

ALAN M. WOLK  
IMPARTIAL FACT FINDER  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN:

OHIO PATROLMAN'S	)	
BENEVOLENT ASSOCIATION	)	
	)	
Union	)	NO. 98-MED-10-0929, 0930
	)	
and	)	FACT FINDER'S
	)	RECOMMENDATIONS
SPRINGFIELD TOWNSHIP TRUSTEES)	)	
	)	
Employer	)	

Oct 19 10 30 AM '99  
STATE EMPLOYMENT  
RELATIONS BOARD

APPEARANCES:

FOR THE UNION:

Todd D. Cipollo, Esq.; Nick Codera, Esq.

FOR THE EMPLOYER:

Steven M. Goldberg Co. L.P.A.

History of the Proceedings

Pursuant to Ohio Revised Code Chapter 4117, Section 4117.14(C), and by letter issued by SERB, the undersigned was selected by the parties through the State Employment Relations Board of Ohio [SERB] to serve as impartial neutral Fact Finder to hear and decide issues presented pursuant to Ohio law.

Except to the extent that parties mutually agree otherwise, or wish to pursue mediation first, in compliance with Ohio Administrative Regulations (particularly) 4117-9-05), position statements were timely submitted to the Fact Finder and to the opposing party prior to the hearing.

Hearing commenced at 10 a.m. at 6600 Summit Drive, Canfield (Youngstown), Ohio, on Monday, August 2<sup>nd</sup>, 1999. A court reporter was not present.

SUBMISSION

I. Parties

The Union is the Ohio Patrolman's Benevolent Association.

The Union's principal representative is Todd D. Cipollo, Esq. of the Ohio Patrolman's Benevolent Association, 10 Beech Street, Berea, Ohio 44017; phone: 1-440-891-9600; fax 1-440-891-9340.

The Employer is the Township of Springfield, Ohio, which is located in Mahoning County, Ohio approximately \_\_\_ square miles, with approximately 6,000 residents. Springfield Township Trustees are at 3475 East South Range Road, New Springfield, OH 44443; phone: 1-330-542-2377.

The Employer's principal representative is Steven M. Goldberg Esq. of Steven M. Goldberg Co. L.P.A. Summit Professional Centre, 6600 Summit Drive, Canfield, Ohio 44406-9510; phone: 1-330-533-8302; fax 1-330-702-0748.

## II. Description of the Bargaining Unit

One bargaining unit consists of full-time and part-time Patrol Officers of which there are eight (8) to nine (9) employees.

One bargaining unit consists of Lieutenants and Sergeants of which there is one (1) employee.

The Ohio Patrolman's Benevolent Association, became exclusive representative in 1990. The employees are responsible to protect the safety and rights of citizens in Springfield Township, Ohio.

## I. Current Collective Bargaining Agreement

The parties met to discuss the Collective Bargaining Agreement on four (4) prior occasions.

The current Collective Bargaining Agreement expired January 1, 1999, however, the parties stipulated and /or agreed that matters with cost implications shall be effective on/retroactive from and after January 1, 1999.

## IV. Unresolved Issues in Dispute

At the start of the hearing the parties agreed that the following issues were in dispute: Art. 18 – Vacancy, Promotions, and Transfers; Art.21 - Hours of Work; Art. 22 – overtime/Compensatory Time; Art. 23 – Court time; Art. 24 – Call-in-Pay; Art. 25 – Holidays; Art. 26 – Vacations; Art. 32 – Uniform Allowance; Art. 33 – Wages (and new Longevity proposal); Art. (Proposed new) - Medical Examination/Physical Agility.

However, during the course of the first hearing and thereafter, the parties agreed on all issues except (Article 33) Wages

## Criteria

The FACT FINDER, in making recommendations, shall take into consideration all reliable information relevant to the issues, including, but not limited to:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of unresolved 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, and 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; and
- (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.

FINDINGS AND RECOMMENDATIONS

All evidence such as stipulations, exhibits, affidavits, testimony, and all arguments, citations and briefs (if any) have been duly received and given such weight as deemed appropriate by the Fact Finder.

Employer position:

The Employer proposal increases of three (3%) percent beginning each year.

The Township rejects longevity pay noting that neither Beaver nor Poland has it. The Employer further rejects all other language proposed by the Union.

