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STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

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In the Matter of Fact-Finding Between  
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION

and

OLMSTED TOWNSHIP

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**FINDINGS AND  
RECOMMENDATIONS**

CASE NOS. 98-MED-10-0907  
98-MED-10-0908

April 28, 1999

Charles Z. Adamson, Fact-Finder

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**Appearances**

For the Ohio Patrolmen's Benevolent Association:

Todd D. Cipollo, Esq.  
10 Beech Street  
Berea, Ohio 44017

For Olmsted Township:

Jon M. Dileno, Esq.  
Duvin, Cahn & Hutton  
Erievue Tower  
1301 East Ninth Street  
Cleveland, Ohio 44114

The undersigned was appointed Fact-Finder in this dispute by the State Employment Relations Board (SERB) on December 1, 1998 pursuant to Section 4117-14 (C)(3) of the Administrative Code. The bargaining units involved herein consist of a unit of full-time Police Officers employed by the Employer and a unit of all full-time Sergeants employed by the Employer. The collective bargaining agreements for both units expired December 31, 1998.

I.

**HEARING**

A hearing was held on April 8, 1999 in Olmsted Township, Ohio. Both parties attended the hearing and elaborated upon their positions regarding the remaining issues at an impasse through their representatives as listed on the preceding page.

II.

**MEDIATION**

After mediation the case proceeded to hearing on the issues where the parties had reached an impasse. The issues remaining at an impasse are the following:

1. Wages
2. Longevity
3. Training

III.

**CRITERIA**

In compliance with *Ohio Revised Code*, Section 4117.14(C)(4)(e) and *Ohio Administrative Code* Rule 4117-9-05(J) and 4117-9-05(K), 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.

## **ISSUES AND RECOMMENDATIONS**

### **WAGES**

#### **1. The Union's Position**

The Union proposes a 4% general wage increase for the Police Officers' unit effective January 1, 1999, a 4.5% general wage increase for the unit effective January 1, 2000 and a 4.5% general wage increase effective January 1, 2001. The recently expired collective bargaining agreements between the parties contain three(3) wage steps covering the period from hire to one (1) year's service, from one (1) to two (2) years service and over two (2) or more years service. The Sergeants are compensated at 10% above the highest Police Officer rate.

The Union maintains that its wage proposal would bring the Police Officer wages

more in line with wages of other police officers employed by communities located in the Southwest area of Cuyahoga County as well the immediately adjacent Lorain County community of North Ridgeville. A comparison of the starting salaries for the Employer's Police Officers with seven (7) southwestern communities and North Ridgeville reveals that the Employer's Police Officers rank ninth (9th) in starting salaries. The same comparison continues the disparity after five (5) years and ten (10) years service since the Police Officers employed by the Employer reach their maximum compensation level after two (2) or more years service.

## **2. The Employer's Position**

The Employer has proposed a 2.5% increase in wages effective January 1, 1999, a 2.5% increase effective January 1, 2000 and a 3% increase effective January 1, 2001. It notes that as a township its sources of income are limited since it cannot derive income from an income tax like its neighboring communities which are cities. As a result, it relies upon the real property tax as its constant source of income.

The Employer points out that its operating budget is a fraction of surrounding communities. Brookpark, a contiguous community, had 1998 revenues of over 62.5 million dollars as compared to the Employer's estimated revenue for 1999 of 2.8 million dollars. The Employer's General Fund revenues of 1.4 million dollars were compared to Brookpark's General Fund revenues of over 27.7 million dollars.

Since the Employer was not able to fund full police, fire and emergency medical and paramedic service utilizing traditional property taxes, it required the passage of police and fire levies in 1989 and 1994 to support these services. Notwithstanding the successful 1989 and 1994 levies, the Employer maintains that the General Fund also must annually provide some funding to sustain the safety forces.

The Employer indicates additional factors that support its position. It projects a decrease in revenues of nearly \$170,000.00 in 1999. The deplorable condition of its

roads requires heavy expenditure for road repairs. Also, approximately \$621,000.00 of unmet needs including replacing a fire truck, service truck, renovation of police and fire stations and additional road work are serious needs that have had to be deferred by the Employer.

The Employer argues that it is not relevant to compare its Police Officers' salaries to those of surrounding communities which have far greater resources. Rather, the appropriate measure for comparison is the wage data for other Ohio townships. This reveals that the Employer's Police Officers rank eighteenth (18th) in a listing of forty (40) township salaries.

