

OHIO STATE EMPLOYMENT RELATIONS BOARD

OHIO STATE EMPLOYMENT
RELATIONS BOARD

CONCILIATOR'S REPORT

2008 MAY 30 P 1: 53

IN THE MATTER OF: INTEREST ARBITRATION

SPRINGFIELD (OHIO) POLICE
PATROLMEN'S ASSOCIATION
(SPPA)

AND

THE CITY OF SPRINGFIELD, OHIO

SERB CASE NO. 07-MED-09-0977

CONCILIATOR: RICHARD D. SAMBUCCO

PRESENTED TO:

Edward E. Turner, Administrator
Bureau of Mediation
Ohio State Employment Relations Board
65 E. State Street - 12th Floor
Columbus, OH 43215-4213

Representing the SPPA (Union):
Paul J. Kavanaugh
Cole Acton Harmon Dunn
333 N. Limestone Street - P.O. Box 1687
Springfield, OH 45501

Representing the City of Springfield (City):
Jerome M. Strozdas, Law Director
76 E. High Street
Springfield, OH 45502

DATE OF CONCILIATION HEARING: MAY 9, 2008

DATE OF REPORT: May 27, 2008

Richard D. Sambuco was duly appointed by the State Employment Relations Board to serve as Conciliator in this matter, in compliance with Ohio Revised Code Section 4117.14 (D)(1) by letter dated April 9, 2008.

A conciliation hearing was held on May 9, 2008 in the City Hall Conference Room in Springfield, Ohio. The hearing began at 9:00 am and adjourned following closing arguments at 6:15 p.m.

In their pre-hearing Position Statements, the parties identified the following issue as being unresolved: (See Joint Exhibit No. 1).

ARTICLE 10 – LONGEVITY, SECTION A

The parties submitted to the Conciliator all other articles that had been tentatively agreed upon (Joint Exhibit No. 3). This Conciliator agreed to incorporate them by reference into his report.

The Union was represented by Paul Kavanaugh, Attorney. Also present was Andrew Scott, Police Officer; Mark Parsons, Police Officer and SPPA President; Clarence V. Gabbard, Police Officer and Vice President SPPA; Nate Ashcraft, Police Officer; and Jerry Bowen, Police Officer.

The City was represented by Jerome M. Strozdas, Law Director. Also present was Jeff Rodgers, Personnel Director; Steve Moody, Police Chief; Bruce Sigman, Police Captain; David Czyzak, Police Captain; and James Bodenmiller, Assistant City Manager.

The parties were afforded full and equal opportunity to present testimonial and documentary evidence. All witnesses were placed under oath and subject to cross-examination. The parties stipulated that the issue was properly before the Conciliator.

This Conciliator recorded the hearing on cassette tapes for his personal use in preparing this report. The tapes will be destroyed with the date of this report.

The parties' stipulated that all tentative agreements (See Joint Exhibit No. 3) concluded during these negotiations and /or through mediation shall continue if either party rejects the Fact-Finder's Report (see Joint Exhibit No. 2).

At the hearing, the parties presented a stipulation (Joint Exhibit No. 3) signed by both parties' representatives, which reads as follows:

"The parties stipulate and agree as follows:

1. The parties have resolved all issues with regard to a collective bargaining agreement with the exception of the issue of Longevity, Article 10.
2. The terms of the agreement with regard to the resolved issues are stated in Exhibit 1 to this stipulation and are to be incorporated in the conciliator's award by reference."

/s/Paul J. Kavanagh

/s/Jerome M. Strozdas"

Conciliator's Note: The reference to Exhibit No. 1 in the above stipulation actually refers to the tentative agreement labeled Joint Exhibit No. 3 at the conciliation hearing.

The parties also submitted a "Waiver" (City Exhibit No. 12), which reads as follows:

"Waiver

"The City of Springfield and the Springfield Police Patrolmen's Association agree to waive the provisions of the ORC Section 4117.14 (G) 11, thereby authorizing any conciliator appointed in SERB Case No. 07 MED 09 0977 to make an award with cost implications effective as of January 1, 2008 regardless of the conciliator's appointment date."

