

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

In the Matter of Fact-Finding Between	*	<u>FINDINGS AND</u>
	*	<u>RECOMMENDATIONS</u>
FRATERNAL ORDER OF POLICE,	*	
OHIO LABOR COUNCIL, INC.	*	CASE NOS.: 96-MED-05-0508-0509,
	*	0510
and	*	November 1, 1996
	*	
THE CITY OF WARRENSVILLE	*	Charles Z. Adamson, Fact-Finder
HEIGHTS	*	

Appearances

For the Fraternal Order of Police, Ohio Labor Council, Inc.

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For the City of Warrensville Heights

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The undersigned was appointed Fact-Finder in this dispute by the State Employee Relations Board (SERB) on July 18, 1996 pursuant to Section 4117-9-05 of the Administrative Code. The bargaining unit involved herein consists of a unit of police lieutenants, a unit of sergeants and a unit of jailers/dispatchers employed by the City of Warrensville Heights, Ohio..

I.
HEARING

A hearing was held on September 5, 1996 in Warrensville Heights, Ohio. Both parties attended the hearing and elaborated upon their positions regarding the remaining issues at impasse through their representatives as listed on the preceding page.

II.
MEDIATION

After a short period of mediation the case proceeded to hearing. The issues remaining at impasse are the following:

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| A. Bargaining Unit Work | E. Grievance Procedure |
| B. Association Representation | F. Premium Pay - (police)
Premium Pay - (jailers/
dispatchers) |
| C. Uniform Allowance (police)
Uniform Allowance (jailers/dispatchers) | G. Insurance |
| D. Duration of Agreement | H. Compensation |

III. **CRITERIA**

In compliance with Ohio Revised Code, Section 4117.14(C)(4)(e) and Ohio Administrative Code Rule (4117-9-05(J), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this report:

- (1) Past collectively bargained agreements between the parties;
- (2) Comparison of the unresolved issues 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 finance and 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 submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

IV.
ISSUES AND RECOMMENDATIONS

A. BARGAINING UNIT WORK

1. The Union's Position.

The Union represents three separate bargaining units employed by the Employer's Police Department-jailer/dispatchers, police sergeants and police lieutenants. There are approximately three dispatchers, seven sergeants and four lieutenants. The Union indicates that it wants the following new contract provision defining bargaining unit work in order to avoid any erosion of unit work which would take away employment opportunities for its members. It has no objection, however, to the hiring of civilian clerks as long as this would not erode unit work. The following is the Union's proposal in this respect:

Bargaining unit work shall consist of any type of work normally performed by bargaining unit members. Bargaining unit work shall be performed by bargaining unit members, non-bargaining unit members shall not displace bargaining unit members.

2. The Employer's Position.

The Employer's response to the Union's proposal has been the following proposal:

Bargaining unit work is the defined as work historically performed exclusively by bargaining unit members. However, the City may hire part-time or full-time civilian personnel to perform administrative tasks in or related to the Police Department even is such work historically has been performed by bargaining unit members.

3. Findings and Recommendations.

I find that the following contract provision would adequately address Union concerns as to unit work erosion and the Employer's interest in hiring civilian clerks to perform administrative tasks and recommend its inclusion in the contract:

Bargaining unit work is defined as work historically performed exclusively by bargaining unit members. However, the City may hire civilian clerks to perform administrative tasks in or related to the Police Department, even if such work historically has been performed by bargaining unit members.

B. ASSOCIATION REPRESENTATION

1. The Union's Position.

The Union proposes the following changes to Article IX, Association Representation:

Article IX - Association Representation, Section 2 - One (1) duly elected F.O.P./O.L.C. delegate and alternate shall be granted time off with pay for the purpose of attending seminars and one (1) union convention per

year. The Union shall give the Employer reasonable notice of such convention and/or seminars. Paid time off to attend such convention and/or seminars shall not exceed sixty (60) hours per year, with the representative(s) being permitted a maximum accumulation of unused hours, not exceeding ninety-six (96) hours.

