

SUBMISSION

This matter concerns fact-finding proceedings between the City of Amherst (hereinafter referred to as the City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on February 4, 1998 in Amherst, Ohio.

The fact-finding proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder discussed the possibility of the mediation of the issues at impasse. However, mediation proved to be unsuccessful and the matter proceeded to fact-finding hearing. The issues at impasse are more fully set forth in this report. This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14-(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WORK HOURS AND OVERTIME COMPENSATION

The Union has proposed a number of modifications including new sections under this provision. First, the Union proposes that for purposes of overtime compensation, all hours paid except sick leave shall be included in determining the total number of hours worked. The City opposes any change in the current provision which provides that for overtime purposes, holidays are to be included in determining the total number of hours of work performed.

The Union also proposes a new section which would provide that employees who are required to appear in court outside of their regularly scheduled shift are to be paid a minimum of three hours at the appropriate rate. The Union also proposes a new provision to provide for compensation at time and one-half for employees who are required to double back. Another new provision proposed by the Union would have employees who are ordered by the Employer to work over beyond their regular shift to be compensated at double time for all hours they are ordered over. Finally, the Union proposes a new Compensatory Time Provision whereby employees would be able to accrue a balance of 480 hours of comp time.

The City also has proposed a number of modifications to the current Work Hours and Overtime Compensation Provision. First, the City proposes a modification of Section 1 whereby the workweek would run from Sunday at 12:01 a.m. to Saturday at midnight. The City further proposes under Section 3 to provide that the sole remedy for

any failure to reasonably distribute overtime shall be to afford the affected employee future overtime opportunities. Under Section 4, the City proposes to enhance the call-in pay provision to a minimum of four hours from the current three hours of pay. The City also proposes a new Compensatory Time Provision whereby employees would be able to accrue a balance of 100 hours.

The Union cites comparable evidence in support of its position that the overtime computation should include all hours paid except sick leave. In particular, the Union cites the overtime calculations found in bargaining agreements in the neighboring jurisdictions of Avon, Avon Lake, Oberlin, Sheffield Lake, and North Ridgeville. The Union's proposal is similar to that found in Avon Lake where all compensated hours are counted into the calculation of overtime except sick leave. Other neighboring jurisdictions provide that vacations, holidays, and sick time count towards the overtime calculation.

Likewise, the Union cites court time provisions found in the five neighboring jurisdictions noted. In those contracts, at least three hours of court time is provided. Currently there is no court time provision found in the agreement between the City and Union here.

The Union argues that the police department is seriously understaffed and for that reason the overtime changes it proposes are reasonable. It is the Union's position that the City should be forced to pay overtime if it refuses to hire the additional staff

needed in the department. As an example, the Union cited the City of Ravenna which has a lower tax base than Amherst but which retains a larger police force.

Finally, the Union indicated that it would accept the City's proposal to modify Section 1 so long as additional language is added to provide that if an employee is involuntarily scheduled to work more than five days in succession, regardless of work weeks involved, a sixth or seventh consecutive day would be paid at time and one-half.

The City contends that its proposed changes to Article 18 confirm its managerial right to establish work schedules and to specify a remedy for failure to distribute overtime as equally as possible. The City cites comparables which it claims supports its position that it should have the right to schedule hours without being encumbered by consecutive days as is the case under the current Section 1 provision. The City cites comparable provisions found in contracts in the neighboring jurisdictions of Avon, North Ridgeville, Oberlin, Sheffield Lake and Vermillion.

The City notes that its proposal expands on-call pay to a minimum guarantee of four hours. That is, employees who are called into work at a time that does not abut their regularly scheduled hours of work shall be guaranteed a minimum of four hours pay for the call-in at the applicable rate of pay. The City points out that if employees are called to appear in court outside of their regularly scheduled shift, then they are duly compensated under the Call-In Pay Provision.

With respect to double back pay, the City maintains that for the most part such provisions are not found in police agreements in neighboring jurisdictions. It cites for

example that no such double back pay provisions are found in agreements in North Ridgeville, Norton, or Vermillion. The City also points out that even when double back provisions are found in police contracts, officers who request to work a double back shift do not receive overtime for those hours worked.