/s/Andy Scott

/s/Jeff S. Rodgers

Chief Bargaining Representative (Union)

Personnel Director"

Dr. Ann C. Wendt, Ph. D. SPHR served as Fact-Finder in this matter. She conducted a hearing on February 22, 2008 and issued her report dated March 24, 2008. (Joint Exhibit No. 2).

STIPULATION 2 of the Fact-Finder's report reads in pertinent part as follows:

“The parties reached a tentative agreement on December 14, 2007. The Union presented the tentative agreement to the Membership. The Membership rejected the tentative agreement (33 accepted and 38 rejected). Following mediation with Commissioner Steve Anderson, FMCS, two (2) issues were presented to the Fact-Finder. During the City’s opening statement, the City offered language for retroactivity provision. The Union agreed to the proposed language for this provision. Therefore this issue was not presented to the Fact-Finder. The parties requested that the Fact-Finder include the retroactivity language in the Fact-Finding Report.

The parties stipulated that all tentative agreements concluded during their negotiations and/or through mediation shall continue if either party rejects the Fact-Finder’s Report.”

The fact finding report was accepted by the Union and rejected by the City of Springfield, which brings us to the Conciliation hearing conducted on Friday, May 9, 2008.

EVIDENTIARY BACKGROUND

The City of Springfield, Ohio is a chartered municipal corporation. The City serves approximately 65,358 residents within its 25-square mile geographical area.

Springfield is the county seat and is located in the Center of Clark County. Clark County serves approximately 140,000 residents which include the City of Springfield’s residents.

The City has approximately 600 full-time employees that provide the necessary municipal services.

The Springfield Police Patrolmen’s Association (SPPA) represents approximately 100 full-time patrol officers in the City’s Police Division. Sergeants and Lieutenants are represented by a separate union affiliated with the FOP/OLC, Inc. (See the City’s Position Statement.)

The Union’s Position Statement reveals the following:

“The above parties have negotiated collective bargaining agreements since before the implementation of O.R.C. Section 4117 in April, 1984. The parties are currently governed by a collective bargaining agreement that expired on December 31, 2007.

A total of five negotiation sessions have been conducted, beginning on November 30, 2007. The last session was conducted with the assistance of Commissioner Steven Anderson of the Federal Mediation and Conciliation Service.

Of the forty-one articles in the current agreement, forty have been agreed upon and stipulated to. The only remaining unresolved issue is longevity in Article 10.

The parties have agreed to a two (2) year contract.

With respect to longevity, the current contract provides:

'All employees with five or more years of service with the City shall be entitled to longevity pay at the rate of One Hundred Dollars (\$100.00) per year of service.'

The City proposed a two (2)-tier longevity scheme wherein a police officer hired on or after January 1, 2008 would have their longevity pay reduced from \$100.00 per year of service after five years to \$50.00 per year of service after five years.

The patrolmen request to retain longevity at its current rate for all patrolmen including those recently hired and makes the following final offer of settlement pursuant to OAC 4117-9-06 (E) (4).

'All employees with five or more years of service with the City shall be entitled to longevity pay at the rate of One Hundred Dollars (\$100.00) per year of service.'
(See Union's Position Statement.)

The record will show that while the City is currently interviewing prospective candidates for police officer, there have been no new police officers employed since January 1, 2008.

The record will also show that the City's final offer of a two-tiered longevity provision has no effect on currently employed police officers. Existing employees would continue to receive the (current longevity) benefit, as it existed (in the current contract) even if they had not reached the five (5) year threshold. Newly hired employees (patrol officers) would receive a benefit of 50% (one-half) of the existing benefit when they reached (complete) the five (5) year threshold. (See the City's Position Statement.)