The proposal changes the current language by including the term “alternate”; increases the amount of hours from one (1) Union convention and one (1) seminar per year totaling two (2) days, or sixteen (16) hours to a total of sixty (60) hours per year with a carry over permitted. It also adds a permissible accumulation of up to ninety-six (96) hours. The Union argues that it is merely asking for parity with the fire department in this respect since the Warrensville Heights fire fighter’s agreement now contains the provision that the Union is requesting.

2. The Employer’s Position.

The Employer proposes the following in respect to Article IX, Section 2: One (1) duly elected F.O.P./O.L.C. delegate from each bargaining unit shall be granted time off with pay for the purpose of attending seminars and one (1) Union convention per year. The Union shall give the Employer reasonable notice of such convention. Paid time off to attend such convention and/or seminars shall not exceed one (1) working day per bargaining unit per calendar year.

3. Findings and Recommendations.

The language proposed by the Union in its association representation proposal refers specifically to delegates and alternates while the language proposed by the Employer refers solely to delegates. In addition, the Employer's language refers to seminars and conventions. I find that the following language making reference to "members" and "meetings" would more adequately address the needs of the Union in this respect and accordingly recommend its inclusion in the collective bargaining agreement:

Section 2. One (1) duly elected F.O.P./O.L.C. member from each bargaining unit shall be granted time off with pay for the purpose of attending seminars and one (1) Union meeting per year. The Union shall give the Employer reasonable notice of such meeting. Paid time off to attend such meeting and/or seminar shall not exceed one (1) working day per bargaining unit per calendar year.

C. UNIFORM ALLOWANCE.

1. The Union's Position.

The latest collective bargaining agreement covering the sergeants and lieutenants provides that during the three year contract sergeants and lieutenants receive a \$475.00 uniform allowance and a \$475.00 maintenance allowance for a total of \$950.00 per year. The Union proposes a \$75.00 increase in the uniform allowance and an \$175.00 increase in the maintenance allowance for the term of the agreement. It also proposes that

any clothing allowance not fully utilized in any one year may be carried over as a credit to the immediate succeeding year, during which time it must be used. In addition, it proposes a one-time payment of \$200.00 for those officers who will be promoted to compensate for the purchase of new required items for the rank involved. This would give the police officers parity with the fire fighters contract.

The Union asserts that the \$75.00 increase in the uniform allowance over a period of three (3) years is a reasonable one considering the increase in the cost of uniform items. It also maintains that its proposed maintenance allowance increase of \$175.00 over the life of the agreement is only \$58.33 per year, an amount which would not keep up with inflation.

The Union argues that a proposal for a carry over in the clothing allowance is necessary so that bargaining unit members could save up for the purchase of expensive items of clothing such as vests, winter jackets or leather items. The carry over language is similar to language in the current Warrensville Heights fire fighter's contract and the Union asserts that it is entitled to parity in this respect.

2. The Employer's Position.

The Employer rejects the Union's proposal and offers the current contract language which provides a uniform allowance of \$475.00, a maintenance allowance of \$475.00 for a total of \$950.00 for the life of a three year agreement. The current contract also does not provide for a carry over provision in the clothing allowance.

3. Findings and Recommendations.

The sergeants and lieutenants are entitled to an increase in the uniform allowance. I recommend that the uniform allowance for the life of the new agreement be increased from \$475.00 per year to \$500.00 per year while the maintenance allowance remains at \$475.00 per year for a total of \$975.00 per year. Bargaining unit members should receive parity with the fire fighters in respect to carrying over the unused portion of their clothing allowance to the immediately succeeding year. In the immediate succeeding year, the carry over must be used or lost. This is necessary in order to save for the purchase of expensive clothing items such as leather goods and coats. The remaining proposed Union changes as to Article XXIII - Uniform Allowance for the Sergeants and Lieutenants, are rejected.

