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STATE OF OHIO  
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FEB 11 2000

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>CITY OF WILLARD</b>	)	<b>CASE NOS. 99-MED-09-0807</b>
	)	<b>99-MED-09-0808</b>
	)	<b>99-MED-09-0809</b>
<b>AND</b>	)	
	)	
	)	<b><u>FINDINGS</u></b>
<b>FRATERNAL ORDER OF POLICE</b>	)	<b>AND</b>
<b>OHIO LABOR COUNCIL, INC.</b>	)	<b><u>RECOMMENDATIONS</u></b>

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE FOP**

**Phil Hatch  
Charlton Summers  
Joseph Rohrbach  
Susan Johnson**

**FOR THE CITY**

**Dave Harwood, Esq.  
James Koshmider  
Anne Fritz  
Tom King**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of Willard (hereinafter referred to as the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union or FOP). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on December 28, 1999 and January 14, 2000 in Willard, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining units involved in this matter consists of Sergeants, Police Officers, and Dispatchers. There are currently ten police officers, three sergeants, and four dispatchers employed by the City.

This fact-finder in rendering the following findings of fact and the recommendations on the issues at impasse, has taken into consideration the criteria set forth in the 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. WAGES**

The Union proposes that effective December 15, 1999 the sergeants receive a salary range increase to Range 13; officers an increase to Range 11; and dispatchers an increase to Range 8. For January 1, 2001, the Union proposes a 4% wage increase for all three units. Effective January 1, 2002, the Union's proposal is for another 4% wage increase for the sergeants, officers and dispatchers.

The City proposes wage increases of 3% in the first year of the Agreement, with additional 3% increases in the second and third years of the contract.

The FOP contends that for the first year of the Agreement, bargaining unit members deserve a significant wage increase based upon both internal as well as external comparisons. Currently, police officer wages fall within Salary Range 9. In comparison, firefighters receive salaries in Range 11. The City has a pay ordinance which consists of twenty-three ranges containing six steps to the top wage of each range. There is a 4% pay differential between each salary range. The FOP argues that in effect firefighters who perform comparable work are paid approximately 8% more than police officers. The FOP contends that there is no justification for such a wage gap between police officers and firefighters and for that reason they are proposing that police officers be moved to the firefighters' Salary Range 11. Similarly, it would be appropriate to increase the police sergeants' pay from the current Salary Range 11 to Range 13.

The FOP further maintains that dispatchers are improperly paid the same amount as administrative clerks. Dispatchers have much greater responsibilities than the

administrative clerks and for that reason their pay should be upgraded from the current Range 5 to Salary Range 8.

The FOP submitted SERB's benchmark report dated September 15, 1999 which it claims shows that the wages for police officers, sergeants and dispatchers in the City of Willard fall below the average wage of comparable employees in the state. The FOP cites a statewide top level average pay for police officers of \$35,627. In comparison, the top pay for a police officer in the City of Willard is currently \$33,124. The FOP further points out that in neighboring jurisdictions such as Bucyrus, Clyde and Shelby, officers can reach the top wage in three or four years whereas in the City of Willard it takes officers six years to reach the top wage.

The City contends that its proposed increases of 3% in each year of the Agreement is reasonable considering that the wages for officers, sergeants and dispatchers is currently above average for the area. The City points out that it is only fair to take into consideration the fact that it currently provides officers and sergeants a "pick-up" of 10% of their pension contributions. In 1992 and 1993, officers and sergeants froze their salaries in exchange for the pick-up of their employee contribution to the Police and Fire Pension and Disability Fund. As a result in order to keep the City's salary range plan in tack, officers and sergeants had to go down one range in each of the two years when the pension pick-up occurred. It is for that reason that officers currently are in a pay range below that of firefighters. According to the City, when the pension pick-up is

factored in to the officers' wage for comparison purposes, the salaries for officers and sergeants is above average for the area.

The City further contends that its wage proposal is in line with that provided by neighboring communities to their police officers. In the nearby jurisdictions of Clyde, Shelby, Perkins and Bucyrus, all have provided their police officers with wage increases which range from 3% to 3.5% per year for the applicable time period. With the 3% wage increases proposed for the bargaining units here, the City maintains that their pay will remain above average in comparison to similarly situated employees in these neighboring jurisdictions. The City submitted wage comparisons for dispatchers, officers and sergeants in each of the cities and townships noted.