When analyzing each party's position with regard to the issue before me, this Conciliator must take into consideration the statutory criteria expressed in Ohio Revised Code 4117.

Specifically, those legislative criteria are as follows:

Factors to Be Considered by the Conciliator

- 4117-9-06(H) The conciliator shall take the following into consideration in resolving the dispute between the parties:
- 4117-9-06(H)(1) Past collectively bargained agreements, if any, between the parties:
- 4117-9-06(H)(2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- 4117-9-06(H)(3) The interests 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;
- 4117-9-06(H)(4) The lawful authority of the public employer;
- 4117-9-06(H)(5) The stipulations of the parties; and
- 4117-9-06(H)(6) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment

Let the record show that the City does not claim an inability to pay.

4117-9-06(H)(1) Past collectively bargained agreements is an appropriate criterion to consider.

4117-9-06(H)(2) [Comparables] is an appropriate criteria to consider.

While there have been no "inability to pay" arguments presented in this proceeding, the rest of 4117-9-06(H) must be considered.

4117-9-06(H)(4) speaks to the lawful authority of the Employer. No issues have been raised regarding these criteria, so it is not relevant in this matter.

4117-9-06(H)(5) "Stipulations of the parties" is relevant only to the extent that the agreement has already been reached on all articles, except the issue at bar, and the parties have agreed that these should be incorporated by reference into this Conciliation Report.

4117-9-06(H)(6) directs the Conciliator to consider, "Such other factors, ... which are normally or traditionally taken into consideration in the determination of the issues ..."

Thus, I am bound in this case to consider (1) past collective bargained agreements; (2) comparable data; (3) the impact on the public; and (4) "other factors".

Normally in rendering such decisions I analyze each issue and then pick the final offer that best matches the statutory criteria.

Let the record show that prior to the convening of the conciliation hearing, this Conciliator presented to the chief spokesman for each party a logical and sincere proposal that could have resolved this issue during the term of the parties tentatively agreed upon two (2) year collective bargaining agreement (CBA). But to no avail.

4117-9-06(H)(1) Past Collectively Bargained Agreements (CBA).

While the Union did, in its position statement, point out that the Patrolmen agreed to a very modest wage increase in 2008 and 2009 (the term of the tentative agreement), neither party placed special emphasis on past collective bargaining agreement(s) as criteria to consider in arriving at a decision with regard to the issue (longevity).

The majority of the conciliation hearing was devoted to supporting each party's position by submitting evidence of comparables of other cities similar to Springfield and to pointing out errors in the fact-finder's report.

In comparing the current CBA that expresses an expiration date of December 31, 2007, with the tentative agreement (Joint Exhibit No. 3), I find the following factors that must be considered:

Since there were no prior CBA's submitted into evidence prior to the current agreement (expiring on December 31, 2007) the pay rates effective January 1, 2006 cannot be calculated in terms of a cents per hour increase or percentage increase. (See Attachment #1.)

The wage rate effective July 1, 2006 reveals no increase in wages for the first four (4) levels of police officer. The two top levels of police officer (1P5 and 1P6) reveal a cents per hour increase of \$.28, which works out to be a 1.21 percent increase from a wage rate of \$23.86 to \$24.16 AND a \$.30 cents per hour increase (1.25 percent increase) from wage rate \$22.96 to \$23.24 and \$23.86 to \$24.16 respectively. (See Attachment #1.)

The wage rates effective January 1, 2007 essentially reveal a percentage increase ranging from 2.22% to 2.27% for the seven (7) levels of police officer classification. (See Attachment #1.)

So my conclusions from Attachment #1 are that, based on the wage rates in effect on January 1, 2006, there was no wage increase for the levels of police officer "new hire" through 1P4 with the exception of level 1P5 and 1P6; an increase of 1.21% and 1.25% respectively. (See Attachment #1.)

To say it another way, based on the wage rates in effect on January 1, 2006, those rates were in effect for the entire year of 2006 for "new hire" through 1P4. (See Attachment #1.)