Accordingly, I recommend that Article XXIII, Section 1, will read as follows:

Uniform and maintenance allowances for sergeants and lieutenants shall be as follows:

Uniforms:	\$500.00/year
Maintenance:	\$475.00/year
Total:	\$975.00/year

The City reserves the right to require officers to present receipts to establish that the allowances were spent for their stated purposes.

Employees may carry over the unused portion of their clothing allowance to the immediately succeeding year, during which it must be used or lost, in order to facilitate purchase of major clothing items.

UNIFORM ALLOWANCE (DISPATCHERS)

1. The Union's Position.

Under the current contract, Article XXIII provides a uniform allowance for the dispatchers in the amount of \$420.00 a year for uniforms and \$230.00 per year for maintenance for a total of \$650.00 per year. The Union proposes an increase in the uniform allowance of \$75.00 and an increase of \$175.00 in the maintenance allowance for the term of the agreement. In addition, the Union proposes the same clothing carry over and promotion compensation provision that it proposed for the police sergeants and lieutenants referred to above. The Union argues that the total cost of the uniform package for the dispatchers would be \$600.00 covering an unit of three (3) dispatchers for the life of the agreement which would merely keep pace with the cost of living.

2. The Employer's Position.

The Employer rejects the Union's uniform allowance proposal for the dispatchers and maintains that the new agreement should contain the same uniform and maintenance allowance, \$420.00 per year for uniforms and \$230.00 for maintenance for a total of \$650.00 per year.

3. Findings and Recommendations.

It has long been recognized that the jailers and dispatchers uniforms are not subject to the same requirements for maintenance and wear and tear as those of police officers. Accordingly, I recommend the following for the uniform and maintenance allowances for this job classification:

Section 1 - Uniform and maintenance allowances for
jailer/dispatcher shall be as follows:

Uniform allowance	\$420.00 per year
Maintenance allowance	\$255.00 per year
Total	\$675.00 per year

D. DURATION OF AGREEMENT

There is no dispute between the parties that the duration of the agreement under negotiation in the instant matter shall be for a period of three (3) years. Accordingly, I recommend that Article XXVIII - Duration of Agreement - remain in the new contracts the same as it appears in the old contracts except that the date of August 17, 1996 be changed to read August 17, 1999. In addition, I recommend that Section 2 of Article XXVIII, which only appears in the police officers contract, be deleted.

E. GRIEVANCE PROCEDURE

1. The Union's Position.

The Union proposes that the collective bargaining agreements involved herein be amended so that the grievance procedure is changed to provide that the arbitrator's decision be final and binding rather than being advisory only. The Union argues that the overwhelming majority of police departments have collective bargaining agreements providing for final and binding grievance arbitration. It cites figures that final and binding arbitration is contained in 95% of all police departments statewide, 93% of city police departments and 93% of police departments in Cuyahoga County. In Cuyahoga County only the cities of Maple Heights and Westlake along with Warrensville Heights do not have final and binding arbitration in their labor agreements.

The Union also asserts that prior to it becoming the collective bargaining agent, the bargaining representative that represented the police department employees was required to have arbitrators' advisory decisions upheld by filing suit in Common Pleas Court. Also, it notes that although the Union has not gone to Common Pleas Court, it has filed unfair labor practices with the State Employee Relations Board (SERB) alleging that the Employer has failed to process grievances submitted by the Union.

2. The Employer's Position.

The Employer asserts that it has a long history of philosophical opposition to final and binding arbitration in collective bargaining agreements. Labor contracts covering the Employer's bargaining units in the Fire and Service Departments do not provide for binding arbitration. It states that the Union is not without remedy because it has the option of enforcing any advisory arbitration opinion in Common Pleas Court. It considers binding arbitration an incentive to pursue grievances of slight monetary value and significance and finds it not to be cost-effective except in cases involving discharges.

