



## **I. APPEARANCES**

### **FOR THE UNION:**

Kevin Dickey (Patrolman), Britt Todd (Dispatcher), John Martin (Sergeant), Rick Grochowski (F.O.P. Staff Representative), Tom Dewitt (F.O.P. observer).

### **FOR THE CITY:**

Connie Robinson (Interim City Manager), Dan Wilhavich (City Council) and C. Bradley Allison (Law Director).

## **II. BACKGROUND**

This proceeding involves collective bargaining negotiations between F.O.P./Ohio Labor Council and the City of East Palestine, Ohio. The collective bargaining agreement expired on December 31, 1996 although the parties agreed to a mutual extension until June 30, 1997. Prior to the Fact-Finding session, the parties had met and negotiated to impasse.

A fact-finding hearing was scheduled for and conducted on June 8, 1997 at the East Palestine City Hall in East Palestine, Ohio.

The F.O.P./Ohio Labor Council unit consists of three units; a unit of three (3) dispatchers, a unit of two (2) Police Sergeants and a unit of four (4) Police Officers.

## **III. ISSUES**

During the course of good-faith negotiations, the parties tentatively agreed to most issues and those mutually resolved provisions of the contract are hereby recognized and adopted by the Fact-Finder.

At the hearing, the only issues that remained at impasse were presented as follows:

Issue 1: Article 21 – Wages.

Issue 2: A new article to increase the rank differential of sergeants from 8% to 11% over the highest paid patrolman.

Issue 3: A new article to create a position of Senior Dispatcher, and a \$.50/hour increase for individuals assigned to this position.

#### **IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS**

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors which the State Employment Relations Board requires, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, 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, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon

dispute settlement procedures in the public service or in private employment.

In the preparation of this Report and Recommendations, the Fact-Finder did in fact consider these six (6) factors.

As an aside, the Fact-Finder wishes to take a moment to recognize the professional manner in which Mr. Grochowski and Mr. Allison represented their respective party's interests during the Fact-Finding hearing. Not only were their presentations cogent and well reasoned, but their supporting documentation was thorough as well. This Fact-Finder takes notice of the fact that the City and the Union have a mature bargaining relationship marked by mutual respect and harmonious relations, and that both sides made a sincere effort to reach agreement during negotiations. This Report and Recommendations attempts to recognize this fact by setting forth recommendations which are reasonable and fair and which both parties can recommend, although acceptance of the same will involve some degree of mutual sacrifice on the part of both parties.

**Issue 1: A wage increase - Article 21.**

**Union:**

The Union proposed a three (3) year wage increase of 3.5%, 3.5% and 3.5% over the life of the contract, effective 1-1-97, 1-1-98 and 1-1-99 respectively. It took issue with the City's contention that it had an inability to pay adjustments of this magnitude. Rather, the Union contended that the City had adequate funds to afford a 3.5%/3.5%/3.5% increase, that these proposed increases were in line with the raises received by other City employees, and that the increases would bring the wages of these unit employees in line with those of comparable employees in other municipalities.

In support of its position, the Union provided the Fact-Finder with substantial documentation. It indicated that Ohio public sector wage settlements were in the range of 3-

5%, and at 3.5% its proposed increases were well within this range. It also pointed out that the wage disparity between this unit and a comparable unit in East Palestine; to wit, it takes six years for police officers in East Palestine to top out in pay (and only three years in East Liverpool) and East Palestine officers top out at \$4,663 less per year.

It found similar disparities in dispatcher and Sergeant positions, as well. As to dispatchers, the Union contended they were \$3,568.58 below the top average for similar size cities; as for police officers, they were \$6,492.03 below the average top wage for similar size cities and police sergeants were \$7,288.53 below.

The Union emphasized that they and the City are only 1% apart in their proposals over three years. They indicate that to grant their proposal would cost the City only \$2,439.41 more for the entire unit, over three years. They point out that this \$2,000 or so dollars is less than some City employees recently received in a one-time increase. The Union provides documentation showing that seven full-time City employees received adjustments ranging from 5.12% to 18.94% (5.12%, 8.63%, 11.71%, 12.26%, 12.89%, 15.33% and 18.94%).

City:

The City proposed three (3) year wage increases of 3%, 3% and 3.5%. To support its inability to pay, its documentation showed that in 1994 the City spent more than it had received in revenues, in 1995 it had spent slightly less than it had received, in 1996 it had spent \$25,000 less than it had received, in 1997 it estimates that will have a fund balance of approximately \$60,000 to the good (after budgeting for a 3% increase), and for 1998, it "guesstimates" only an \$18,000 positive fund balance.

It further explained how Police Department costs continue to increase. It pointed out that in July 1998, the COPS FAST program will begin providing 75% funding for two police officers but that the program will end only 1-1/2 years later and at that time the City will have to make up for the lost funding.

The City admitted that while certain City employees had in fact received substantial wage adjustments, the majority had received increases of about 3%, including the Fire and Police Chiefs. As to the seven non-union wage adjustments of from 5.12% - 18.94%, the City explained the reasoning behind each, including working a year without raise, missing a 1996 step increase, taking on additional duties, still earning less than a predecessor in a position had earned, moving from bargaining unit to management responsibilities, and recognition of licensure requirements. In conclusion, it believed that these adjustments were one-time, for valid work-related reasons and not supportive of the Union's request for the unit of 10.5% over three years.

