNAL : Case Nos. 96-MED-04-0271
ORDER OF POLICE, LODGE NO. 48 : 96-MED-04-0321
(DISPATCHERS, AND PATROL : 96-MED-04-0322
OFFICERS AND SERGEANTS) : :
and : Howard D. Silver
: Fact-Finder
: :
City of Fairborn, Ohio :

REPORT OF FACT-FINDER

APPEARANCES

For: Fraternal Order of Police, Lodge No. 48

Ross Rader
Staff Representative
Fraternal Order of Police of Ohio, Inc.
Ohio Labor Council, Inc.
222 East Town Street
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For: City of Fairborn, Ohio

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This matter came on for fact-finding on August 30, 1996, at 10:00 a.m., at 44 West Hebble Avenue, Fairborn, Ohio. Both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. The record in this matter was closed on August 30, 1996 at 11:30 a.m.

The parties to this fact-finding, City of Fairborn and Fairborn New City Lodge No. 48, Fraternal Order of Police, Ohio Labor Council, Inc., were parties to two predecessor collective bargaining agreements, one with Fairborn Police Dispatchers, a contract in effect from March 5, 1994 through July 5, 1996; and one with Fairborn Police Officers and Police Sergeants in effect from January 1, 1994 through June 30, 1996. The issues presented to the fact-finder in this consolidated fact-finding are wages for police dispatchers, and wages and health insurance contributions among police officers and police sergeants.

Dispatchers

The Union proposes a 3% wage increase for Fairborn Police Dispatchers effective July 1, 1996, a 3% increase effective July 5, 1997, and a 4% increase effective July 4, 1998.

The Employer proposes a 3% wage increase for Fairborn Police Dispatchers effective the first year of the contract, a 3% increase effective the second year of the contract, and a 2-1/2% increase effective the third year of the contract.

The city of Fairborn has a population of approximately 31,300.

The Fairborn Dispatcher Unit is comprised of eight full-time personnel classified as Police Dispatchers who have completed their probationary period.

The base rate for Fairborn Police Dispatchers effective March 5, 1994 was \$10.24 per hour (\$21,299.20 per year); effective July 1, 1994, the base rate for Dispatchers increased to \$10.60 per hour

(\$22,048.00 per year). Effective July 1, 1995, the base rate for Fairborn Police Dispatchers rose to \$10.97 per hour (\$22,817.60 per year). The Dispatcher unit is paid through seven steps leading to a top pay, effective March, 1994, of \$13.70 per hour (\$28,496.00 per year); increasing to \$14.18 per hour (\$29,494.00 per year), effective July 1, 1994; increasing to \$14.68 per hour (\$30,534.40 per year) effective July 1, 1995. The wages of Dispatchers, using March 5, 1994 as a baseline, have risen 7.3% from March 5, 1994 through June 30, 1996, a period of slightly more than two years. This increase results from a 3.5% annual wage increase effective July 1, 1994, followed by a second 3.5% increase effective July 1, 1995. At the conclusion of the parties' predecessor collective bargaining agreement, an agreement that was in effect from March 5, 1994 through July 5, 1996, the base rate for Fairborn City Dispatchers was \$22,817.60 per year, with ascending steps in the amount of \$24,044.80; \$25,313.60; \$26,353.60; \$27,726.40; \$29,099.20; and \$30,534.40.

In addition to dispatching duties, Fairborn Dispatchers are required to perform selected corrections officer duties in the city jail.

The average increase from step to step within the seven steps available to Fairborn City Dispatchers is 5.0%.