3. Findings and Recommendations.

Persuasive arguments can be made in support of the closure and finality of an arbitrator's decision when a collective bargaining agreement has final and binding arbitration. By the same token, equally persuasive arguments can be made to support the philosophy of against final and binding arbitration and employing advisory arbitration in its place. However, the fact remains that there is no collective bargaining history of final and binding arbitration in labor contracts involving the Employer's safety forces. This is not the type of issue which is amenable to comparisons with other employers employing the same type of employees in similar or contiguous communities. That type of criterion is more useful in determining economic issues.

Accordingly, for the reasons stated above, I am reluctant to recommend a change in the grievance arbitration procedure providing for final and binding arbitration

to replace advisory arbitration. As a result, I am recommending that the Employer's position in this respect be adopted and that Article 20 of the grievance procedure remain the same as reflected in the last contracts covering the employees involved herein.

- F. PREMIUM PAY**
- G. INSURANCE**
- H. COMPENSATION**

1. The Union's Position - Premium Pay.

Because of the significance and the close relationship of the economic issues to each other, they will be considered together. The Union asserts that tradition in Ohio public sector collective bargaining has almost always mandated pay and benefit parity between the police department and fire department employees. In respect to the Employer, the Union claims that the gap between these departments has grown in the City of Warrensville Heights. In addition, the Union asserts that police supervisors and police dispatchers base pay is substantially below their counterparts in Cuyahoga County.

The Union requests that the findings and recommendations in the instant matter be made retroactive to the expiration date of the current relevant collective bargaining agreements, August 17, 1966. Also, it requests that retroactive monies be ordered to be paid no later than thirty (30) days after said findings and recommendations are accepted by the Union and the Employer or deemed approved by the Union and/or Employer, or a combination of both.

In respect to overtime pay, the Union proposes a new sub-section in Article XV as follows:

Section 1(e), "All overtime compensation shall be paid no later than the following pay period from which it was earned"

The Union proposes premium pay improvements for officers with special assignments and a bonus for annual firearms qualification as follows:

Section 2 - Those officers officially assigned to the Police "Accident Investigation Unit", the "Motorcycle Unit" and as a "K-9 Officer(s)", "DARE Officer(s)", "Shift Commander(s) (LT) and Assistant Shift Commander(s) (SGT)" as designated by the chief of police, shall receive additional premium pay of \$600.00, payable in monthly increments of \$50.00, or such pro rated basis thereof as will evidence the time officially on duty in such capacities. All officers who successfully complete the annual firearms qualification course shall receive One Thousand Dollars (\$1,000.00) annually, payable by the City in equal installments as of the first pay period in April and September of each year.

The Union argues that its proposal as to overtime compensation being paid no later than the following pay period from which it was earned is supported by the statutory interpretation of the Fair Labor Standards Act. As further justification, the Union indicates that it has filed an unfair labor practices with SERB demanding that the

City negotiate in respect to changing the Finance Department's practice of making a number of overtime payments several month's late.

As for the premium pay for officers with special assignments such as K-9, DARE, etc., the Union proposes that they receive additional annual premium pay of \$600.00. In addition, it asserts that all officers who successfully complete their annual firearms qualification course should receive a bonus of \$1,000.00 per year.

The Union states that for a number of years the Employer has granted premium pay bonuses to its fire fighters which has resulted in their pay drastically increasing over police bargaining unit members. The Union asserts that it is entitled to parity in this area with the fire fighters even though the granting of the Union's proposal would not achieve parity in the instant bargaining units.

The Union also proposes that jailers/dispatchers who have been certified as jailers receive an additional \$600.00 premium pay and that those jailers/dispatchers trained in 911 response receive an extra premium of \$600.00 a year in addition to any other premiums received.

2. The Employer's Position.

The Employer takes the position that it must reject the Union's proposals to modify the current contract as to premium pay. In addition, it wants to change Sections 1(c) and 1(d) of Article XV, Premium Pay of the Sergeants And Lieutenants contract, to provide pay only for time actually worked in connection with court appearances.