With respect to compensatory time, the City cites comparables which it claims supports its proposal to allow employees to accumulate 100 hours of comp time. In particular, the City notes police agreements in the cities of Avon, North Ridgeville, Norton, and Sheffield Lake. Some of the jurisdictions cited allow employees to accumulate no more than fifty or sixty hours of comp time.

ANALYSIS – The evidence presented supports several modifications to Article 18, Work Hours and Overtime Compensation. First, Section 1 should be modified to provide as the City proposes that the workweek shall run from Sunday at 12:01 a.m. to Saturday at midnight. The additional changes proposed by the City would be in accordance with its managerial right to establish work schedules. However, the additional language proposed by the Union should also be included in Section 1 which provides that if an employee is involuntarily scheduled to work more than five days in succession, regardless of workweeks involved, a sixth or seventh consecutive day would be paid at time an one-half.

This fact-finder further finds that the Union's proposed modification to Section 2 regarding overtime computation is supported by the evidence presented. The Union proposed that for purposes of overtime computation, all hours paid except sick leave shall

be included in determining the total number of hours worked. Comparable evidence indicates that similar overtime computation provisions are commonly found in police agreements in neighboring jurisdictions. For example in Avon Lake, the exact same overtime provision as that proposed by the Union here is in their police agreement. In Avon, all compensated hours are counted into the overtime calculation. Likewise, Oberlin, Sheffield Lake and North Ridgeville all include holidays, vacation and even sick leave in determining the total number of hours worked for overtime purposes. Therefore, this fact-finder recommends that Section 2 of Article 18 include compensatory time and vacations as well as holidays in the overtime calculation.

With respect to court time, it is clear that employees should be granted a minimum number of hours pay for their attendance in court on behalf of the City. Similar court time provisions as that proposed by the Union herein are found in contracts in area jurisdictions. For example Avon, Avon Lake, Sheffield Lake and North Ridgeville provide for a minimum number of court time hours at applicable rates of pay. There was an indication in the instant matter that court appearances outside of an officer's regularly scheduled hours of work are compensated under the call-in provision found in Section 4 of Article 18. However as is the case in other agreements in area jurisdictions, this fact-finder finds that it would be more appropriate to provide for a separate court time provision such as that proposed by the Union herein. With respect to Section 4, this fact-finder would also recommend the City's proposal to increase the call in pay to a minimum guarantee of four hours as opposed to the current three hours.

Double backs are fairly common in law enforcement and in the instant case evidence shows that double backs occur within the Amherst Police Department. Because employees who must double back to work following their normal shift obviously experience disruptions to their family life, not to mention their biological clock, it is fairly common for police agreements to provide for premium payments for such double backs. Indeed, there are area jurisdictions that have double back provisions like that proposed by the Union herein. For example Oberlin, Avon Lake and Sheffield Lake provide that officers who work double backs are paid at the overtime rate. The City of Ravenna which was cited by both parties as being comparable to Amherst, also has a double back pay provision. Likewise, Avon has a provision whereby patrol officers receive time and one-half for all hours worked in excess of eight hours in one work day. Therefore, it would be appropriate to provide a similar double back pay provision here although it should be made clear that it would only be applicable to employees who are compelled to return to work on an involuntary basis.

With respect to the Union's request for a new provision for ordered over pay, this fact-finder has determined that there was insufficient basis established for this proposal. There were no comparables which indicated as the Union proposes here to have employees compensated at double time for the hours that they are ordered over. There simply was no support for this new provision. Likewise, the record failed to justify the Employer's proposal to limit the remedy under Section 3 for proven failure to properly distribute overtime.

Finally with respect to compensatory time, this fact-finder finds that it would be appropriate that a new provision be included in the bargaining agreement which would provide that compensatory time may be accrued to a balance of 150 hours. This would represent a reasonable compromise between the City and Union's proposals regarding comp time. It would also be in line with comp time provisions found in police agreements in neighboring jurisdictions.