ANALYSIS – This fact-finder after carefully reviewing all of the evidence and arguments presented by the parties recommends that the dispatcher unit receive a salary range increase to Range 6 effective on January 1, 2000. For the first year of the Agreement, police officers and sergeants should receive a 3.5% wage increase. It should be noted that the parties agreed that first year wage increases were to be retroactive to January 1, 2000. This fact-finder would further recommend that for the second and third year of the Agreements there should be additional 3.5% yearly wage increases.

The evidence shows that currently when one factors in the pension pick-up provided by the City, the wages for police officers and sergeants are above average for the area. In order to make a proper comparison of total compensation received by officers and sergeants, it is of course appropriate to take into consideration the 10%

employee pension pick-up which is currently provided by the City. The record clearly shows that in 1991 the parties agreed that officers and sergeants would have their employee contributions to the Police and Fire Pension and Disability Fund paid in full on their behalf by the City. Over the next two years, 1992 and 1993, the pension pick-up was phased in. In effect, officers and sergeants are provided with an additional 10% in compensation because the City is picking up their share of the contribution to the pension fund. When one factors in the additional pension pick-up, it is clear that officers and sergeants in the City of Willard are paid more than comparably situated employees in the neighboring jurisdictions of Bucyrus, Clyde, Shelby and Perkins Township.

In that the evidence shows that the police officers as well as sergeants' top pay is well above the average for the comparison group, this fact-finder finds that it would be appropriate to recommend wage increases which are in line with that provided to other police forces in the area. The 3.5% increases recommended for the police officers and sergeants here would be the same as the wage increases which are to be provided to police officers in nearby Shelby. While the recommended increases of 3.5% in each year of the Agreement for police officers and sergeants would be greater than that which is to be provided to similarly situated officers in the City of Clyde and Perkins Township, it would be less than that which Bucyrus will be giving to their police forces. With the 3.5% recommended wage increases and taking into consideration the pension pick-up, officers and sergeants will retain their relatively high ranking for wages in the area.

With respect to dispatchers, the evidence shows that their beginning wage falls well below the average of comparably situated employees in the area. The dispatchers did not have the benefit of receiving a pension pick-up like that provided to the police officers and sergeants. Because comparable wage data shows that the dispatchers' wages are relatively low for the area, it would be appropriate to provide them with an increase which would bring their wages more into line with others. For that reason, this fact-finder has determined that it would be appropriate for their wages to be increased by one pay range to Range 6. This would amount to a 4% wage increase for the dispatchers in the first year of the Agreement.

For the final two years of the Agreement, this fact-finder has determined that the evidence supports additional 3.5% wage increases for each of the bargaining units. Such increases would be in line with that provided to similarly situated employees in neighboring jurisdictions. For example, the City of Shelby which is located close to Willard has reached a tentative agreement with its police forces for 3.5% increases in the years 2001 and 2002. While the City of Clyde will be providing wage increases of only 3% in those years, neighboring Bucyrus will provide their police forces with 4% increases. Thus it is apparent that the average wage increase for the years 2001 and 2002 for similarly situated employees in the area will be 3.5% which is what this fact-finder recommends for the bargaining units here.

## **RECOMMENDATION**

It is the recommendation of this fact-finder that the following Wage Provision be included in the parties' Agreement:

### **WAGES**

#### **Effective January 1, 2000:**

Dispatchers shall receive a Salary Range increase to Range 6;  
Officers and Sergeants will receive a wage increase of 3.5%.

#### **Effective January 1, 2001:**

Officers, Sergeants and Dispatchers will receive a 3.5% increase in wages.

#### **Effective January 1, 2002:**

Officers, Sergeants and Dispatchers will receive a 3.5% increase in wages.

## **2. INSURANCE**

The City proposes increasing the amount of the employee contribution for Health Insurance for a family plan to \$30 per pay and for a single plan to \$10 per pay. The Union proposes increasing employee contribution for family coverage to \$20 per pay and \$10 per pay for a single plan.

Another issue raised is a proposal by the Union whereby there would be language prohibiting any decrease in coverage or benefits during the life of the Agreement. The City opposes any such new additional contract language.

The City contends that an increase in employee contribution towards health care costs is justified because the City's cost of providing medical insurance has increased dramatically during recent years. Medical inflation has caused the Board of Directors of BORMA, the City's health insurance joint self-insurance pool, to increase rates 24.6% as of January 1, 2000. The City states that it absorbed an 8% increase in health care costs on January 1, 1999. The combination of the two increases has caused the price of a family plan to increase by over \$2,400 during 1999-2000. With the proposed increase from its employees, the employees' contribution would amount to approximately 7% of the total premium. The \$390 increase which would take place would only be 15% of the increase which the City was required to absorb during 1999-2000. The City cites SERB's health insurance report for 1999 which shows that the average percent contribution towards premiums by employees statewide is 12.2%.