The City also pointed out that the Union's estimate of additional costs for adopting its proposal was underestimated because it failed to recognize overtime, longevity and PERS payments. When these additional factors are taken into consideration, the City estimates that the true additional costs of adopting the Union's proposal rises to \$6,138.87 over the life of the contract.

And, as to the wage data on "comparables" the Union supplied, the City stated that while the cited cities might be similarly sized, they were not similarly affluent; that is, unlike the City, these other municipalities could afford to pay their Police Departments more money.

#### Finding and Recommendation:

The Fact-Finder agrees with the City that it is not an affluent community. The Fact-Finder notes that, at the present time, ability to pay is a relevant issue here and this Fact-Finder is certainly cognizant of this City's continuing duty to manage its finances responsibly. On the other hand, the Union presented convincing arguments in support of the equity of its proposed adjustments, particularly in the comparables it presented. With this in mind, but recognizing that other, economic improvements to Unit wages are being recommended later in this Report, the Fact-Finder recommends wage adjustments of 3%-3.5%-3.5%, or 10% over three years.

The Fact-Finder recognizes that these recommended increases are less than the adjustments that the Union formally requested, and exceed what the City proposed. While accepting these recommended increases will require compromises by both sides, the Fact-Finder believes this recommendation to be appropriate, both as to internal and external equity concerns, consistent with comparable municipal contracts, within the range of other Ohio municipal settlements, and constitutes a mutually acceptable compromise. While the City can be expected to have some difficulty in budgeting for any increase, this Fact-Finder believes that funding for this wage increase is presently available from projected fund balances.

Issue 2: A new article to create a job position (Sergeant) and a concomitant rank premium increase to 11% for the same.

Union:

The Union proposes a new article, Rank Differential, to provide sergeants with an 11%, and not the current 8%, pay differential over the highest paid patrolman. While admitting that an increase of this magnitude would result in the sergeants receiving a 6 ½% increase, it pointed out that only two officers would be eligible for the new classification and the adjustment would occur only once during the life of this agreement. In support of its position, the Union provided, in Union Exhibit 4, a listing of ten municipalities where sergeant positions have been created and where the pay differential ranges from 4-15%.

City:

The City contends that the rank differential between patrolman and sergeants over the years has historically been 8%, and absent extenuating circumstances, should remain at 8%.

Finding and Recommendation:

The Fact-Finder recommends that the current differential be increased to 9%. While the most compelling data, Union Exhibit 4, shows differentials of comparable municipalities ranging as high as 15%, a differential of 9% would place the City approximately in the middle of the listed differentials – i.e., of the ten listed municipalities, six would have higher differentials, and four would have lower. With average wage rates somewhat lagging behind other similar municipalities, at least a middle ranking of sergeant pay differentials for this unit seems appropriate.

Again, the Fact-Finder believes this recommendation to be appropriate, both as to internal and external equity concerns, consistent with comparable municipal contracts, within the range of other Ohio municipal differentials, and constituting a mutually acceptable compromise. The Fact-Finder believes that funding for this wage increase is also available from projected fund balances.

Issue 3: A new article to create a position of Senior Dispatcher, and a \$.50/hour increase for individuals assigned to these positions.

Union:

The Union proposes creating a second new contract article, and therein creating two new titled positions called senior dispatcher. With assignment to this new position, unit employees would realize a \$.50/hour differential. While admitting that it could produce no comparables, the Union contended that this change would allow for equitable compensation for additional duties and responsibilities including taking on dispatcher duties for other municipalities, LEADS training and a much higher volume of criminal history checks.

City:

The City counters that in fact these two dispatchers have not incurred any new, additional duties and in fact are only doing what they have already have been doing for some

years now. In addition, they do not believe it would be equitable to create a senior post berefitting two out of the three dispatchers. Finally, they point out that the Chief already acts as a senior dispatcher since he currently assumes the responsibility for scheduling.

Finding and Recommendation:

The Fact-Finder recognizes that dispatchers have been called upon to assume more responsibilities in current years, including additional training and criminal history checking. Plus, the City clearly valued and appreciated this unit's service to the department.

However, absent comparables showing externally inequitable treatment, and absent convincing evidence of substantial additional duties, the Fact-Finder recommends no changes in the current classification and pay of dispatchers. Further, the one duty that often suggests additional pay, scheduling, is currently being handled by the Chief. While the dispatchers have apparently been expected to do more in the past few years, this is probably true of every position in the Unit, if not the City.

This Fact-Finder believes that if the circumstances warrant, the parties will be in a better position at the conclusion of the contract to negotiate any appropriate changes in status to reflect additional dispatcher duties and responsibilities.

Issued: June 17, 1997

Respectfully submitted,



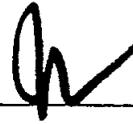
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Jared D. Simmer

Fact-Finder

**CERTIFICATE OF SERVICE**

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, the City of East Palestine, Ohio (via Mr. J. Bradley Allison) and F.O.P./Ohio Labor Council (via Mr. Rick Grochowski) by overnight mail service, and upon the Ohio State Employment Relations Board (via G. Thomas Worley) by first class mail, this day of June 17, 1997.



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Jared D. Simmer

Fact-Finder