RECOMMENDATION

It is the recommendation of this fact-finder that Article 18, Work Hours and Overtime Compensation, be modified as follows:

ARTICLE 18, WORK HOURS AND OVERTIME COMPENSATION

Section 1. Work hours, assignments and schedules shall be established by the Employer. The workweek shall run from Sunday at 12:01 a.m. to Saturday at midnight. Full-time employees will ordinarily work forty (40) hours in a workweek with two (2) days off in succession, except that having Saturday and Sunday off in a workweek will satisfy the expectation of two (2) consecutive days off. Should a reduction in hours ordinarily worked by a full-time employee become necessary for reasons of economy or efficiency as determined by the Employer, the Employer shall first meet with the OPBA to discuss such matters prior to instituting any changes. If an employee is involuntarily scheduled to work more than five days in succession, regardless of workweeks involved, a sixth or seventh consecutive day would be paid at time and one-half.

Section 2. Any employee who works in excess of forty (40) hours in a workweek, when approved by the officer in charge or Police Chief, shall be compensated at the employee's rate of pay times one and one-half (1½) for all such hours of overtime. For the purposes of overtime computation, holiday, vacation and compensatory time shall be included in determining the total number of hours worked.

Section 3. Current language, no change.

New Section, COURT TIME – Employees required to appear in court outside of their regularly scheduled shift shall be paid a minimum of three (3) hours at the appropriate rate.

New Section, DOUBLE BACKS – Employees who are required on an involuntary basis by the Employer to double back (i.e. 8 hours on, 8 hours off, then 8 hours on) shall be paid one and one-half (1½) times their regular rate of pay for any double back hours.

Section 4. Increased to a minimum of four (4) hours of pay for call-in.

Section 5. Current language, no change.

New Section 6. Compensatory time off may be taken with prior approval of the Chief. Compensatory time may be accrued to a balance of one hundred fifty (150) hours; when the maximum balance is reached, the employee will automatically be given pay for any overtime worked.

2. HOLIDAYS

The Union proposes a new section whereby if an employee is scheduled to work on New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve or Christmas Day, then they shall be entitled to pay for such time worked at one and one-half times their base pay plus eight hours of holiday pay. The provision further provides that the selection of eight hours holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given the City within the pay period such holiday is worked. The City opposes any such new provision.

The Union cites comparable evidence which indicates that there are several jurisdictions in the area which have similar holiday pay provisions. For example, Avon has an identical provision as that proposed by the Union here pertaining to payment at time and one-half for working on a holiday. Another neighboring jurisdiction Avon Lake, also has a provision whereby employees are compensated at 200 % of their regular rate of pay for certain holidays and 150% for others. The Union submits that its proposal falls in line with the average benefit provided in surrounding jurisdictions.

The City opposes the Union's holiday pay proposal. The City points out that several of the jurisdictions in the area have similar provisions as Amherst with respect to working on holidays. That is, the employees are paid straight time for working a holiday with a day off to be scheduled later. The City further contends that the Union's proposal would be too costly. The additional cost of the Union's holiday proposal would amount to approximately \$4,000 per year which simply is not justified here.

ANALYSIS – This fact-finder finds that there is merit to the Union’s holiday pay proposal. Similar holiday pay provisions as that proposed by the Union herein are found in neighboring jurisdictions. For example in Avon, employees who are required to work on any of the eleven paid holidays are compensated at one and one-half times their regular base pay plus eight hours of holiday pay or comp time. In Avon Lake, employees are compensated at 200% for Memorial Day, July Fourth, Labor Day and Thanksgiving or Christmas. Neighboring North Ridgeville provides for the greatest holiday pay benefit in that employees working a holiday are paid double time plus are given a day off later.

However, there would be additional cost to the City for the Union’s holiday pay proposal. Taking into consideration the cost factor involved, it would be reasonable to initially limit the holiday pay provision to four of the twelve holidays set forth in the agreement. Those four holidays selected are more fully set forth in the recommendation.