The Union opposes the Employer's proposed changes in payments to sergeants and lieutenants for court appearances. According to the Union, patrol officers are responsible for 96.9% of the hours attributable to Bedford Municipal Court appearances with sergeants and lieutenants appearing in the Municipal Court only 3.1% of the time.

3. Findings and Recommendations - Premium Pay.

In January, 1966, a settlement of an unfair labor practice charge pending before SERB resolved the issue of overtime compensation being paid late. It is noted that the SERB settlement language continues to govern overtime payment for police department employees not covered by the contracts involving the employees involved in this matter. Consequently, it does not appear to appropriate to recommend language different from the SERB settlement for the contracts involved herein. As a result, I recommend that the SERB settlement language be included in the contract. Accordingly, the recommendation is made that the following language to be added as Article 15, Section 1(e):

The City agrees to make every reasonable effort to pay overtime by the last pay period of the month following the month in which the overtime is worked.

As indicated above, both parties have sought changes in the premium pay provisions in the contracts governing the employees involved herein. I conclude that

neither party has substantiated the need for such changes. Accordingly, except for the addition of Section 1(e) above, I recommend that the current contract language in the applicable collective bargaining agreements be retained for Article XV, Premium Pay, and that all other changes and additions proposed by both parties not be included in a new contract.

1. The Union's Position - Insurance.

In respect to Article XXIV, Insurance, the Union proposes that the Employer shall provide hospitalization coverage substantially equal overall to the Blue Cross/Blue Shield hospitalization insurance plan in effect as of the date of the execution of the agreements involved herein, i.e. the plan currently in effect in Article XXIV of the latest labor contracts involved herein. In addition, it makes a new proposal that the major medical coverage in said hospital insurance plan shall have a lifetime maximum benefit for all covered services increased from \$250,000.00 to One Million Dollars (\$1,000,000.00) per covered person.

The next proposal of the Union is for a "dental rider" equal to the dental rider in effect as of the date of the execution of the agreement, with the Employer paying the full cost of dental rider. Finally, a new provision is proposed by the Union wherein the Employer should provide eye care and prescription care from its existing hospitalization carrier equal to the eye care and prescription riders in effect with the

Employer as of the date of the agreement, with the Employer paying full cost to the police supervisors.

The Union argues that the major medical cap of a quarter of a million dollars lifetime is unrealistic in respect to present day medical costs and that the majority of health care plans now contain a million dollar cap. In addition, the Union feels that the sergeants and lieutenants are entitled to the same full paid prescription and eye care program currently enjoyed by the dispatchers/jailers unit, the Employer's administrative employees and the Mayor. The Union claims that the Employer's current costs have been reduced for the family dental program and the vision care program as compared to previous years costs. According to the Union, the only program where a cost increase is reflected is the \$1.17 per month per employee increase for the prescription plan.

2. The Employer's Position.

The Employer proposes to modify Section 1 of Article XXIV to provide that the Employer will pay the full January 1, 1996 cost of insurance premiums but the employees will pay all increases in the premium effective after January 1, 1996 so that revised Section 1 would read as follows:

Section 1 - The City shall provide single, and where appropriate, family hospitalization coverage substantially equal overall to the Blue Cross/Blue Shield major medical coverage plan in effect as of the date of

the execution of this Agreement. The City shall pay the full cost of such coverage up to the amount it paid per single and per family on January 1, 1996; the employee shall be responsible for paying the amount, if any, that the monthly premium for his/her insurance coverage exceeds the monthly premium on January 1, 1996.