Those wage rates in effect on January 1, 2007 reveal a percentage increase ranging from 2.22% up to 2.27% for all classifications of police officers for the entire year of 2007. (See Attachment #1.)

My conclusion based on the revelations in Attachment #1 is that the current CBA (effective March 3, 2006 through December 31, 2007) which is two (2) months short of a two (2) year agreement essentially reflects a 2.2% wage increase. (See Attachment #1.)

Attachment #2 reveals a tentative wage schedule based on the parties' tentative agreement (Joint Exhibit No. 3) that includes a two (2) year contract (CBA) and is pretty much self-explanatory.

Effective January 1, 2008, the tentative wage rates reveal essentially a 2.25% wage increase from the wage rates in effect on January 1, 2007.

Effective January 1, 2009, the wage rates reflect a 2.00% increase and six months later (July 1, 2009) the wage rates reveal a 1.00% increase.

To recap the foregoing analysis:

March 3, 2006 through December 31, 2007 a 2.2% wage increase.
January 1, 2008 through June 30, 2009, a 2.12% wage increase.
July 1, 2009 through December 31, 2009, a 1.00% wage increase.
(See Attachments #1 and #2.)

The only other (economic) issue that has changed from the current CBA (expiring December 31, 2007) to the tentative agreement (Joint Exhibit No. 3) has to do with Article 27 – Uniform and Equipment, Section A – Allowance.

The current CBA provides for \$825 per annum to assist in defraying the cost of maintenance and replacement of uniforms and equipment.

The tentative agreement (Joint Exhibit No. 3) provides that the \$825.00 per annum be increased by \$50.00 (\$875.00 per annum) in the first year (2008) of the CBA and an additional \$50.00 (\$925.00 per annum) in 2009, the second year of the CBA.

Unless I missed something in comparing the current agreement with the tentative agreement in terms of economic issues, wages and clothing allowance appear to be the only changes in the tentative agreement (Joint Exhibit No. 3).

4117-9-06(H)(2) Comparison of the issues submitted to final offer settlement -- giving consideration to factors peculiar to the area and classification involved.

There was much discussion between the parties regarding the comparables submitted by each party. There was much disagreement between the parties regarding the comparables used by each party to support their particular position.

For example, the Union argues that the fact-finder used the wrong figures if she relied on the Benchmark Report dated February 22, 2008 compiled by SERB (Patrolmen's Exhibit No. 9).

The Union points out a discrepancy in the Benchmark Report between the entry level (\$38,251.20) and top-level annual salary (\$52,000) for police officers in Springfield City. This figure was adjusted upward to \$39,104 for entry level and \$53,164 annual salaries for top-level classifications with no objections from the City.

The Union then submits information compiled by SERB (Patrolmen's Exhibit No. 15) illustrating a comparison among certain cities with regard to longevity pay.

The Union submits a comparative analysis of annual pay plus longevity pay (Patrolmen's Exhibit No. 16) for certain cities which they contend belong to a so-called "Miami Valley" grouping.

The City takes issue with this comparable by pointing out that the Union omitted certain cities in the Miami Valley comparable.

After much discussion, it appears that the Union selectively picked certain cities while omitting certain others and designated them Miami Valley cities.

Further discussion revealed that while the parties can agree on the term “Miami Valley”, they cannot agree on what cities should be included in the Miami Valley group.

The City relies on a City Income Tax (2%) and submits a listing of certain companies (City Exhibit No. 3) and the number of job losses (4,604 jobs lost) dating back to 2001. Because of these job losses, the City argues that its revenue has gone down.

The Union responds by submitting a list of companies that have located into the Springfield area since 2002, bringing with them a total of 3,767 jobs.

The City counters that these jobs are predominately service-type jobs with a lower paying wage rate that reduces the revenue as a result of the 2% City Tax. The City also points out that not all of these recent jobs are located within the Springfield city limits, which further exacerbates the revenue stream based on the 2% City Tax.