RECOMMENDATION

It is the recommendation of this fact-finder that the Union’s Holiday Pay Provision should be adopted and included in the parties’ agreement as follows:

ARTICLE 19 – HOLIDAYS

SECTION 3. (NEW) If an employee is scheduled to work on Memorial Day, Fourth of July, Thanksgiving Day or Christmas Day, he shall be entitled to pay for such time worked at one and one-half (1½) times his regular base pay, plus he shall receive eight (8) hours of holiday pay. The selection of eight (8) hours of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked.

3. VACATIONS

The City proposes a modification to the current Vacation Provision whereby vacation would be credited only as of January 1 of any year. The Union proposes no change to the Vacation Provision.

The City contends that under the current provision, a problem develops when employees accrue six, thirteen and twenty years of service. The proposal submitted by the City would make it clear that vacations are to be credited only as of January 1 of any year. This will alleviate the confusion which has occurred in the past in several instances.

The Union argues that no change is necessary because there have not been any problems. The Union notes that the current provision has been in the parties' agreement since 1979. It would be unreasonable to now change the Vacation Provision which could cause certain employees to lose vacation time.

ANALYSIS – This fact-finder has determined that there was insufficient basis established for making any change to the current Vacation Provision as proposed by the City. The current provision has apparently with a few exceptions worked well for the parties for a considerable length of time. Contrary to the Employer's contention, the current provision does clearly indicate when additional hours of vacation are earned based upon length of service. There simply does not appear to be any need to clarify the current provision. Further as the Union noted, any change at this point in time as

suggested by the City could result in the loss of vacation hours for certain employees. As a result, this fact-finder would not recommend any change in the current Vacation Provision.

RECOMMENDATION

This fact-finder does not recommend any change in the current Vacation Provision as proposed by the City:

ARTICLE 20 – VACATIONS – No change, current language.

4. SICK LEAVE

The Union proposes to increase the sick leave payment at time of retirement to a maximum of sixty-five days from the current forty days. The City opposes any change in the current provision.

The Union contends that the current pay out cap of forty days falls below the norm for retirement pay outs in jurisdictions in the region. The Union cites Avon where one-half of accrued sick leave days are paid out at the time of retirement. The Union maintains that its proposal to increase the maximum pay out to sixty-five days is more than reasonable.

The City counters by claiming that the current maximum pay out of forty days is in line with similar provisions found in neighboring jurisdictions. It notes that in Avon Lake as well as Oberlin, the sick leave pay out is capped at thirty days. The City also points out that its AFSCME agreement has the exact same provision as that provided for in the police agreement which is that there is a maximum pay out of sick leave at retirement of forty days.

ANALYSIS – This fact-finder would recommend a modification to the current Sick Leave provision whereby the pay out at retirement would be increased to one-quarter of up to 200 hundred days of accrued but unused sick leave or a maximum payment of fifty days. An increase is warranted on the basis that several of the jurisdictions in the area provide for a greater sick leave pay out upon retirement benefit

then is currently allowed in the police agreement here. For example in neighboring Avon, officers can cash out one-half of their accrued unused sick leave upon retirement. In North Ridgeville, employees may cash out up to 80% of accumulated unused sick hours not to exceed 1,000 hours of pay. Thus there is some basis for an increase in the current sick leave provision that provides for a maximum pay out of forty days. However, the Union's request to have the maximum pay out increased to sixty-five days does not seem to be warranted when one looks at all of the comparable jurisdictions. In several of the neighboring jurisdictions there are maximum pay outs similar to that which is currently provided by the City of Amherst. The cities of Avon Lake as well as Oberlin provide for thirty days maximum sick leave pay outs upon retirement. Therefore considering all of the comparables submitted, it would be reasonable to provide that there be an increase in the maximum pay out to fifty days which would be more in line with the norm provided in similar sick leave pay out provisions in neighboring cities.

RECOMMENDATION

This fact-finder recommends that the Sick Leave Provision be modified to provide for a maximum payment of fifty days as more fully set forth below:

ARTICLE 23 – SICK LEAVE

Section 9. A full-time employee with ten (10) or more years of service with the Police Department, may at the time of retirement, elect to be paid in cash for one-quarter (1/4) of up to two hundred (200) days of accrued but unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee and such payment shall be paid only once to any employee. The maximum payment which may be made under this section is fifty (50) days.

