

**STATE EMPLOYEES RELATION BOARD
FACT-FINDING REPORT
FEBRUARY 15, 1999**

STATE EMPLOYMENT
RELATIONS BOARD

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FRATERNAL ORDER OF POLICE)
OHIO LABOR COUNCIL)
UNION)
AND)
CITY OF ALLIANCE, OHIO)
EMPLOYER)

CASE NO. 98-MED- 08-0735

APPEARANCES:

FOR THE UNION:

Rick Grochowski, Chief Employee Representative
Stefanie Mauni, Negotiating Team Member
Shelia Strawser, Negotiating Team Member

FOR THE EMPLOYER:

Jack Billick, Chief Employer Representative
Seth Breskin, Attorney at Law
James Bingham, Safety/Service Director
Andrei Dordia, City Auditor
Lawrence Doria, Police Chief

FACT-FINDER:

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INTRODUCTION

The Parties met on February 2, 1999, at the City Administration Building in Alliance, Ohio. Position statements were properly submitted and all other procedural aspects were in order.

The bargaining unit is the Police Dispatchers for the City of Alliance. In 1997 a three (3) year agreement between the parties called for a wage reopener in 1999.

The sole issue between the Parties is the increase in wages for the dispatchers. The employer has offered a three (3%) wage increase where the union demands a fifty-nine cent (\$.59) per hour increase. Both Parties presented testimony, exhibits and arguments in support of their respective sides.

FINDINGS

When increase in wages is demanded, the first issue is whether there exists an "inability to pay." The employer does not raise the defense of "inability to pay". Therefore the issue before the undersigned is the appropriate amount of the wage increase for 1999 to be awarded to the bargaining unit members. In a previous Fact Finding Report in December of 1995, a thirty-eight cent (\$.38) per hour increase was given which equals four percent (4%). In the report, it is stated that "my recommendations will still leave the Alliance Dispatchers behind, but there is only so much one can do in a one year contract". The Union maintains that the work load of the dispatchers has increased.

In the comparables submitted by the union, the City of Alliance Dispatchers are below both the entry level and the top level wages for dispatchers in the State. The Union maintains that a three percent (3%) wage increase will not bring the bargaining unit members to the State average for what the Union claims is average for similar cities and similar circumstances.

The employer introduced evidence that there have been pattern wage rate increases of three percent (3%) in all other bargaining units for 1997, 1998, and 1999. Non-union workers also received three percent (3%) increases for the same three (3) years. Elected officials received no increases.

The employer also maintains that because of a "me-to" clause in the contract, if another bargaining unit receives an increase of more than three percent (3%), the fire fighters will also receive an increase of three percent (3%).

Exhibits then introduced by the City shows Alliance with a more low median family income than most cities yet the starting rate and the top rate for their dispatchers are within middle range. The City also states that a fifty-nine cent (\$.59) increase is close to a six percent (6%) wage increase and that a six percent (6%) wage increase is higher than the rate of inflation.

The employer also introduced evidence that the bond rating of the City has been lowered from an A-1 to an A-2. As a result, the City pays a higher rate of interest for its debt. The City also introduced evidence that the economic base to wit: the industrial base is decreasing and being replaced by a service related economy. It is the opinion of the Auditor and the City Safety Director that an increase of anything over three percent (3%) is not economically prudent. The City also introduced an exhibit showing that the number of calls for the Alliance Police Department has been reduced. However, upon cross examination, it was established that the exhibit does not or may not incorporate fire and 911 calls which the dispatchers also handle.

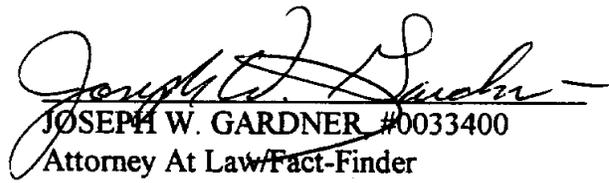
The undersigned finds that the offer of the employer is fair. A three percent (3%) increase has been the amount of increase for the last three (3) years in the City of Alliance. Although the City of Alliance is not claiming the defense of inability to pay, the ability to meet the city budget is on a slippery slope. With the decrease in the bond rating and the decrease in the industrial base, an increase of higher than three percent (3) would cause the firefighters to demand a higher increase.

Lastly, neither the City nor the Union is bound by this contract for any long period of time. The existing contract will end on December 31, 1999.

RECOMMENDATION

It is recommended that the following language be placed and become part of the contract between the Parties:

“Effective January 1, 1999 there will be a three percent (3%) wage increase from the 1998 rate for all positions and for all levels”.


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CERTIFICATION

A copy of the foregoing Fact-Finding Report and invoice has been forwarded to Rick Grochowski, Chief Employee Representative, 807 Falls Avenue, Cuyahoga Falls, OH 44221 and to Jack Billick, Attorney for City of Alliance, Commerce Park IV, Suite 450, 23240 Chagrin Blvd., Cleveland, OH 44112 via certified mail, RRR, on the 16th day of FEBRUARY, 1999.

A copy of the foregoing Fact-Finding Report and invoice has been forwarded to Mr. G. Thomas Worley, State Employment Relations Board, 65 East State Street, Columbus, OH 43215-4213 via regular U.S. Mail on the 16th day of FEBRUARY, 1999.


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