The Union argues that the City has an Economic Development Incentive Program whereby some of the City’s revenue stream resulting from the City Income Tax is reimbursed to these recently located companies as an incentive to expand their business.

The City argues that the fact-finder used inaccurate comparables on her exhibit (City Exhibit No. 4) by including the City of Cleveland Heights, a high-income bedroom community, in a comparison with Springfield, which skewed the analysis in favor of the Union. The City also points out that the fact-finder made errors in her calculation of average salaries. The City also points out that the fact-finder used cities that were not comparable to the cities used in the City’s comparables; therefore skewing the per capita income in favor of the Union (City Exhibit No. 4, Page 6).

The Union counters the City's argument by submitting a listing of cities (Patrolmen's Exhibit No. 8) that the fact-finder used that, with a couple of exceptions, are the same cities that the City used as their comparable.

The City submits a grouping of bar graphs (City Exhibit 5A-5D) illustrating "Miami Valley Cities" in terms of poverty rate, per capita income, household income, and property values. These bar graphs reveal the City in an unfavorable position compared to other cities in the grouping in terms of each of the above-listed criteria.

A comparison of police salaries with for example, per capita income of the City's residents or other cities' residents I believe is inappropriate. The diverse occupations of residents and the possible inclusion of passive sources of income mean that this measure fails to satisfy the comparability standard. Additionally, it was previously stated that the parties couldn't agree on which cities belong to the "Miami Valley" grouping.

City Exhibit No. 3, Page 4, illustrates a bar graph showing the City's 2% Income Tax revenue over a ten (10) year period (1998-2007). This 2% Income Tax is the primary source of revenue for the City's General and Permanent Improvement Funds.

The intent of the City is to illustrate the relative "flatness" of the graph implying that tax revenue is at least slowing down. When you draw a line across the tips of the bar graph from 1998 through 2007, it shows in the years 2000 to 2004, the bars do not touch the line, but in the years 2005, 2006 and 2007, the bars are increasing however slightly, which illustrates a slight increase in tax revenue.

The bar graph on Page 5 of City Exhibit No. 3 reveals an increase in funds available for Capital Improvement and Net Debt Service from slightly more than \$5 million in 2001 to just over \$6 million in 2003. This does not reflect a decrease in revenue available for these two (2)

categories. (Net Debt Services and funds available for Improvements and Purchases.) This does not comport with the implied job loss (i.e., tax revenue) reflected in the City's job loss examples of City Exhibit 3, Page 2.

Referring back to Page 5 of City Exhibit No. 3, we see a slight decline in funds available from year 2002 to 2003 and then a rather steep decline in funds available from 2003 to 2007. With this steep decline in funds available, we see a dramatic increase (blue bar) in net debt service and a very sharp decline in funds available for Capital Improvement and Purchases (Green Bar); which indicates to me that the City has taken on an increased debt load at the expense of Capital Improvement and Purchases.

The record will show (City Exhibit No. 9) that the City is borrowing \$2.5 million to acquire property for a newly merged hospital consortium. This same record will show that the City is committed to \$19.4 million for the new hospital over a period of years.

City Exhibit No. 11 reveals the following information in the two (2) columns on the left. The two columns on the right reflect information that I gleaned from the SERB Benchmark Report dated February 22, 2008.

Cities Comparable to Springfield

<u>City</u>	<u>Top Level Salary</u>	<u>City</u>	<u>Top Level Salary</u>
Canton	\$47,311.00		
Elyria	\$49,090.22	Kettering City	\$66,486.60
Hamilton	\$52,208.00	Dayton City	\$56,825.60
Lima	\$46,508.80		
Mansfield	\$42,556.00		
Newark	\$47,944.00		
Springfield	\$53,164.80	Springfield City	\$53,164.80
Warren	\$47,944.00		
Youngstown	\$49,054.45		
Average	\$48,420.14		\$58,825.67

Difference \$ 4,744.66

\$ 5,660.87

The above figures do not include longevity added into the top-level salary.