5. COMPENSATION

The Union proposes a 4.25% wage increase retroactive to January 1, 1998 with additional 4.25% increases in January, 1999 and January, 2000. The Union also proposes a new section that would provide that officers holding degrees from an accredited university program should receive additional annual compensation. Further, the Union proposes that an officer designated to perform the duties of a Field Training Officer be granted one hour of compensatory time for each tour of duty.

The City proposes a 4% increase effective January 1, 1998; a 3.5% increase effective January 1, 1999; and a 3.5% increase effective January 1, 2000. The City opposes the Union's additional proposals with respect to Field Training Officer pay and additional compensation for college degrees.

The City contends that wages paid to patrolmen and sergeants are in line with the average pay for police throughout the state and in area jurisdictions. The City cites a SERB report dated January, 1998 which reflects police officer wages in cities having similar populations. That report indicates that the top wage for patrolmen in Amherst is within \$400 of the average top rate in similar jurisdictions. Likewise, the sergeant pay in Amherst also falls slightly below the average sergeant pay in these other communities. The City also submits that wages here are in line with the five other jurisdictions in the immediate area.

Moreover, the City points out that its wage increase proposal is better than the increases granted to police officers in neighboring jurisdictions. It cites a SERB report which reflects that in general wage increases for police in the area range from 3% to 4%. Thus the City's proposed wage increases of 4%, 3.5%, and 3.5% over next three years is in line with the wage increases granted to patrolmen in area jurisdictions.

The City argues that the additional wage increase sought by the Union here is unjustified. It cites a comparison of wage increases for Amherst police and the average statewide increase for police units for the period 1991-1997. This comparison showed that during the time period, Amherst police received greater wage settlements than the statewide average. Considering the past increases granted to the bargaining unit as well as the fact that wages are in line with neighboring jurisdictions, there simply is no basis for the Union's proposal for a 4.25% increase.

Finally, the City maintains that the wage settlement here should be the same as that which was reached with the AFSCME unit. The City contends that it does not have the ability to fund any additional increase as proposed by the Union here for the police unit because there has been a decline in income tax revenue. This was due in part to the closing of several businesses in the area which has reduced payroll taxes.

The Union argues that wages in Amherst have fallen behind the patrolmen's wages in the immediate geographic area. It disputes the City's use of the SERB Benchmark Report which it claims is not reliable because it does not use current wages. When one looks at Lorain County patrolmen wages, it is apparent that the wages paid to

patrol officers in Amherst fall below the average paid in the area. When one considers other forms of compensation such as longevity and shift differential, Amherst patrol officer compensation clearly falls behind that of neighboring cities.

The Union argues that a greater wage increase than that proposed by the City is justified here because patrol officer total compensation falls below average for the area. Thus a greater wage increase than the average increase cited by the City is warranted in order to bring compensation here more into line with the average. Total compensation at the top step for patrol officers in Amherst only amounts to 91.7% of the average in the area.

The Union presented evidence indicating that over the past ten years police have in general received greater wage increases than AFSCME. Considering the relatively low wages for police versus the average in the area, there is no reason why police once again could not be given greater increases than AFSCME. Moreover, the additional cost of the Union's wage proposal including the increase in rank differential over three years would be approximately \$24,417. The Union submits that the City could finance the additional cost from available revenue resources. The Union notes that there have been additional duties imposed on the bargaining unit due to the opening of a new jail and new development in the area. Due to the need to have better trained officers, it is only reasonable to compensate them if they obtain a degree. Likewise any officer who performs the duties of a Field Training Officer should be appropriately compensated by granting them one hour of compensatory time.

ANALYSIS – This fact-finder has determined from the evidence presented that the City's proposed 4% wage increase retroactive to January 1, 1998 with additional 3.5% increases in each of the next two years is reasonable under the circumstances. With the recommended wage increases, Amherst police would retain their relative ranking among police salaries both in the geographic area as well as in the state. Moreover, the recommended wage increases would be in line with both statewide as well as area average increases. There was also sufficient basis established for a slight increase in the rank differential as proposed by the Union. It would also be reasonable to provide as the Union requests for a new provision whereby officers holding degrees from an accredited university program would receive additional compensation.