The base salary of Fairborn Dispatchers is \$22,818.00. The Union presented six Ohio cities with populations between 28,000 and 36,000 for which information is on file with the State Employment Relations Board as to bargained wage increases within collective

bargaining agreements in effect in 1996, 1997, and 1998, Union Exhibit 1, page 3. This data presents base and top salaries for police dispatchers in the cities of Beavercreek, Gahanna, Grove City, Shaker Heights, South Euclid, and Upper Arlington, Ohio. City of Fairborn Dispatchers, with a base salary of \$22,818.00 and a top salary of \$30,534.00, lie fourth among these cities, \$1,144.00 above these cities' average base salary, and \$800.00 above these cities' average top salary. Among a list of cities which includes Upper Arlington and Shaker Heights, two of the wealthiest cities per capita in Ohio, Fairborn Dispatchers find themselves in the middle of this listing, only \$55.00 from third place for base salary, and in third place among top salaries, \$1,485.00 from the second place city, Beavercreek, Ohio. While it is also true that Fairborn Dispatcher top salary, \$30,534.00 (step 7) is \$4,179.00 below first place on this list, first place for both base and top salary is Upper Arlington, Ohio, an uncommonly prosperous Ohio city of 34,128.

The final bargaining session between the parties prior to fact-finding found the Employer's wage proposal for the Dispatchers at 3%, 3%, and 2.5%, with the Union proposing 3%, 3% and 3%. At fact-finding the Union's proposal became 3%, 3%, and 4%. Unlike conciliation wherein the conciliator is constrained to choose one or the other of the final proposals of the parties, the fact-finder may recommend to the parties an outcome different from the parties' final positions. A consideration of the bargaining history between these parties leading to this fact-finding reveals a final Union

position of 3% for July 4, 1998, presenting a proposal, at that time, which was one-half of 1% from the Employer's wage proposal over the three years of the contract.

The Employer agrees that Fairborn Dispatchers are roughly in the middle among similarly situated police dispatchers and the 3%, 3%, and 2.5% offered by the Employer mirrors similar wage increases for an AFSCME contract with the city of Fairborn which also provides for 3%, 3%, and 2.5%. The Employer notes that teachers at Fairborn City Schools bargained for recent pay increases of 2.9% and 2.5%, and an AFSCME school unit bargained the same increases, 2.9% and 2.5%, for January, 1997 and January, 1998, respectively.

Greene County Sheriff bargaining unit members bargained a 5% increase for 1995 and a 4.5% increase in 1996.

Fairborn city voters recently defeated, by 225 votes, a .5% increase in the city income tax. This increase was intended to replace two city levies formerly used to fund city operations, levies which had to be renewed every five years. A city operating levy is on the ballot for November, 1996, and the Employer emphasized that its passage is not assured. In this regard the Employer presented a graph reflecting election results for a 4.8 mill and a .9 mill operating levy for the years 1966 through 1990. This graph describes a peak in 1971 with winning margins of over 2,500 votes, to margins of zero or only slightly above by 1990.

The city of Fairborn enjoyed a carry-over balance to the city's general fund in the neighborhood of 15% of its operating budget. In 1996, this carry-over balance diminished to 12%. The

Employer believes the 3%, 3%, and 2-1/2% wage increases are reasonable and fair and enunciated the philosophy of the city of Fairborn to be average or slightly above average among similarly situated municipal police dispatchers. The Employer pointed out that jailers are usually paid less than dispatchers.

The Union reminds the fact-finder that the increases that are being proposed by the parties are to take effect in early July of this and the following two years, a mid-year contract which, in the Union's view, makes the 1996 wage increases "on the light side" when compared to wage increases taking effect January 1, 1996. The Union argues that when the pay increases proposed by the parties are extended back to January 1, 1996 and compared to the top and base salaries of comparable city police dispatchers, among populations comparable to that of the city of Fairborn, the dispatcher wages fall within the comparison.

The Union also claims that the cities compared to the city of Fairborn have, on average, 5.2 steps to the highest pay rate while Fairborn Dispatchers must ascend seven steps to reach top pay. This extra 1.8 steps over average, argues the Union, works to the disadvantage of Fairborn Dispatchers as it elongates the time required to reach the top step.

There are no collective bargaining agreements bargained on behalf of the city of Fairborn which have within them language tying pay increases to those units to the pay increases paid to the dispatcher unit.