<u>*Employer</u>	<u>Population</u>	<u>Size of Bargaining Unit</u>	<u>Number of Steps to Top Level</u>
Dayton City	166,179	363	8
Kettering City	57,502	64	7
Springfield City	65,358	100	7

*Information taken from SERB Benchmark Report dated February 22, 2008.

I used only Dayton City, Kettering City and Springfield City from SERB's Benchmark Report dated February 22, 2008 because these were the only three cities with a sizable comparison in population and fairly large bargaining unit size comparatively speaking. The other cities in the Benchmark Report reveal (in the majority of examples) a population size of less than half that of Springfield City. (Patrolmen's Exhibit No. 9).

Patrolmen's Exhibit No. 15 is SERB information with regard to longevity pay, which reveals the following:

<u>Employer</u>	<u>Year 5</u>	<u>Year 10</u>	<u>Year 20</u>
Dayton City	1/2% (or) \$284.00	1% (or) \$568	2% (or) \$1,137
Kettering City	\$0	\$0	\$0
Springfield City	\$500	\$1,000	\$2,000

One can observe that while the top salary for Dayton and Kettering are much higher, the longevity benefit for Springfield is much more favorable than Dayton, with Kettering not having a longevity benefit at all. When a person compares differences in benefits levels, it all comes down to where a party places its emphasis, salaries or some other benefit.

The Union argues that a reduction in longevity pay for new hires will serve to cause new employees to express their dissatisfaction with lower productivity and quality of service. The Union also points out that it is inequitable to treat two (2) officers, riding in the same patrol car,

protecting the same citizens, and fighting the same criminals, differently. A two-tier longevity system creates the potential for dissatisfaction that will affect morale. The Union points out that OAC 4117-9-06(H)(3) states that the Conciliator is to consider the effect that an adjustment in longevity will have on public services.

The City responds that there are many areas in the CBA where we have different benefit levels, for example vacation selection, shift assignment and shift eligibility.

The Union points out that the citizens of Springfield approved a permanent 3-mill property tax levy in 2001. The levy, which amounts to approximately 26% of the Police Department's total budget, is dedicated to "training, equipping and supporting twenty-four police officers."

The Union points out that in 2006, City expenditures from the general fund for public safety was \$21,586,278. (Patrolmen's Exhibit No. 14). Police services, which include personnel services, operation and maintenance, comprised approximately 37% or \$8,065,491 of the public safety expenditures. (Patrolmen's Exhibit No. 15). From the policy levy, the City expended \$3,005,833, for a total expenditure of \$11,071,324.

General Fund Police Services	\$ 8,832,845 (Is not congruent with \$8,065,491)
Police Levy Funds	<u>\$ 3,121,815</u> (Is not congruent with \$3,005,833)
Total Expenditures on Police	\$11,954,660 Is not congruent with (\$11,071,324)

In addition to adding extra officers to the streets, the police levy dramatically reduces the strain on the City's General Fund. The police levy makes longevity an affordable part of the wage package for a police officer according to the Union.

Jim Bodenmiller, Assistant City Manager, testified "the General Fund is the only true discretionary fund. The police property tax levy is dedicated strictly for the Police Department. However, the vast majority of the General Fund is used to support the Police and the longevity

benefit in the Police Department costs the City approximately \$80,000 per year. **Any money saved will help us to keep employees.**”

The City points out that it has a legal mandate to maintain a certain level of staffing in the Safety Forces and submits City Exhibit No. 13.

The Union states in its Position Statement that the bargaining unit is comprised of ninety-six (96) police patrol officers. The City, in its Position Statement, indicates that the SPPA represents approximately 100 full-time police patrol officers in the City’s Police Division. A separate union represents sergeants and Lieutenants.