The evidence shows that the recommended wage increases of 4%, 3.5%, and 3.5% are in line with increases provided to police officers statewide as well as in area jurisdictions. SERB's statewide city report for general wage increases indicates that for 1998 the average increase was 3.59% and for 1999 it will be 3.56%. In the immediate geographic area, wage increases over the next two years in general will average from 3% to 4%. For example in Avon, police officers will be receiving 3% increases in 1998 and 1999. Likewise, Avon Lake is providing for 3% and 3.5% increases during the next two years. Sheffield Lake is providing its police officers with a 4% increase in 1998. Thus it is apparent that the recommended wage increases for Amherst police will be in line with those provided both on a statewide and local geographic area.

Wage increases which are in line with average wage settlements are appropriate in this case because it was shown that wages for patrol officers in Amherst are relatively close to the average patrolmen's pay again both in the immediate geographic area as well as in other cities of similar size. In other cities in the state that have approximately the same population as Amherst, the average top pay for patrolmen is \$35,741. In Amherst, the top wage of \$35,289 is only slightly below the statewide average for patrol officers. The evidence further shows that patrol officer wages in Amherst are in line with the wages paid to similarly situated officers in neighboring jurisdictions. For example, the top wage of \$35,289 in Amherst is slightly higher than the highest wage rate in Oberlin, Avon and Sheffield Lake. Only Avon Lake and North Ridgeville have higher top wage rates for patrol officers. It should be noted that in the case of Avon Lake, it has a much greater industrial tax base than Amherst and as a result it may not be appropriate to compare the wage rates of these two communities. In any case, it is apparent that when one looks solely at the wages for patrol officers in Amherst, they are about in the middle of the pay range for patrolmen in the immediate geographic area. With the recommended wage increases, Amherst officers will be able to retain their relative standing in the region.

This fact-finder fully recognizes the Union's argument that when one looks at the total compensation paid to patrol officers in Amherst, including longevity and shift differential, it is apparent that Amherst patrol officer wages fall below the average in the area. However, this fact-finder has determined that it would be more appropriate to

increase both longevity payments as well as shift differential to remedy that disparity. Such recommendations are more fully discussed under those respective issues.

There was some basis established for an increase in the rank differential as proposed by the Union. Currently, the rank differential for sergeant is 11%. In neighboring Avon Lake, the rank differential is 12.5%. There was also evidence that sergeants were recently assigned additional new duties in the department. Moreover, it should be noted that the current wage for sergeants in Amherst is below the average pay for sergeants in other comparable cities in the state. As a result, this fact-finder would recommend a slight increase in rank differential to 11.5% effective January 1, 1999.

There was also a basis established for the Union's proposed additional form of compensation for officers holding degrees from an accredited university program. The Union makes a compelling argument that officers who take law enforcement courses that lead to degrees make for more productive and valuable employees for the City. Moreover, other neighboring jurisdictions such as Oberlin, Avon, Avon Lake and North Ridgeville all have similar college degree compensation provisions as proposed by the Union. However, additional language should be added to the Union's proposal to make it clear that it is to relate to a law enforcement course of study. Finally, it should be noted that there was insufficient evidence presented to support the Union's request for Field Training Officer pay.

RECOMMENDATION

It is the recommendation of this fact-finder that the following Compensation Provision be included in the parties' bargaining agreement:

ARTICLE 27 – COMPENSATION

SECTION 1. Effective January 1, 1998 – 4% wage increase.

Effective January 1, 1999 – 3.5% wage increase.

Effective January 1, 2000 – 3.5% wage increase.

Sergeant Rank Differential–Effective January 1, 1999 – increase to 11.5%

SECTION 2. (NEW) Officers holding the degrees listed below, in a law enforcement course of study from an accredited university program, shall receive additional compensation as listed below:

<u>Degree Held</u>	<u>Annual Payment</u>
Associates Degree	\$250.00
Bachelors Degree	\$500.00
Masters Degree	\$750.00

Said payment shall be made during the first full pay period in January of each calendar year.