It bears mentioning that the parties have been almost entirely successful in negotiating between themselves, prior to fact-finding, all of the elements necessary to a collective bargaining agreement, with the exception of wages. Even on this final subject the parties are not in disagreement for wage increases for July, 1996 and July, 1997, agreeing to 3% for each year. There remains only the wage increase to be effective in July, 1998, and the difference separating the parties on this final issue is one and one-half percent. If the Union's final offer during bargaining is considered, the difference between the parties in bargaining their successor agreement amounts to an increase or lack thereof of one-half of one percent effective July, 1998.

The fact-finder prefers to consider as the Union's proposal the 3% last offered to the Employer at the conclusion of bargaining prior to fact-finding. To use the higher 4% figure proposed by the Union at the fact-finding hearing obviously increases the difference between the parties' proposals on this point, but it also, in the opinion of the fact-finder, diminishes the importance of bargaining and thereby reduces the pressure on parties at concluding bargaining sessions to come to a final position. The fact-finder can find no particular evidence in support of the 4% figure over the 3% figure and therefore compares the 2-1/2% for July, 1998 offered by the Employer to the 3% figure last proposed by the Union in formal bargaining with the Employer.

The amount of the difference between the parties as to the wage increase for the bargaining unit members effective July, 1998

is small enough so as not to bring into question, to any significant degree, the ability of the public Employer to fund the increase. The Employer presented the status of a necessary operating levy to the city of Fairborn and correctly noted that there are no guarantees that this levy will be approved by the voters. The fact-finder can make no decision based on an election to occur two months hence and therefore while he keeps in mind the general financial circumstances facing the public Employer, he reaches no conclusion on the likelihood of the operating levy passing or failing in November, 1996.

In support of its 2-1/2% proposal, the Employer refers to identical wage increases approved for an AFSCME unit and implies that increases in accordance with the AFSCME increases would reflect consistency and continuity in negotiations with different units by the Employer. The exclusive representative of the bargaining unit in this fact-finding did not participate in the bargaining with these other units and the fact-finder is therefore reluctant to use increases in other units as a mold for the increases bargained by the parties in this fact-finding. While the Employer's intention to act and appear consistent in its negotiations with all city workers is understandable, this fact-finder knows nothing about the other units referred to by the Employer, as to their job duties, as to the safety hazards associated with their positions, or the parties' bargaining history. While the Employer's intention to act and appear consistent within its bargaining is perfectly reasonable, it is an

objective that is unilateral, and not a goal which benefits the bargaining unit in any direct way.

While the Employer points out that jailers are often paid less than police dispatchers, the evidence presented reflects that Fairborn Dispatchers are required to perform certain duties within the jail in the role of corrections officer. It was generally agreed at the fact-finding hearing that requiring Dispatchers to perform jail duties is rare in the state of Ohio, and some Union representatives claimed this situation to be unique in the state. The fact-finder finds the duties in the jail to present an increased hazard to the safety of bargaining unit members, a factor supporting an increase in pay in compensation for these increased risks.

It was generally agreed by the parties that, at present, the consumer price index (CPI) is at about 3%, a rough estimate of the nature of inflation in the United States economy at present. The wage increases proposed by the parties for July, 1996 and July, 1997 are each 3% and, in real money, would tend to leave Dispatchers with roughly the same buying power enjoyed July 1, 1995.

The final year wage increase intended for this contract in July, 1998 appears to the fact-finder to be better served by a 3% increase rather than a 2.5% increase. The extra jail duty provided by these dispatchers, the maintenance of wages for bargaining unit members at present levels in comparison to inflation, the wage position of Fairborn Dispatchers among comparable dispatchers in

cities of comparable size leads the fact-finder to recommend 3% increases for July 1, 1996 and July 5, 1997, and a 3% increase for July 4, 1998. The fact-finder also recommends included in the parties' predecessor contract all other language tentatively agreed by the parties for inclusion within the parties' successor collective bargaining agreement.