The Union disputes the City's claim that an increase in the employee contribution is justified. The Union questions the City's claim that its health insurance rates increased substantially over the past two years. The FOP acknowledges that some increase in employee contribution may be warranted and it is for that reason it believes that its proposed employee contribution increases are appropriate. Moreover, the Union argues that language is needed in order to prevent the City from changing carriers with a possible decrease in insurance benefits for its members. The language it has proposed which prohibits any decrease in coverage or benefits during the life of the Agreement is fairly standard in FOP contracts throughout the state.

ANALYSIS – This fact-finder would recommend that there be an increase in employee contribution for family coverage to \$25 per pay period and for a single plan to \$10 per pay. The evidence shows that the City has had to absorb a rather significant increase in health care costs during 1999-2000. It was shown that during that time the cost for a family plan under the current self-insurance pool increased by \$2,472. Since 1994, there has been no increase in the employee's contribution towards health care costs. Considering the medical inflationary trends as well as the actual increase in costs for the City here, it would be appropriate to increase the employee contribution towards premiums at this time. In that regard, it should be noted that the parties are in basic agreement that for single plan coverage there should be a \$10 employee contribution per pay period. It would be reasonable under the circumstances to increase the employee

contribution for family coverage to \$25 per pay period. The current family plan contribution rate is \$15 per pay.

This fact-finder finds merit in the Union's request that there be some language which would prohibit any decrease in benefits or coverage if there is a change in the health insurance carrier. On the other hand, this fact-finder would agree with the City that it should have the right to change insurance carriers if it would result in a reduction of health care costs. Taking into consideration the concerns of both parties, this fact-finder would recommend contract language which is commonly found in other similar public sector agreements. The language would provide that the City has the right to change insurance carriers or self-insure, so long as the benefits are comparable to those being presently provided. Such a provision would be fair to both sides and of course any dispute if a change in carrier did take place could be resolved through the established grievance process.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the following Health Insurance Provision be provided for in the parties' Agreement:

#### **HEALTH INSURANCE**

Effective upon the execution of this Agreement the employee's contribution towards the health insurance premium shall be increased to \$25 per pay for family coverage, and \$10 per pay for a single policy.

Add New Language – The City shall be able to change insurance carriers or self-insure, provided the benefits are comparable to existing benefits.

### **3. OVERTIME-HOLIDAYS**

The Union proposes that those working on a holiday be paid double time plus the straight time holiday pay. The Union further requests that personal days be included in the calculation of overtime. The City proposed a modification to the Overtime Provision whereby only holidays actually worked would be included in the calculation of overtime. The current provision provides that holidays, whether worked or not, are included in the calculation of overtime. The City further proposed to add personal time off to the calculation of overtime so long as the Union agrees to its holidays when worked proposal.

The Union contends that the current Overtime and Holiday Pay Provisions are unfair because those employees who must work on a holiday receive the same pay as those not working on a holiday. Employees working on a holiday receive one and one-half times their regular straight time pay plus straight time holiday pay. However because the eight hours of holiday time worked or not worked is included in the calculation of overtime in accordance with that provision, the employees not working on a holiday in effect receive the same pay. The Union contends that its proposal would remedy the inequity that currently exists for those who must work a holiday.

The City maintains that it attempted to address the pay inequity for those who work a holiday by proposing to modify the Overtime Provision so that only holidays actually worked would be included in the calculation of overtime. As a result, those who work a holiday would receive more compensation because the non-worked holiday hours

would be eliminated from the overtime calculation. In addition, the City points out that it is willing to add personal time off to the calculation of overtime so long as the Union agrees to its holidays when worked proposal. The City believes that its compromise is a good solution to the problems expressed by the Union.

ANALYSIS – This fact-finder has reviewed both the Overtime and Holiday Provisions in light of the arguments presented by the parties. It was shown that a certain inequity exists for those employees who must work on a holiday because they in effect receive the same pay as those who do not based upon the fact that holiday time, whether worked or not, is included in the calculation of overtime. However, this fact-finder has determined that there was insufficient basis established by either party to support its proposal to remedy the so-called inequity which exists. The Union's proposal that holidays worked be paid at two times an employee's regular rate of pay plus straight time holiday pay appears to be excessive. There was also no evidence produced to support the Union's request that personal days be added to the overtime calculation. On the other hand, the City's proposal would in effect amount to a reduction in a benefit currently provided. That is, the City's proposal would eliminate holidays not worked from the overtime calculation as is currently provided under that provision.

