

STATE EMPLOYMENT
RELATIONS BOARD

Jun 21 9 10 AM '99

In the Matter of Factfinding

Between

Ohio Patrolmen's Benevolent
Association

and

The City of Ravenna, OH.

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SERB Case Nos.:
98-MED-09-0836, 0837

APPEARANCES: For Ohio Patrolmen's Benevolent Association:

Nicholas Codrea, Jr.
Ohio Patrolmen's Benevolent Association
10 Beech St.
Berea, OH. 44017

For City of Ravenna:

Gary C. Johnson
Johnson and Angelo
1001 Lakeside Ave., Suite 1700
Cleveland, OH. 44114

INTRODUCTION: Pursuant to the procedures of the Ohio State
Employment Relations Board one day of mediation effort was
conducted between the parties and the Factfinder in an
attempt to resolve the dispute between them. That effort was
unsuccessful. A hearing was held in Ravenna on May 12, 1999.
At that hearing the parties were provided complete
opportunity to present argument and evidence. The record in
this dispute was closed at the conclusion of the hearing on
May 12, 1999.

ISSUES: The issues in dispute between the parties are:

1. Shift differential
2. Longevity pay
3. Wage increase
4. Sick leave conversion
5. Discipline procedure
6. Overtime
7. Service Related Injury

ISSUE 1 SHIFT DIFFERENTIAL

POSITION OF THE UNION: At present there is a shift differential payment to officers in Ravenna of .35 per hour. This applies to people who work on the afternoon, midnight and swing shifts. The Union proposes the shift differential payment be increased to .40 in 1999, .45 in 2000 and .50 in 2001. In support of this proposal the Union points out that wages paid officers in Ravenna lag behind others in the area. (This point is amplified below). In an effort to redress the discrepancy this modest increase in shift differential should be recommended the Union asserts.

POSITION OF THE CITY: The City proposes that shift differential be increased .5 in the first year of the Agreement. This results in a shift differential of .40. No further increase is proposed. The City indicates that nearby communities either pay no shift differential or pay an amount less than that being proposed. There is one exception, Streetsboro. The exception should not be the rule in the City's view. Hence, it urges its proposal be adopted.

DISCUSSION: Should the proposal of the Union be implemented

it would produce a shift differential payment to Ravenna officers well above that being seen in the region. Two nearby communities, Aurora and Kent, pay no shift differential whatsoever. On the other hand, the point made by the Union concerning the discrepancy between compensation (as broadly defined) of Ravenna police officers and those in nearby communities is well taken. This furnishes strong support for an increase in shift differential above that proposed by the City. Further, the shift differential payment in Ravenna has remained unchanged for many years. A position between that of the Union and the City on this issue is readily discernable. It is recommended that shift differential be increased .5 in 1999 and .5 in 2000.

ISSUE 2, LONGEVITY PAY:

POSITION OF THE UNION: The Union proposes there be an increase in longevity pay. Presently it is \$5.00 per month per year of service to a maximum of 33 years of service. This results in a maximum payment of \$1,980 per year. The Union proposes a schedule of pay as follows:

\$ per month x years of completed service

\$5.00 @ 5 years	\$8.00 @ 20 years
\$6.00 @ 10 years	
\$7.00 @ 15 years	

In support of this proposal the Union points out that longevity pay in the City has remained unchanged for many

years. It is time for an increase the Union asserts.

POSITION OF THE CITY: The City proposes no change be made in the present longevity pay plan. Acknowledging it has been in place for some time, the City points out that it applies to all City employees equally. The police are not especially deserving of an increase in its view. Further, reference to City Exhibit 4 in this proceeding shows that officers in Ravenna do not compare unfavorably with others in the region. For those reasons, no change is warranted the City asserts.

DISCUSSION: Examination of City Exhibit 4 shows that at certain years of service Ravenna officers are below the top in the area with respect to longevity pay. At no point are they at the bottom with respect to this benefit. At 33 years of service, likely a rare situation, they are at the top. Under no stretch of the imagination can it be said that Ravenna officers are substandard in this regard. The Union simply has not made a case other than the standard of "more" to justify a change in this item. No change is recommended.

ISSUE 3, WAGE INCREASE

POSITION OF THE UNION: The Union proposes that there occur a six percent (6.0%) wage increase in each year of the Agreement. Not being populated by stupid people the Union is well aware that this proposal represents a wage increase well above the going rate being seen in Ohio. Nonetheless, it is

justified the Union asserts. It cites the traditional standard of comparability. Officers in Ravenna ((both patrol and sergeants) lag behind their counterparts in the area with respect to wages. For instance, the 1998 top step for Ravenna officers compared to their colleagues elsewhere is shown in Table I.

Table I

<u>Community</u>	<u>1998 Top Step Salary</u>
Ravenna	\$36,237
Aurora	\$39,998
Kent	\$41,059
Streetsboro	\$38,501
Portage County Sheriff	\$32,353

The Union insists the Portage County Sheriff Office be disregarded as Sheriff's Department traditionally pay less than municipal police departments in Ohio.