In making this recommendation the fact-finder has considered all criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code rule 4117-9-05(J) and Ohio Administrative Code rule 4117-9-05(K).

RECOMMENDED LANGUAGE: Wage Rates

See following page.

EXHIBIT "A"
JOB CLASSIFICATION AND WAGE RATES

1. Job Classification

The following pay grades for the indicated job classifications shall be in effect as of the effective date of this Agreement and shall remain in effect during the term of this Agreement.

<u>Job Classification</u>	<u>Pay Grade</u>
Police Dispatcher	510

2. Wages Rates

The following wage rates for the indicated pay grades shall be in effect commencing July 1, 1996.

		<u>PAY STEPS</u>						
<u>Pay Grade</u>		A.	B.	C.	D.	E.	F.	G.
<u>510</u>								
H.		11.30	11.91	12.54	13.05	13.73	14.41	15.12
B.		904.00	952.80	1,003.20	1,044.00	1,098.40	1,152.80	1,209.60
A.		23,504.00	24,772.80	26,083.20	27,144.00	28,558.40	29,972.80	31,449.60

The following wage rates for the indicated pay grades shall be in effect commencing July 5, 1997.

		<u>PAY STEPS</u>						
<u>Pay Grade</u>		A.	B.	C.	D.	E.	F.	G.
<u>510</u>								
H.		11.64	12.27	12.92	13.44	14.14	14.84	15.57
B.		931.20	981.60	1,033.60	1,075.20	1,131.20	1,187.20	1,245.60
A.		24,211.20	25,521.60	26,873.60	27,955.20	29,411.20	30,867.20	32,385.60

The following wage rates for the indicated pay grades shall be in effect commencing July 4, 1998.

		<u>PAY STEPS</u>						
<u>Pay Grade</u>		A.	B.	C.	D.	E.	F.	G.
<u>510</u>								
H.		11.99	12.64	13.31	13.84	14.56	15.29	16.04
B.		959.14	1,011.05	1,064.61	1,107.46	1,165.14	1,222.82	1,282.97
A.		24,937.53	26,287.25	27,679.81	28,793.86	30,293.54	31,793.22	33,357.17

Police Officers and Sergeants - Wages

The Union proposes a 4% wage increase for City of Fairborn Police Officers and Sergeants effective July 1, 1996, a 4% increase effective July 5, 1997, and a 4% increase effective July 4, 1998.

The Employer proposes increased wages across the board of 3% effective the first year of the contract, 3% the second year of the contract, and 2.5% effective the third year of the contract.

The city of Fairborn has a population of approximately 31,300.

The Fairborn Police Officer and Sergeant Unit is comprised of forty-four full-time employees who are sworn law enforcement officers and classified as Police Officers and Police Sergeants.

The base rate for City of Fairborn Police Officers effective January 1, 1994 was \$13.85 per hour (\$28,808.00 per year); the base rate of Police Officers increased as of January 1, 1995 to \$14.27 per hour (\$29,681.60 per year); and effective January 1, 1996, rose to \$14.56 per hour (\$30,284.80 per year).

The base rate for Fairborn Police Sergeants effective January 1, 1994 was \$18.84 per hour (\$39,187.20 per year), this base rate increased to \$19.57 per hour (\$40,705.60 per year) effective January 1, 1995, and effective January 1, 1996 increased to \$20.14 per hour (\$41,891.20 per year).

Fairborn Police Officers are paid among seven steps while Fairborn Police Sergeants have only three steps in their pay ladder. The top annual pay for Fairborn Police Officers was \$37,564.80 effective January 1, 1994; \$38,688.00 effective January 1, 1995; and \$39,457.60 effective January 1, 1996.