6. LONGEVITY

The Union proposes to increase the longevity benefit from the current \$5.00 to the rate of \$6.00 per year of service, per month. The City opposes any increase in longevity payment.

In support of its request for an increase in longevity, the Union refers to the total compensation paid to patrol officers in the area. When one considers wages as well as longevity, shift differential, and other forms of compensation, Amherst patrol officers only receive approximately 91% of the average total compensation provided to patrolmen in the area. At the top wage rate, this amounts to approximately a \$3,344 difference in total compensation from the average in the region. The Union submits that longevity pay should be increased to help remedy the pay inequity that exists.

The City does not see any need for an increase in longevity pay. It notes that the longevity payment of \$5.00 per year of service per month has existed for some time. Moreover, it recently increased the longevity pay for the AFSCME bargaining unit to \$5.00 and if any further increase is granted to the bargaining unit here, AFSCME would likewise want such an increase.

ANALYSIS – This fact-finder has determined that there is merit to the Union's argument that longevity pay should be increased. Such an increase is justified in order to remedy at least in part the disparity which exists in total compensation received by Amherst patrol officers in comparison to others in the area. For example at the top wage

rate, when one considers longevity pay, shift differential, and other forms of compensation, Amherst patrol officers receive total compensation of \$37,274. This falls approximately \$3,344 below the average of \$40,618 of total compensation received by patrol officers in the area. At the top wage step, greater total compensation is received by patrol officers in Avon, Avon Lake, North Ridgeville, and Sheffield Lake. The increase in longevity pay recommended herein will serve to reduce that disparity.

In order to provide for a fair resolution of the longevity pay issue, it is recommended that the increase proposed be phased in over the next two years. That is, there should be an increase to \$5.50 per year of service, per month effective January 1, 1999 with an additional increase to \$6.00 on January 1, 2000. It should also be noted that the estimated cost of such an increase in longevity pay would be rather minimal for the bargaining unit here. The evidence showed that the total annual cost to increase the longevity pay to \$6.00 would be approximately \$5,760 over the length of the contract. There is every indication that the City has the ability to finance this additional cost for the increase in longevity pay.

RECOMMENDATION

It is the recommendation of this fact-finder that Longevity Pay be increased as follows:

ARTICLE 28 – LONGEVITY

Effective January 1, 1999 – increased to \$5.50 per year of service, per month.

Effective January 1, 2000 – increased to \$6.00 per year of service, per month.

7. SHIFT DIFFERENTIAL

The Union proposes to increase the shift differential from the present level of \$.35 per hour to \$.60 per hour. The City opposes any increase in shift differential.

The Union argues that an increase in shift differential is warranted in order to adequately compensate those who work the second, third, and even fourth shifts. Once again, the Union refers to the total compensation received by Amherst patrol officers as compared to others in the area. It submits that an increase in shift differential would serve to reduce the disparity that exists in total compensation between Amherst patrol officers and those in the immediate region.

The City maintains that the current shift differential of \$.35 per hour is more than adequate. It does not believe that there has been any basis established for increasing the shift differential at this time.

ANALYSIS – This fact-finder has determined that it would be appropriate to increase the shift differential by \$.10 per hour. Once again, such an increase in shift differential would serve to lessen the disparity that exists in total compensation for Amherst patrolmen as compared to others in the geographic area. Part of that total compensation comparison disparity is based on the differences in longevity pay and shift differential. Because Amherst patrol officers' total compensation falls below the average for the area, an increase in both longevity pay and shift differential is warranted. In this

particular case, a reasonable increase of \$.10 per hour in the shift differential should be adopted by the parties upon the ratification of a new agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Shift Differential should be increased to \$.45 per hour as more fully set forth below:

ARTICLE 29 – SHIFT DIFFERENTIAL

Effective upon ratification of the new Agreement, an increase in shift differential from the current \$.35 per hour to \$.45 per hour shall be provided.

CONCLUSION

In conclusion, this fact-finder hereby submits his recommendations on the outstanding issues.

February 28, 1998


JAMES M. MANCINI, FACT-FINDER