Not only do officers in Ravenna lag behind their counterparts in the area, it takes them longer to reach the top step on the salary scale. In Ravenna, officers reach the top in 5 years. In Aurora 2, Kent 4 and Streetsboro 3 years of service respectively are necessary to attain the top step.

This comparison group is appropriate according to the Union. It has been used by both parties traditionally. No reason exists to depart from this group. In fact, the City is well aware of the large discrepancy between pay in Ravenna and pay elsewhere in the area. It made a very large pay

increase to officers in the expired contract precisely because the gap between Ravenna and nearby communities had become outsize. Such a wage increase is needed again in order to eliminate the large discrepancy that continues to exist the Union asserts.

POSITION OF THE CITY: The City agrees with the Union that the pay shown in Table I above represents reality. It is an incomplete reality. Examination of its Exhibit 2 shows gross wages paid to each officer in Ravenna. Including overtime, it indicates pay is comparable to pay made to officers elsewhere in the region. Consequently, the City proposes three, three and one-half percent (3.5%) wage increases be made. Not only do Ravenna officers receive pay comparable to their counterparts in the area when taking into account overtime, the City proposal is above the going rate for wage increases being made in Ohio in the Spring of 1999. It represents another effort by it to bring Ravenna officers up to the standard of the region. As is well known, inflation is very low, in the vicinity of two percent (2.0%) for 1997 and 1998. The large wage increases made in the just-expired agreement provided very large real wage increases. Its proposal in this proceeding does as well. Hence, the City urges it be adopted in its entirety.

DISCUSSION: Table 1 above represents data introduced by the

City. It shows without susceptibility of doubt that officers in Ravenna are compensated below the going rate in the area. When the City points to its Exhibit 2 in support of its proposal its point is not well taken. The data show the payments to Ravenna police officers including overtime. That is inappropriate. Employees should not require overtime work in order to secure compensation comparable to the base wage of their nearby counterparts. The conclusion is inescapable that Ravenna officers are not properly compensated when attention is given to the base wage.

At the hearing mention was had of prior negotiations between the parties which resulted in agreement on a larger than normal wage increase being made. The City indicated in essence, "enough is enough." No further above standard wage increase need be made in its opinion. The evidence calls for a different conclusion. It does not require adoption of the proposal of the Union. It does, however, require that there be made a wage increase larger than that proposed by the City.

The Union proposal is excessive when viewed through the prism of current economic circumstances. As noted by the City, inflation is subdued. Further, even the proposal of the City exceeds the inflation rate, generating a real wage increase for bargaining unit members. Those observations must

be set against the continuing substandard compensation of Ravenna police officers. In disputes of this nature recourse to comparisons carries the greatest weight. Within the class of comparisons, internal and external, external comparisons are more significant. In this instance, they require a wage increase above that being proposed by the City.

No reader of this report can be unaware that there was undertaken a serious and thorough negotiation/mediation session on March 22, 1999. Lasting many hours, that session came close to resolving the differences between the parties, at least in the perception of the neutral. Based upon the discussions in that session as well as the factors outlined above I recommend there occur a change in the existing salary schedule as found in the Agreement. That change should involve the addition of three steps at the top of the schedule. These would be labeled as Steps G, H and I respectively. Each of these steps should be added in successive years of the Agreement, eg. Step G in 1999, Step H in 2000 and Step I in 2001. Coincident with the addition of Steps G, H and I there should occur the deletion of Steps A, B and C of the salary schedule. Each new Step should be of the same magnitude as the existing steps in the schedule.

ISSUE 4, SICK LEAVE CONVERSION

POSITION OF THE UNION: At the hearing the Union proposed that

employees enrolled in the Police Pension Fund with ten or more years of service be paid a bonus. The bonus payment would be based on not less than the value of the employee's accrued by unused sick leave account for employees hired on or after September 1, 1989 to a maximum of \$650 hours. For those hired before September 1, 1989 the Union proposes there be made payment up to 650 hours plus 50% payment of accrued but unused sick leave in excess of 650 hours. In neither event would payment exceed 960 hours.

The Union is mindful of the City's concern in this area. It asserts the proposal outlined above meets that concern. No further relief is warranted according to the Union.

POSITION OF THE CITY: The City points to the present sick leave conversion provision in the Agreement and asserts it is onerous. Presently, employees hired before September 1, 1989 receive 100% of accrued sick leave hours up to 960 hours. Those hired after September 1, 1989 receive a payment of 100% of accrued sick leave hours to a maximum of 650 hours hours. These payments are made upon retirement.

The City claims this represents a double standard. It penalizes junior employees. Any officer who reports to work regularly will accumulate sufficient sick leave to receive the present maximum of 960 hours. This is ridiculous according to the City.