The top annual pay for Fairborn Police Sergeants effective January 1, 1994 was \$42,452.80; effective January 1, 1995 it became \$44,096.00; and effective January 1, 1996, the top annual pay for Fairborn Police Sergeants was \$45,385.60. The increase in wages enjoyed by Fairborn Police Officers from January, 1994 through January, 1996, amounted to 4.9%. The increase in the base salary of Fairborn Police Sergeants from January 1, 1994 through January 1, 1996 increased by 6.9%. The annual average increases in base pay described by these figures amount to about 2.5% per year for Police Officers and about 3.5% per year for Police Sergeants. For top pay, from January 1, 1994 through January 1, 1996, Fairborn Police Officers' highest step (step G) increased 5% while the Sergeants' maximum pay, step G, increased 6.6% for a maximum wage increase for Police Officers of about 2.5% per year and an increase in maximum wages for Police Sergeants amounting to about 3.3% per year.

The average increase from step to step within the seven steps available to Fairborn Police Officers is 4.5%; the average increase from step to step within the three steps available to Police Sergeants is 4.1%.

The base salary of Fairborn Police Officers is \$30,285.00. The Union presented ten Ohio cities with populations between 28,000 and 36,000 for which information is on file with the State Employment Relations Board as to wage increases within collective bargaining agreements in effect in 1996, 1997, and 1998. Data concerning these ten cities presents base and top salaries for police officers in the cities of Beavercreek, Gahanna, Grove City, Maple Heights,

Shaker Heights, South Euclid, Strongsville, Upper Arlington, Westerville, and Westlake, Ohio and can be found in Union Exhibit A, pg. 3. Fairborn Police Officers, with a base salary of \$30,285 and a top salary of \$39,458, lie fifth on the base salary list and eighth among the top salary rates among these cities. The base rate for Fairborn Police Officers is \$654.00 below the average base wage among these cities and \$2,642.00 below the average top rate for police officers among these cities. The average number of steps among the wage scales for police officers in these cities is 4.4, with the city of Fairborn employing seven steps.

Using the same cities, the Union presented comparisons of base and top salaries for police sergeants among nine of the ten cities used in making the police officer comparison. Using data from the cities of Beavercreek, Gahanna, Grove City, Maple Heights, Shaker Heights, South Euclid, Strongsville, Upper Arlington, and Westlake, Ohio, Fairborn Police Sergeants' base pay is \$4,823.00 below the average base pay among sergeants among these cities and ranks Fairborn Police Sergeants last in base pay. Sergeants' top pay is \$2,109.00 below the average top pay for these cities and ranks second from last among these cities.

The Employer has also presented minimum and maximum salaries for police officer wages and police sergeant wages using a different set of cities, namely Moraine, Piqua, Kettering, Vandalia, Middletown, Beavercreek, Centerville, West Carrollton, Trotwood, Englewood, Sidney, Xenia, Huber Heights, Miamisburg, Troy, Springfield, and Greene County for purposes of comparison.

In its comparisons the Employer provides the present location of Fairborn Police Officers' base and maximum wages, and places among these cities the location of Fairborn Police Officers and Fairborn Police Sergeants should the Employer's proposal be utilized, as well as where the wage rates would be located on this listing should the Union's proposal be used. The present base and top rates are also located on these lists for comparison.

On the list of cities utilized by the Employer, Fairborn Police Officers' base rate, at present, places sixth among the listing of eighteen political subdivisions (17 cities and a county), and tenth among maximum salaries. A similar comparison of base salary for Fairborn Police Sergeants places it seventh; for top rate the Employer's comparables place the Fairborn Police Sergeants thirteenth. By implementing the Employer's proposal, the base rate of Fairborn Police Officers rises from sixth place to fourth place, and raises the top rate for Fairborn Police Officers from tenth place to fourth place. The Union's proposal would place Fairborn Police Officers base rate and top rate at the fourth level on the Employer's listing of comparable cities and county.

For Fairborn Police Sergeants, the Employer's proposal would raise the base rate from seventh to fifth, as would the Union proposal, with the top rate paid rising from thirteenth position to fourth. The Union's proposal would place Fairborn City Police Sergeants' wages at the third level on the Employer's listing.