Union position:

Art. 33 Wages

Wage Proposal Comparison

The Union proposal reflects increases of 6% beginning each year, except:

	<u>1999</u>	<u>2000</u>	<u>2001</u>
Patrolmen Full-time	6.66%	6.55%	6.66%

The Union thru its exhibits asserts that the wage increase it demands would cost the Employer only \$1,556 for each percentage increase, including the 22% pension roll-up, which converts to \$9,336 annually for a 6% increase. [UX-7]. Furthermore, the longer an officer works in Springfield Township, the greater difference there is between the average wages of Springfield officers compared to the average wages of those who are employed in comparable communities [UX-4]. While always lower, the Springfield officers, with 5 to 25 years of experience, receive between 77% reduced over time to 75% of the wages of their neighbors.

The Union also seeks a new longevity pay section:

“Section 5. Longevity

All full-time employees shall receive longevity payments, payable into the employee’s hourly wage, after completion of the required length of full-time service with the Springfield Township Police Department, pursuant to the following schedule:

Years of Service	Longevity Benefit
5 years	\$ 300.00
10 years	\$ 500.00
15 years	\$ 750.00
20 years	\$1,000.00
25 years	\$1,500.00”

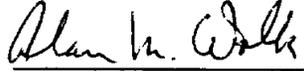
Discussion:

There has been no demonstration by the Township of an inability to pay a greater increase than it has offered, however, it is noted that Springfield Township is very small in population and wealth, has a smaller police force and a smaller population than its neighbors. Its officers are paid 75% to 80% of the wages paid officers in neighboring and/or comparable communities. Three percent is inadequate.

Because of insufficient evidence, there is no recommendation as to longevity pay at this time, however, I highly recommend that the employer give consideration in the near future to longevity incentive. The amounts requested by the Union may or may not be reasonable. Using a 2080 hour year: \$300 for a 5-year veteran amounts to \$0.144 per hour; \$1,500.00 for a 25-year veteran amounts to \$0.721154 per hour. A fractional percentage increase for each year after the fifth or other year might be an alternative approach. The inability or unwillingness to provide long-term incentive often leads to higher turnover, which itself is a costly degradation of community investment in training and experience, and potentially sub-consciously reduces incentive to continually perform at the highest level.

**Recommendation:**

I recommend that the Township pay the police officers an across-the-board increase of four (4%) percent effective 1/1/99, four (4%) percent in addition effective 1/1/00; and four (4%) percent in addition effective 1/1/01.

  
ALAN M. WOLK, Fact Finder

Made effective in Mahoning County, Ohio  
This 18<sup>th</sup> day of October, 1999.

**APPENDIX**

**Article 33  
Hourly Wages**

<b>Commencing</b>	<b>1/1/96</b>	<b>1/1/97</b>	<b>1/1/98</b>	<b>1/1/99</b>	<b>1/1/00</b>	<b>1/1/01</b>
<b>Position</b>	<b>current</b>	<b>current</b>	<b>current</b>	<b>proposed Twp/Union</b>	<b>proposed Twp/Union</b>	<b>proposed Twp/Union</b>
<b>Lieutenants*</b>	<b>14.04</b>	<b>14.68</b>	<b>15.34</b>	<b>/16.26</b>	<b>/17.23</b>	<b>/18.26</b>
<b>Sergeants</b>	<b>13.37</b>	<b>13.97</b>	<b>14.60</b>	<b>15.03/15.48</b>	<b>15.48/16.41</b>	<b>15.94/17.39</b>
<b>Patrolmen Full-time</b>	<b>11.44</b>	<b>11.96</b>	<b>12.50</b>	<b>12.88/13.33</b>	<b>13.27/14.22</b>	<b>13.67/15.17</b>
<b>Patrolmen Part-time</b>	<b>8.58</b>	<b>8.84</b>	<b>9.10</b>	<b>9.37/10.22</b>	<b>9.65/10.83</b>	<b>9.94/10.83</b>

\*There is no Lieutenant on the force at this time.

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<b>Springfield Township</b>	<b>Beaver Township</b>	<b>Poland Township</b>
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**Police officers:**

<b>Full-time Patrol Officers</b>	<b>5</b>	<b>11</b>	<b>12</b>
<b>Part-time Patrol Officers</b>	<b>6</b>	<b>6</b>	<b>2</b>
<b>Reserves</b>	<b>2</b>	<b>5</b>	<b>0</b>