



## **PRELIMINARY COMMENTS**

The State Employment Relations Board appointed the fact-finder who was duly notified by George M. Albu, Administrator, Bureau of Mediation by letter on December 7, 1999.

Although there are three (3) cases, the parties have agreed to treat them collectively and, therefore, this report will do likewise.

Avon Lake is a chartered city covering approximately twelve (12) square miles with a population of approximately eighteen thousand (18,000) people.

Unfortunately, the parties did not engage in much meaningful negotiations prior to fact-finding. However, several items were withdrawn prior to fact-finding. In addition, the City agreed to the Union proposal on Health Insurance and both parties agreed to a three (3) year collective bargaining agreement.

Along with the testimony and exhibits, consideration was given to the criteria set forth in the Ohio Administrative Rules and the Ohio Revised Code.

The Fact-Finder would be remiss if he did not compliment the parties in the preparation and presentation of their respective positions and the degree of professionalism displayed throughout the proceedings.

## **ISSUES AND RECOMMENDATIONS**

### **ARTICLE XI - WAGES**

**ISSUE:** This issue, proposed by the Union, seeks an annual increase of four percent (4%) each year of the contract for all employees in the three (3) bargaining units except the Lieutenants. The Lieutenants would receive an increase resulting in a twelve and one-half percent (12-1/2%) rate above that of Sergeant.

The City, on the other hand, originally suggested a freeze. The City subsequently countered with an offer of three and three quarters percent (3.75%) per year for all employees.

**POSITION OF THE UNION:** It is the position of the Union that the rank differential for Lieutenants has not been adjusted for quite a number of years. It is further the position of the Union that comparables clearly show that the City lags behind its peers in this regard.

The Union also calls our attention to the disparity between THE police wage structure and the firefighter wage structure.

**POSITION OF THE CITY:** It is the position of the City that the police are currently extremely well paid in base wages and benefits compared to any of the peer cities.

It is also the position of the City that because of the wages and benefits provided to the police, that candidates for employment deem it extremely desirable to work for Avon Lake.

It is further the position of the City that the City of Avon Lake does not experience the crime or other problems that are present in such other places such as Elyria, Lorain, or Metropolitan Housing.

**OPINION OF THE FACT-FINDER:** It is the opinion of the Fact-Finder that comparables indicate that the wage structure of the City is not out of line. In fact, the Union has so admitted. The three and three quarters percent (3.75%) granted to other bargaining units appears reasonable and is greater than the Consumer Price Index (CPI). It also is the same percentage granted to the firefighters. The claim that the police

be given more than the firefighters appears to be based upon intramural bragging rights rather than logic.

As to the rank differential, in reviewing the comparables the Fact-Finder noted that while the actual wages for the position of Lieutenant were quite in line with the peer cities, the percentage differential vis-à-vis the Sergeants were not. The City maintains that this disparity may be attributed to the fact that the Sergeants are highly paid rather than the Lieutenants being underpaid. However, the Fact-Finder feels that some increase in the rank differential is in order.

**RECOMMENDATION OF THE FACT-FINDER:** It is the recommendation of the Fact-Finder that Article XI, wages be amended as follows:

1. 3.75% annual increase for all personnel except Lieutenants.
2. 9% rank differential from the Sergeant rates for all Lieutenants.

**N.B.** Time constraints preclude the Fact-Finder from calculating and displaying the actual amounts herein.

## ARTICLE XV - CLOTHING ALLOWANCE

### (DISPATCHERS ONLY)

**ISSUE:** This issue, proposed by the Union, seeks to increase the annual clothing allowance for dispatchers to Five Hundred Fifty Dollars (\$550.00) from Five Hundred Dollars (\$500.00).

**POSITION OF THE UNION:** It is the position of the Union that since the Dispatchers are required to uniforms and do have contact with the public it is essential that they look presentable.

It is further the position of the Union that the cost of uniforms has increased over the last three (3) years.

Finally, the Union calls our attention to the fact that Dispatchers for the Fire Department reserve the amount requested.

**POSITION OF THE CITY:** It is the position of the City that without a demonstrable showing that additional money is needed for clothes, the City is unwilling to reverse the clothing allowance for Dispatchers.

**OPINION OF THE FACT-FINDER:** It is the opinion of the Fact-Finder that benefits of this nature lend themselves to uniformity throughout the City.

**RECOMMENDATION OF THE FACT-FINDER:** It is the recommendation of the Fact-Finder that Article XV of the Dispatchers collective bargaining agreement reads as follows:

**ARTICLE XV**

**CLOTHING ALLOWANCE**

**SECTION 1.** Full-time employees required to wear uniforms shall receive an annual clothing allowance for the purchase and maintenance of regulation uniforms and clothing in the amount of Five Hundred Fifty Dollars (\$550.00).

Such allowance shall be paid in one installment on the scheduled pay day immediately preceding April 1st.

## ARTICLE XXV

### LONGEVITY

**ISSUE:** This issue, proposed by the Union, seeks to increase longevity payments.

**POSITION OF THE UNION:** It is the position of the Union that other peer cities have superior longevity provisions. It is also the position of the Union that no adjustments to the longevity schedule have been made in recent years.

**POSITION OF THE CITY:** It is the position of the City that the total compensation package presently in place as well as proposed for the future compares very favorably with its peer communities. The City totally rejects this proposal by the Union.

**OPINION OF THE FACT-FINDER:** It is the opinion of the Fact-Finder that the totality of compensation must be considered when reviewing fragmented parts such as longevity. No persuasive evidence was presented in order to justify a revision of the longevity schedule.

**RECOMMENDATION OF THE FACT-FINDER:**      The

recommendation of Fact-Finder as to the proposed change in the longevity reschedule is as follows:

**DO NOT CHANGE**

**NEW ARTICLE**

**RETIREMENT INCENTIVE OPTION**

**ISSUE:**      This issue, proposed by the Union, seeks a provision whereby an employee after twenty two (22) years of service could convert the sick time earned in each year of the next three (3) years to wages with a maximum conversion of One Hundred Twenty (120) hours per year.

**POSITION OF THE UNION:**      It is the position of the Union that an employee could augment his wages and pension by the use of banked sick time.

**POSITION OF THE CITY:**      The City is totally opposed to plowing such new ground. The City has no such arrangement with any bargaining unit and perceives such proposal as exceedingly expensive.

**POSITION OF THE FACT-FINDER:** It is the opinion of the Fact-Finder that such a fringe benefit is the type that would, if adopted, eventually be extended to all bargaining units. Therefore, a proposal of this nature should be accompanied by a detailed cost analysis which the City could extrapolate to cover the potential application.

Furthermore, this proposal appears to be a blatant end run around the provisions of Article XVII dealing with Sick Leave.

**RECOMMENDATION OF THE FACT-FINDER:** The recommendation of the Fact-Finder as to proposed new Article is as follows:

**DO NOT ADD**

  
**ROBERT C. DEVLIN**  
**FACT-FINDER**

Dated: December 15, 1999