The Union contends that Fairborn Firefighters have enjoyed greater wage increases than have Fairborn Police Officers and

Police Sergeants. The Fairborn Firefighters, through a conciliation award, received a 4% wage increase effective January 1, 1996 and will receive a 4% increase effective January 1, 1997. The Union notes that though the Fairborn Police Officers and Sergeants are seeking a 4% increase in the first year of the parties' successor agreement, if the first wage increase occurs July 1, 1996, Fairborn Police Officers and Sergeants will already have missed out on a wage increase during the six months for which the Firefighters have received an increase of 4%. The Union desires parity with the Fairborn Firefighters as to wage increases and noted that historically police officers and sergeants have been paid more than firefighters by the city of Fairborn, though now, claims the Union, police officers and sergeants are required to play catch up to the wages now enjoyed by Fairborn Firefighters.

The Employer contends that the conciliation award for the Fairborn Firefighters ordering wage increases by 4% and 4% was an anomaly and not in step with the economic realities facing the city of Fairborn and not in conformity with wage increases bargained by the Employer with other units. The Employer contends that the wages of the Fairborn Police Officers and Sergeants are very comparable to similarly situated police officers and sergeants working in Ohio cities with populations comparable to the city of Fairborn, and notes that the base and top salaries for Fairborn Police Officers and Police Sergeants are located in the middle or slightly above the middle of the comparable cities and county presented by the Employer.

The Employer also noted that Fairborn Police Officers and Sergeants will enjoy watch differentials under the parties' successor agreement which, under common circumstances, will provide a \$.40 per hour increase in wages. The Employer claims that it is probable that many bargaining unit members will earn as much as \$630.00 in extra wages annually as a result of this watch differential. The Employer notes that twenty-two of thirty-nine Fairborn Police Officers work the second or third watch, each of which provides a pay differential. The Employer emphasizes that the differential provides to bargaining unit members a substantial source of increased earnings.

The Employer believes that 4% increases as recommended by the Union are out of touch with the Fairborn community, noting that Fairborn's economy is moving downward and pointing out that school employees in the area who had not received pay increases in three years agreed to increases of 2.9% and 2.5%. The Employer believes that its wage proposal is fair and maintains the relatively strong wage positions enjoyed by Fairborn Police Officers and Sergeants in comparison to similar positions in other comparable cities. The Employer warns that in the event 4% wage increases are granted, voters in the city of Fairborn will make their displeasure known about these increases by voting down levies.

The wage proposals by the parties, 4%, 4%, and 4%, as opposed to 3%, 3%, and 2.5%, differ by 1% the first two years of the parties' successor contract and 1-1/2% in the third year of this three-year agreement. The wage comparables offered by both parties

do not differ greatly in the positioning of Fairborn Police Officer and Sergeant pay among the cities used, though the Employer's comparables show a slightly stronger position and the Union comparables show a slightly weaker one. This difference, of course, is caused by using different cities to compare, but the fact-finder finds that city of Fairborn Police Officers and Sergeants, in terms of base and top wages, are located, overall, in the upper-middle portion of the comparables presented. The one exception to this is the lower finish of the top pay for Fairborn Sergeants among the cities presented.

The differences between the parties' wage proposals are relatively small in amount (1%, 1%, and 1.5%) but widely separated by philosophy. The Employer stresses the fairness of its offer, the consistency of the city of Fairborn's bargaining posture toward this unit and other units with which it bargains, and urges upon the fact-finder consistency in recommending wage increases for this unit in comparison to increases among other public employees in the area. The Union also emphasizes what it believes to be the fairness of its proposal and points to 4% increases to Fairborn Firefighters which were imposed by a conciliation order. The Employer finds the 4% increase as ordered by the conciliator to be an anomaly and out of line with trends within the city and its general area.