Employer Exhibit 5 is a comparison of sick leave conversion provisions found throughout the region. The benefit in Ravenna is the greatest by far. This disparity should not be permitted to continue the City asserts.

DISCUSSION: As widely noted in proceedings of this nature and remarked upon at the hearing, there exists the concept of the "quid pro quo." That observation is correct. On the one hand, the Union cannot come into proceedings of this nature and claim "our wages are substandard" while disregarding an above standard benefit. Similarly there must occur a trade-off in negotiations. If the Union desires to be brought up to standard in wages, as it does, it must be prepared to contemplate a diminution of an above-standard benefit found elsewhere in the Agreement. A trade-off must occur. In other words, the escalator does not only go one way.

City Exhibit 5 is very powerful. There is no doubt that when Ravenna police lagged far, far, behind their counterparts in the region with respect to wages, support could be had for the lucrative sick leave buyout provision in the Agreement. All concerned know what occurred: a compensation obligation was being deferred. That situation was acceptable so long as wages for Ravenna police were substandard. If this report is accepted, Ravenna officers will be in the ballpark with respect to wages. For that to

occur, the quid pro quo is required. The proposal of the City is recommended on this issue.

That does not end the discussion. There is the question of timing to consider. This proceeding is occurring well after expiration of the prior agreement. The forthcoming Agreement will be retroactive by the agreement of the parties. Should the recommendation of the Factfinder be accepted there are practical difficulties attendant upon timing in implementing it. Further, employees have made lifetime decisions based upon the terms of the prior Agreement. As both considerations are very, very significant implementation if this recommendation should not occur until January 1, 2000 so that an orderly and well-considered transition to the new sick leave conversion plan may be implemented by both the City and bargaining unit members.

ISSUE 5, DISCIPLINE PROCEDURE

POSITION OF THE UNION: The Union proposes no change in the present disciplinary procedure found in the Agreement. No difficulties with its implementation have been experienced it asserts.

POSITION OF THE CITY: The City proposes to lengthen the period for which disciplinary records remain in the personnel record of employees. Without going into great detail, the Employer proposes an expansion of the time disciplinary

records will be retained in live status, available for use in any further disciplinary proceeding.

DISCUSSION: The City point is well taken in part. It is supported to by City Exhibit 1, a listing of disciplinary provisions in comparable jurisdictions. It is recommended that the period during which disciplinary records be retained be as follows:

Reprimands - 1 year
Suspensions of 3 days or less - 24 months
Suspensions of more than 3 days - 36 months

ISSUE 6, OVERTIME

POSITION OF THE UNION: As was the case with the disciplinary procedure, the Union proposes no change in the current Agreement with respect to overtime. No problems with the present language exist in the Union's view.

POSITION OF THE CITY: The City asserts the present language concerning overtime has the "potential" for creating difficulties in its administration. The current procedure involves posting of overtime opportunities and then the selection of overtime by employees. The City proposes that the existing Section 27.10 of the Agreement be eliminated.

DISCUSSION: Lengthy discussion of this issue is not necessary. It was not shown by the City that anything other than a "potential" problem with overtime administration existed. No support exists for recommending the proposal of

the City. No change is recommended.

ISSUE 7, SERVICE RELATED INJURY

POSITION OF THE UNION: The Union proposes no change.

POSITION OF THE CITY: The City proposes to reduce the present one year payment of injury leave to 90 days. Additional 90 day periods would be available at the discretion of the Employer. In the opinion of the City, Workers' Compensation exists to provide income to employees who are injured on the job. Taken with sick leave, no reason exists for this benefit according to the City. Its proposal represents a start in its reduction.

DISCUSSION: This is a benefit of longstanding in City service. It was not shown to be onerous to the City in any way. It was negotiated at some time. The City does not propose to buy it back in any manner. No compelling justification for recommending the proposal of the City was advanced. No change is recommended.

SUMMARY OF RECOMMENDATIONS:

ISSUE ONE, SHIFT DIFFERENTIAL: Increase shift differential .5 in 1999 and 2000.

ISSUE TWO, LONGEVITY PAY: No change recommended.

ISSUE THREE, WAGE INCREASE: Add additional steps, G, H, and I to salary schedule. Delete steps A, B and C from salary schedule. Timing of change is outlined in body of report. Magnitude of each step to be the same as in existing Agreement.

ISSUE FOUR, SICK LEAVE CONVERSION: Adopt proposal of the

City effective January 1, 2000

ISSUE FIVE, DISCIPLINE PROCEDURE: No change recommended for record retention of reprimands. Change record retention for suspensions of 3 days or less to 24 months, for suspensions of more than 3 days, change to 36 months.

ISSUE SIX, OVERTIME: No change recommended.

ISSUE SEVEN, SERVICE RELATED INJURY: No change recommended.

Signed and dated this 20 day of June, 1999
at Solon, OH.



Harry Graham
Factfinder