The City's financial problems will be discussed further in the compensation section below. As for providing prescription and vision coverage to the sergeants and lieutenants, the Employer rationalizes prescription and vision coverage to the dispatchers and other administrative employees because of the fact that most of them receive substantially lower wages than the police officers. Consequently, according to the Employer, absent a substantial reduction in the sergeants/lieutenant compensation, there is no reason for extending these two benefits to this group. In respect to the Employer's proposal for employees to begin paying a portion of insurance premiums, the Employer asserts that according to SERB's 1995 report on the cost of health insurance in Ohio's public sector 63% of Ohio public employers require premium sharing by employees. In the light of its current financial situation, the Employer asserts that it is not in a position to remain in the minority and continue to fund 100% of health insurance premiums for employees.

3. Findings and Recommendations - Insurance.

The SERB 1995 Ohio Public Sector Health Care Report has been helpful in the attempted resolution of the insurance issues in dispute between the parties. The overall conclusion of the survey indicates that costs of health care in Ohio's public sector appears to be under control and that in 1995 "...there was virtually no change in insurance premium costs over 1994 levels." There was either a reduction or no change in premium rates of fifty-nine percent (59%) of the health plans

Table 3: 1995 Cost Containment Frequency reflects that 63% of the employees replying to the survey required some type of premium sharing. It is significant, however, that the highest level of employee premium contributions is found in the central and south central areas of the state while employees in northeast Ohio are least likely to pay a part of the monthly premium. In the northeast sector only 30% of public employers receive employee contributions for single and family health coverage.

Accordingly, in view of the above and the presentations of the parties, I recommend that the Employer's proposal that employees pay all cost increases in health care premiums after January 1, 1996 be rejected.

In respect to the Union's proposals to provide the same vision and eye care coverage for the sergeants and lieutenants as currently enjoyed by the dispatchers/jailers, the Union has not substantiated the necessity for extending this coverage with its

attendant additional costs. Accordingly, I recommend that the Union's proposal in this respect be rejected.

As for the Union's proposal to increase the lifetime cap for major medical from \$250,000.00 to \$1,000,000.00, under the circumstances existing in the instant matter the Union has not been able to substantiate the cost of any increases. Accordingly, the Union's proposal is rejected. Further, I recommend that all other provisions of Article XXIV, Insurance, remain the same as the last contracts covering the employees involved herein.

1. The Union's Position - Compensation.

Based on its various submissions, the Union's proposal as to wage increases for police sergeants and police lieutenants is premised on a 12% rank differential between the police ranks. Currently, a first class police officer receives a salary of \$38,492.00 per year. When a 12% rank differential is computed, the rate for a sergeant becomes \$43,111.00 a year - a wage increase of \$1,124.00 for a sergeant. There is a difference in the last contract of \$953.00 between compensation for a sergeant-detective and a sergeant. According to the Union, the \$953.00 difference would remain the same. The \$797.00 difference between the salaries of the sergeant and a juvenile sergeant would also remain the same.

Applying the same formula for the lieutenant's compensation, a 12% differential applied to the new \$43,111.00 salary of the sergeant would result in \$48,284.00 for a police lieutenant, resulting in an increase of \$3,275.00 for this officer.

In support of its position, the Union relies on the SERB Clearing House Report in respect to rank differential for municipal police departments in Cuyahoga County, Ohio dated June 17, 1996. It reflects that within the county the average rank differential between a police sergeant and police officer is 11.8%, while the difference in Warrensville Heights is 9.1%, 2.7% below the average. According to the Union exhibits, police lieutenants in Warrensville Heights currently have a 7.2% differential over the sergeants; the lieutenants are third from the bottom as compared to other police departments in Cuyahoga County. The average in Cuyahoga County of rank differential of lieutenants over sergeants is 10.2% with the Warrensville Heights lieutenants being 3% below average.

An additional factor cited in support of this position is the wage increase granted the Warrensville Heights Fire Fighters in April, 1996 which was granted by the Employer without resort to fact finding. The Union requests equity and parity between the Police Department and the Fire Department, taking the position that to offer of a wage freeze to police supervisor and dispatcher bargaining units is not consonant with the granting of the wage increase to the fire fighters.