The Employer further maintains that its Police Officers' salary schedule has been enhanced over the years so that its salary schedule is comparable to the schedule of the Employer's firefighters. Both safety forces now reach the maximum pay level after two years of service. Some firefighters earn more annually than Police Officers due to an annual 1% longevity benefit, but the Employer has attempted to correct some of the disparity by increasing the Police Officers' base salary.

### **3. Findings and Recommendations**

The undersigned is cognizant of the fact that the Employer does not have all the financial resources that are available to surrounding communities because, as a township, it cannot impose an income tax and must rely primarily on real estate taxes for income. Other factors including pressing road repairs and repairing and replacing facilities and equipment have also been considered. Certain statistical data in respect to Police Officers was provided to both parties by SERB. It reflects that the Employer ranks last in Police Officer salaries at the time of hire, after five (5) years and after ten (10) years of service when compared to southwest Cuyahoga County communities and adjacent North Ridgeville. However, SERB data indicates that the Employer's Police Officer's salaries fall in the middle range of forty (40) Ohio townships. Both the data as to townships and the surrounding communities has been considered in making a

recommendation in this respect. Accordingly, in view of the above and the record as a whole, the undersigned recommends that the Police Officer unit receive wage increases of 3% per year effective January 1, 1999, effective January 1, 2000 and January 1, 2001.

## **LONGEVITY**

### **1. The Union's Position**

The Union proposes that the Police Officers receive an annual 1% longevity increase after the completion of three (3) year's service with the Employer. This provision currently exists in the firefighters' contract with the Employer and the Union maintains that it should be granted to the Police Officers' unit in order to achieve internal parity in the safety forces. It also notes that, although the Brookpark police officer contract no longer contains a longevity provision, an increase in the base salary compensates for the lost longevity provision. Its SERB data indicates that surrounding communities generally provide modest longevity increases after five (5) years service which increase substantially as the police officer accrues years of service.

### **2. The Employer's Position**

The Employer opposes the Union's longevity proposal referred to above and proposes the following schedule with the payments to be paid once per year on a date designated by the Employer:

after 5 years \$250.00  
after 10 years \$350.00  
after 15 years \$450.00  
after 20 years \$500.00

In addition to referring to its limited financial resources due to its inability to impose an income tax because of its township status, it also refers to the pressing demands as to roads, facilities and equipment. Also, it maintains that the firefighters' 1% longevity benefit is exorbitant and fiscally irresponsible. As an additional argument it notes that in 1995 Fact-Finder Alan Miles Ruben rejected the Union's attempt to obtain a longevity benefit that cost less than the Union's proposal in the instant matter. A 1999 arbitrator's decision by David M. Pincus denying the Sergeants' unit's attempt to secure longevity benefits was also cited by the Employer.

### **3. Findings and Recommendations**

The parties stipulated that the longevity side letter in the Sergeants' collective bargaining agreement should be eliminated. Considering the Employer's financial condition and the recommendations made as to wages, the Union's proposal as to the longevity is not warranted. However, employees are entitled to receive some additional compensation based on years of service. Accordingly, in view of the above, the undersigned recommends that the following longevity payments be made once per year on a date designated by the Employer:

- after 5 years - \$350
- after 10 years - \$500
- after 15 years - \$650
- after 20 years - \$850

### **TRAINING**

#### **1. The Union's Position**

Currently both the Police Officers' and Sergeants' collective bargaining agreements contain a provision requiring the Employer to set aside two thousand dollars (\$2,000.00) for the professional training of bargaining unit members. The Union

proposes that the new contracts contain provisions allocating six hundred dollars (\$600.00) per year for each bargaining unit member for training purposes. It believes this will adequately provide for training of employees during the year.

## **2. The Employer's Position**

The Employer asserts that a collective bargaining agreement should not dictate the amount of money devoted to training. It believes that the Union proposal creates an arbitrary amount of funds allocated for each police officer. Since there is currently only one Sergeant and nine Police Officers, it proposes that one thousand dollars (\$1,000.00) be transferred out of the annual Sergeants' training budget and placed in the annual Police Officers' training budget. This would result in one thousand dollars (\$1,000.00) set aside for Sergeant's training per year and three thousand dollars (\$3,000.00) set aside for Police Officers' training per year.

## **3. Findings and Recommendations**

Since there is only one Sergeant employed by the Employer in its police force and nine Police Officers, a disparity exists when the two training budgets each receive two thousand dollars (\$2,000.00). There is merit to the Employer's proposal that one thousand dollars (\$1,000.00) be transferred from the Sergeant's training budget to the Police Officers' training budget. Accordingly, the undersigned recommends that the Employer's proposal in this respect be adopted.



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Charles Z. Adamson,  
Fact-Finder



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April 28, 1999