The fact-finder recommends that the Union's proposal on wages be adopted. While the Employer has cautioned the fact-finder concerning the vagaries of electoral contests concerning city operating levies, 4% increases for these police officers and

sergeants effective July 1, 1996, July 5, 1997, and July 4, 1998 do not appear to the fact-finder to be anomalous. The consumer price index (CPI) within the last year is agreed to be generally at 3% and the hazards and risks inherent in police work seems comparable to the safety concerns associated with fire-fighting. It is true that police officers in the Fairborn City Police Department receive watch differentials but these are presumably to compensate officers for working during these later hours. The fact-finder does not find that the differentials paid to the police officers to be a factor standing in the way of the 4% increases demanded by the Union.

There is nothing unfair or unreasonable about the Employer's wage proposals and the proposals are consistent with wage proposals made by the city of Fairborn to other public employee units with which the city bargains. The workers within the bargaining unit at issue in this fact-finding, however, are police officers and police sergeants, sworn law enforcement personnel who face hazards inherent in the kind of work they perform. This type of work, the size of the city, and the comparisons of base and top wages presently enjoyed by Fairborn City Police Officers and Police Sergeants to police officers and police sergeants employed by cities of comparable size, persuade the fact-finder to recommend the wage proposal suggested by the Union.

RECOMMENDED LANGUAGE: Wage Rates

See following page.

EXHIBIT "A"

The following wage rates for the indicated pay grades shall be in effect commencing July 1, 1996.

		<u>PAY STEPS</u>					
<u>Pay Grade</u>	A.	B.	C.	D.	E.	F.	G.
238							
H.	15.14	15.92	16.67	17.43	18.21	18.96	19.73
B.	1,211.20	1,273.60	1,333.60	1,394.40	1,456.80	1,516.80	1,578.40
A.	31,491.20	33,113.60	34,673.60	36,254.40	37,876.80	39,436.80	41,038.40
240							
H.					20.95	21.80	22.69
B.					1,676.00	1,744.00	1,815.20
A.					43,576.00	45,344.00	47,195.20

The following wage rates for the indicated pay grades shall be in effect commencing July 5, 1997.

		<u>PAY STEPS</u>					
<u>Pay Grade</u>	A.	B.	C.	D.	E.	F.	G.
238							
H.	15.75	16.56	17.34	18.13	18.94	19.72	20.52
B.	1,260.00	1,324.80	1,387.20	1,450.40	1,515.20	1,577.60	1,641.60
A.	32,760.00	34,444.80	36,067.20	37,710.40	39,395.20	41,017.60	42,681.60
240							
H.					21.79	22.67	23.60
B.					1,743.20	1,813.60	1,888.00
A.					45,323.20	47,153.60	49,088.00

The following wage rates for the indicated pay grades shall be in effect commencing July 4, 1998.

		<u>PAY STEPS</u>					
<u>Pay Grade</u>	A.	B.	C.	D.	E.	F.	G.
238							
H.	16.38	17.22	18.03	18.86	19.70	20.51	21.34
B.	1,310.40	1,377.60	1,442.40	1,508.80	1,576.00	1,640.80	1,707.20
A.	34,070.40	35,817.60	37,502.40	39,228.80	40,976.00	42,660.80	44,387.20
240							
H.					22.66	23.58	24.54
B.					1,812.80	1,886.40	1,963.20
A.					47,132.80	49,046.40	51,043.20

Police Officers and Sergeants - Health Care Coverage Premiums

The Employer proposes that Fairborn Police Officers and Police Sergeants contribute 5% of the premiums necessary to provide to them and their families health care coverage effective July 1, 1997, and effective July 1, 1998 contribute 10% of the cost for this coverage. The Employer emphasizes that no contributions are proposed from the bargaining unit members through June 30, 1997, the period of time during which the city of Fairborn will bear 100% of the health coverage costs. The Employer emphasizes that all other public employee bargaining unit members, including Police Dispatchers, contribute to health care coverage, with the exception of city of Fairborn Firefighters.