As for the police dispatcher/jailer unit, the Union has proposed an increase of 3.5% the first year, 4% the second year and 4.5% the third year for the four dispatchers in the unit. According to the Union, two dispatchers are compensated currently at \$8.50 per hour for an annual salary of \$17,680.00; one dispatcher receives \$10.00 per hour for a annual salary of \$20,800.00 per year; and one dispatcher is compensated at \$13.55 per hour at the rate of \$28,184.00 per year. Finally the Union asserts that the average dispatcher in Cuyahoga County earns \$26,204.09 per annum.

2. The Employer's Position.

The Employer asserts that it requires at least a one (1) year freeze in wages to allow it to adjust its expenditure commitments and make provisions for debt repayment before increasing its wage obligations to the uniform services. According to the Employer, its expenditures in fiscal year 1995 exceeded its revenues by \$259,237.00. Without factoring in wage increases, expenditures are expected to exceed revenues by \$276,618.00 in fiscal year 1996 and \$302,586.00 in fiscal year 1997.

The Employer attributes the financial problems to a loss of tax revenue during the periods 1992 through 1994 resulting from the unanticipated loss of jobs in industry in the area. Although the Employer concedes that the financial situation improved in 1995 and that revenues will equal or exceed 1992 levels in 1996 and 1997, the Employer has assumed significant debt to finance its operations, including wage increases for uniform services. This was accomplished by issuing close to a million

dollars in one year notes in 1994 and borrowing an additional \$590,000.00 in 1995. Since the 1996 and 1997 budgets with their projected operating deficits have made no provision for the repayment of the principal on said notes, the Employer is not able to continue to borrow indefinitely, but must make provisions for debt repayment. As a result, the Employer needs breathing room in respect to wage increases for the first year of negotiated contracts for its uniform services units even though improvements in the local economy may provide the Employer with a firmer financial foundation in future years.

3. Findings and Recommendations - Compensation.

The undersigned is cognizant of the fact that the Employer's financial situation deteriorated because of the loss of tax revenue during the years 1992-1994 resulting from job loss and industry loss within the city and the area. It is also acknowledged that significant debt was assumed to finance its operations. However, it does not appear to be equitable to finance one year of relief from wage increase by requesting that police supervisors and employees agree to a wage freeze for that period. Consideration must be given to the fact that the Employer granted its fire fighters a wage increase in April 1996 and also that the Employer's tax revenues are projected to increase in 1996 and 1997. Consequently, the police supervisors are entitled to a 12% increase in their rank differential for the life of the agreement. This recommendation will result in the police supervisors being in a comparable position with similar officers in other police departments as well as being in line with fire fighter compensation.

Accordingly, I conclude and recommend that there will be a 12% wage differential between the first class patrol officer and the sergeant and a 12% wage differential between the sergeant and the lieutenant classification for the three year term of the agreement.

Currently, these increases amount to \$1,124.00 increase for the sergeant classification and a \$3,275.00 increase for the lieutenant classification. It is further recommended that the \$953.00 compensation differential between a sergeant and a detective sergeant and the \$797.00 difference between the sergeant and juvenile sergeant remain the same in the new contract. It is also recommended that the \$1,117.00 difference between the lieutenant's classification and lieutenant detective classification remain the same in the new contract.

It is recommended that the dispatchers/jailers classification receive a 3% increase for the life of the agreement. This recommendation is based on wages for comparable positions in similar communities in Cuyahoga County.

CONCLUSION

It is recommended that these findings and recommendations be made retroactive to the expiration date of the current labor contracts. It is also recommended that retroactive monies be paid no later than thirty (30) days after said findings and recommendations are

accepted by the Union and the Employer, or deemed approved by the Union and/or the Employer, or a combination of both.

Charles Z. Adamson
Charles Z. Adamson
Fact-Finder

November 1, 1996
Date