A close examination of City Exhibit No. 13, Section 96, POLICE DIVISION; SPECIAL ASSESSMENT FOR ADDITIONAL PERSONNEL, reads in pertinent part as follows:

“For the duration of this assessment, the Springfield Police Division shall consist of no fewer than one hundred and twenty-four (124) full-time sworn police officers ...

Any monies withdrawn from this fund by The City of Springfield shall be used only for the specific purposes stated herein, namely: hiring, training, maintaining, and supporting twenty-four (24) additional sworn, full-time police officers within the Springfield Police Division, unless such position has become necessary to support officers hired pursuant to the May, 1990, police levy, or this levy. “ (Emphasis added.)

While the interpretation of the intent of City Exhibit No. 13 or how it is administered was never explained to this Conciliator, does that figure of 124 include Sergeants and Lieutenants or just new “additional” police officers?

The question then becomes, why the discrepancy between the 124 police officer requirement (City Exhibit No. 13) and the actual number of police officers, 96 as stated by the Union and 100 as stated by the City. Both positions (Union and City) are well below the 124 minimums.

The foregoing analysis, taken together with Mr. Bodenmiller's testimony, "**Any money saved will help us to keep employees,**" leads this Conciliator to conclude that it is not the longevity benefit that keeps patrol officers in the City's employ. More likely it is wages in comparison with cities of comparable size.

This also serves to mitigate the Union's argument that the \$100.00 longevity benefit serves to keep us (Patrol Officers) competitive with other cities in terms of wages.

Having acknowledged the current situation, I must go on to observe that the job of the Conciliator is defined by the Ohio Revised Code and limits the Conciliator to selecting the last best offer of one or the other of the parties'.

The following factors weighed heavily in my decision:

1. Patrolmen's Exhibit No. 15, which illustrates that the City of Springfield already has a superior longevity benefit than Dayton; and Kettering, who has none.
2. The testimony of Assistant City Manger Jim Bodenmiller.
3. City Exhibit No. 13 with regard to the 124 minimum full-time sworn police officers vis-à-vis the number currently in the bargaining unit.
4. The fact that six (6) other separate bargaining units have already agreed to the City's offer with regard to longevity pay as follows:

1. Public Safety Dispatchers (FOP-OLC)
2. Police Clerks (FOP-OLC)
3. Service Department Employees (AFSCME)
4. Parks Employees (AFSCME)
5. Police Command Officers (FOP-OLC)
6. Firefighters (IAFF)

According to the record, all of the above separate bargaining units operating within the City of Springfield have agreed to the "two-tiered" approach to longevity.

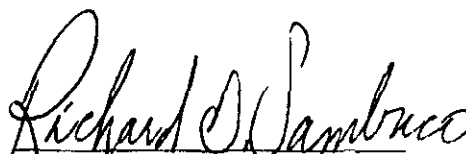
On the basis of the record as a whole and for the reasons as stated above, and in keeping with the criteria listed in the "Factors to be Considered by the Conciliator", the last best offer by the City of Springfield is the one that must be adopted.

That offer reads as follows:

"All employees with five or more years of service with the City shall be entitled to longevity pay at the rate of fifty dollars (\$50.00) per year of service."

All agreements previously reached by and between the parties and tentatively agreed to, are hereby incorporated by reference into this Conciliation Report, and shall be included in the resulting Collective Bargaining Agreement.

Respectfully submitted and issued in St. Clairsville (Belmont County) Ohio this 27th day of May, 2008.