In summary, this fact-finder was not persuaded by either party that their proposals would fairly address the apparent problem which exists with respect to paying those who must work on a holiday. Rather, it appears to this fact-finder that the current applicable provisions pertaining to overtime and holidays should be retained until such

time that a more equitable solution to the problem can be found. For that reason, this fact-finder does not recommend any modification to the Overtime or Holiday Provisions.

**RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the Overtime or Holiday Provisions as proposed by the parties.

**OVERTIME** – No change.

**HOLIDAYS** – No change.

#### **4. RESIDENCY REQUIREMENT**

The Union proposes a change in the current residency requirement which would provide that sergeants, officers and dispatchers would be required to live within a 15 mile radius of the Willard Police Department. The City proposes to amend the current residency ordinance to provide that residency does not have to be established during the initial six months of the probationary period of an employee. The current residency ordinance provides that an employee must live within the City or in any of the four surrounding contiguous townships.

The Union contends that the current Residency Requirement Provision works a hardship on its members. Employees should be allowed to look for affordable housing in more outlying areas which would be encompassed by the Union's 15 mile radius proposal.

The City does not wish to increase the geographical limitations of the residency requirement because it believes that it is in the best interest of the City to have police personnel reside in the City or in the immediate surrounding area. Such a residency requirement means that the officers should be more personally familiar with the community.

ANALYSIS – This fact-finder has determined that there was insufficient basis established by either party for a proposed modification to the current Residency Provision. It was not clearly established that the current residency ordinance works a substantial hardship on the employees. The current residency ordinance requires

employees to reside within City limits or the immediate surrounding townships. Thus it appears that the employees do have some flexibility as to seeking affordable housing because they can live in the adjacent townships as well as within the City of Willard. In that there was no compelling reason established for modifying the current residency requirement, it follows that there is no need to adopt the City's proposal which would eliminate the residency requirement during the initial six months of the probationary period of an employee. In summary, this fact-finder would recommend that the current Residency Requirement Provision be retained without any modification.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the current Residency Provision be retained without any modification.

**RESIDENCY REQUIREMENT PROVISION** – No change.

## **CONCLUSION**

In conclusion, this fact-finder hereby submits his recommendations on the above referred to outstanding issues. In addition, there were several tentative agreements reached during the fact-finding proceeding which are attached hereto and which should be included in the parties' Agreement.

**FEBRUARY 15, 2000**

  
**JAMES M. MANCINI, FACT-FINDER**

ARTICLE XIX - VACATIONS

Section 1. Each regular full-time Employee shall be eligible for a vacation during his second year of employment and during each year thereafter. However, no Employee shall be entitled to any vacation until he has completed one year of continuous service. Part-time, temporary/casual, seasonal and auxiliary/reserve employees shall not be entitled to vacations.

YEARS OF EMPLOYMENT	VACATION TIME EARNED	
First Year	4 hrs per month	6 working days
Start of Second Year	6 2/3 hrs per month	10 working days
Start of Sixth Year	10 hrs per month	15 working days
Start of Tenth Year	13 1/3 hrs per month	20 working days
Start of Fifteenth Year	14 2/3 hrs per month	22 working days
Start of Twentieth Year	16 2/3 hrs per month	25 working days
Start of Twenty-fifth Year	20 hrs per month	30 working days

Section 6. Employees eligible for vacation shall take at least one vacation per year of six consecutive work days.

CITY OF WILLARD

James K. Koslowski  
Date 1/14/2000

FOP/OELLC

Phil Galt  
Date 1/14/00

ARTICLE XXVII

Section 1(a):

A regular full-time employee shall be entitled to 10 hours of sick leave per month worked. Sick leave may be accumulated to a total of 120 hours per year, or a total of one thousand four hundred forty (1440) hours per employee and shall be used for sick purposes only unless otherwise stated in this agreement.

Section 1. C (2):

For purposes of this section, accumulation of sick leave shall be authorized above the one thousand four hundred forty (1440) hour limit, not exceeding 120 hours in any one year. A full-time employee shall be entitled to receive a cash payment equal to thirty-five percent (35%) of his or her daily wage of any unused sick leave accumulated in the current year above the 1440 hour limit. Such payment shall be made during the last period each year based upon the employee's regular straight time hourly rate at the time of payment.

Accepted by:

  
FOP

1/14/00  
Date

Accepted by:

  
City of Willard

1/14/2000  
Date