The Union recommends that the city of Fairborn continue to bear 100% of the cost of health insurance but offers to provide some protection in the event of substantial increases in the costs for coverage by agreeing to pay 10% of those amounts which exceed certain caps agreeable to the Union. The health care coverage caps within the parties' predecessor agreement were, effective October 1, 1994, \$621.81 for family coverage and \$230.63 for single coverage. The Union proposed that these caps be reduced by 15% and in the event that insurance costs to the city for bargaining unit members exceed the lowered caps, the bargaining unit members will pay 10% of the overage.

The evidence presented by the parties as to health insurance persuades the fact-finder that even if the caps within the collective bargaining agreement between the parties in effect on

June 30, 1996 were reduced by 15%, the caps would still be substantially above the health care costs to the city of Fairborn. The Union's proposal therefore presents practically no risk of contribution on behalf of the bargaining unit members. The Union points out, however, that the caps imposed by the conciliation award for Fairborn Firefighters for health insurance coverage were even higher than those within this bargaining unit's predecessor agreement. The Union notes that while the city of Fairborn pays for 100% of the health care coverage for bargaining unit members, it provides no dental or optical coverage and the Union sees no good reason for Fairborn Police Officers and Police Sergeants to be required to contribute to this benefit.

The fact-finder finds the Employer's proposal as to health care premiums to be fair and reasonably intended to spread the cost of health care coverage for bargaining unit members in a way that eases in said contributions over the next two years. Under the Employer's proposal the city would continue to pay 100% of these costs and receive no contributions from Union members through June 30, 1997, and then would receive a 5% contribution from July 1, 1997 through June 30, 1998. Effective July 1, 1998, the 10% contribution would take effect.

The fact-finder finds that health care coverage is fast becoming one of the most expensive benefits offered to bargaining unit members, second only to wages as a compensation category. The huge amounts of money required to sustain health care coverage are expended for the particular benefit of bargaining unit members and

their families. The fact-finder can think of no reason why the costs of these direct benefits should not be shared by bargaining unit members in support of direct benefits which they have demanded. The fact-finder finds the Employer's proposal on health care coverage contributions from the bargaining unit members to be fair, reasonable, and in keeping with the majority of public employees employed by the city of Fairborn. The fact-finder therefore recommends the Employer's proposal as to health care coverage contributions from the bargaining unit members.

In making this recommendation the fact-finder has considered all criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code rule 4117-9-05(J) and Ohio Administrative Code rule 4117-9-05(K).

RECOMMENDED LANGUAGE - Health Care Coverage Premiums

EXHIBIT "B"

[In addition to the language already tentatively agreed by the parties for this Exhibit, the fact-finder recommends the following language:]

The City will contribute 100% of the cost of the Single or Family premium coverages through June 30, 1997.

Effective July 1, 1997, the City will contribute 95% of the cost of the Single or Family premium coverages and the employee will contribute 5% of the cost of the Single or Family premium coverage for the coverage received.

Effective July 1, 1998, the City will contribute 90% of the cost of the Single or Family premium coverages and the employee will contribute 10% of the cost of the Single or Family premium coverage for the coverage received.


Howard D. Silver
Fact-Finder

September 13, 1996
Columbus, Ohio

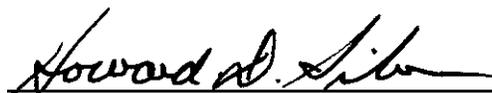
CERTIFICATE OF FILING

I hereby certify that the Report and Recommendation of Fact-Finder was filed with the State Employment Relations Board and mailed this 13th day September, 1996 to the following:

Ross Rader
Staff Representative
Fraternal Order of Police of Ohio, Inc.
Ohio Labor Council, Inc.
222 East Town Street
Columbus, Ohio 43215

and

Janet K. Cooper, Esquire
Pickrel, Shaffer & Ebeling Co.
Legal Professional Association
2700 Ketting Tower
Dayton, Ohio 45423
Counsel for the City of Fairborn



Howard D. Silver
Fact-Finder

September 13, 1996
Columbus, Ohio