Richard D. Sambuco
Conciliator

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Conciliator's Report
was sent by regular mail to:

Paul J. Kavanaugh, Attorney
Cole, Action, Harman & Dun
333 North Limestone Street
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Columbus, OH 43215-4213


Richard D. Sambuco, Conciliator

Date: MAY 27, 2008

ATTACHMENT #1

City of Springfield and SPPA

City of Springfield, Ohio
Police Division Pay Schedule (Current) (Contract)

SPPA Pay Rates

Effective January 1, 2006

Class Title	<u>Grade/Step</u>	<u>1/1/2006 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
Police Officer	1P 7 new hire	17.99	----	----	37,419.20
	1P 1	18.72	----	----	38,937.60
	1P 2	20.70	----	----	43,056.00
	1P 3	21.47	----	----	44,657.60
	1P 4	22.21	----	----	46,196.80
	1P 5	22.96	----	----	47,756.80
	1P 6	23.86	----	----	49,628.80

Effective July 1, 2006

Class Title	<u>Grade/Step</u>	<u>7/1/2006 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
Police Officer	1P 7 new hire	17.99	----	----	37,419.20
	1P 1	18.72	----	----	38,937.60
	1P 2	20.70	----	----	43,056.00
	1P 3	21.47	----	----	44,657.60
	1P 4	22.21	----	----	46,196.80
	1P 5	22.96	0.28	1.21	48,339.20
	1P 6	23.86	0.30	1.25	50,252.80

Effective January 1, 2007

Class Title	<u>Grade/Step</u>	<u>1/1/2007 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
Police Officer	1P 7 new hire	18.39	0.40	2.22	38,251.20
	1P 1	19.14	0.42	2.24	39,811.20
	1P 2	21.17	0.47	2.27	44,033.60
	1P 3	21.95	0.48	2.23	45,656.00
	1P 4	22.71	0.50	2.25	47,236.80
	1P 5	24.04	0.52	2.21	50,003.20
	1P 6	25.00	0.54	2.20	52,000.00

ATTACHMENT #2

City of Springfield and SPPA

City of Springfield, Ohio
Police Division Pay Schedule (Tentative)

SPPA Pay Rates

Effective January 1, 2008

Class Title: Police Officer

<u>Grade/Step</u>	<u>1/1/07 Rate</u>	<u>1/1/2008 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
1P 7 new hire	18.39	18.80	0.41	2.22	39,104.00
1P 1	19.14	19.57	0.43	2.24	40,705.60
1P 2	21.17	21.65	0.48	2.26	45,032.00
1P 3	21.95	22.44	0.49	2.18	46,675.20
1P 4	22.71	23.22	0.51	2.24	48,297.60
1P 5	24.04	24.58	0.54	2.24	51,126.40
1P 6	25.00	25.56	0.56	2.24	53,164.80

Effective January 1, 2009

Class Title	<u>Grade/Step</u>	<u>1/1/2009 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
Police Officer	1P 7 new hire	19.18	0.38	2.02	39,894.40
	1P 1	19.96	0.39	1.99	41,516.80
	1P 2	22.08	0.43	1.98	45,926.40
	1P 3	22.89	0.45	2.00	47,611.20
	1P 4	23.68	0.46	1.98	49,254.40
	1P 5	25.07	0.49	1.99	52,145.60
	1P 6	26.07	0.51	1.99	54,225.60

Effective July 1, 2009

Class Title	<u>Grade/Step</u>	<u>7/1/2009 Rate</u>	<u>Cents/Hr. Increase</u>	<u>Percentage Increase</u>	<u>Annual Rate</u>
Police Officer	1P 7 new hire	19.37	0.19	0.99	40,289.60
	1P 1	20.16	0.20	1.00	41,932.80
	1P 2	22.30	0.22	0.99	46,384.00
	1P 3	23.12	0.23	1.00	48,089.60
	1P 4	23.92	0.24	1.01	49,753.60
	1P 5	25.32	0.25	0.99	52,665.60
	1P 6	26.33	0.26	0.99	54,766.40

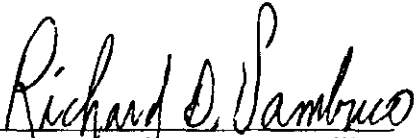
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Conciliator's Report was sent by regular mail to:

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Richard D. Sambuco, Conciliator

Date: MAY 27, 2008