

**CONCILIATION REPORT**  
**STATE OF OHIO**  
**STATE EMPLOYMENT RELATIONS BOARD**  
**January 19, 2017**

**Case No.: 15-MED-05-0571**

Ohio Patrolmen's Benevolent Association (Sergeants), Union

and

City of Englewood, Ohio, Employer

**CONCILIATOR: Richard F. Novak**

**HEARING**

Tuesday, December 20, 2016 at the administrative offices for the City of Englewood, 333 W. National Rd, Englewood, Ohio 45322.

**APPEARANCES**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

Mark J. Volcheck, OPBA Attorney

Mike Lang, Sergeant

Eric Totel, Sergeant

**CITY OF ENGLEWOOD**

Beverly A. Meyer Esq.

Bricker & Eckler L.L.P.

312 N. Patterson Blvd., Suite 200

Dayton, Ohio 45402

Mark Brownfield, Chief of Police

Barbara McCormick, Personnel Director

## **Background of this Case**

This Conciliation arises under Ohio Revised Code Section 4117.14(D) (1). This Conciliator was appointed by SERB on October 18, 2016. The parties mutually agreed to extend all statutory deadlines to the date of this hearing on December 20, 2016 and agreed on the issuance of a Conciliation Report by January 20, 2017.

The Conciliation process is final offer, issue-by-issue resolution, by the Conciliator selecting from the final offers submitted at the hearing. The Conciliator based his decisions and award upon the evidence and testimony submitted in the record; and was guided by the factors set forth in ORC/4117.14(G) (7).

The bargaining unit is comprised of three sergeant positions. A separate police officer bargaining unit, supervised by the sergeants, is comprised of 16 full-time patrol officers.

This is the first CBA (Collective Bargaining Agreement) for the sergeants unit. The Unit was certified by SERB on May 7, 2015. The parties negotiated the terms and conditions of employment on December 9, 2015, October 27, 2015, October 26, 2015 and October 1, 2015. The parties resolved by T/A's (Tentative Agreements) many issues. However, wages remained at impasse. Due to illness and reasons beyond control a Fact Finding hearing occurred on August 29, 2016 before Fact Finder Michael D. McDowell Esq., Mr. McDowell's "Report and Recommendations" was issued on September 23, 2016.

The City of Englewood accepted the Fact Finder's Report and OPBA rejected the McDowell Report. On October 11, 2016 SERB ordered the parties to Conciliation. On October 18, 2016 this Conciliator was appointed by SERB.

## **Description of Final Offers Submitted and Proposed Language for the CBA**

This case presents to the Conciliator two relatively straight forward final offers of the parties to consider on an element by element basis.

### **A. The City of Englewood's final offer is:**

Sergeants General Wage Increase (GWI):  
2% Effective January 1, 2016  
2% Effective January 1, 2017  
2% Effective January 1, 2018

**ARTICLE XIV: WAGES****HOURLY INCREASE AND EQUITY ADJUSTMENT****SECTION 1**Rate:

Wage rates for employees covered herein shall be set forth in Addendum #1, which is attached hereto and made part hereof.

**Addendum #1**

STEP	A (Hire)	B (6 mos.)	C (18 mos.)	D (30 mos.)	E (42 mos.)	F (54 mos.)
Current	30.33	31.90	33.47	35.14	36.88	38.77
1/1/16	30.94	32.54	34.14	35.84	37.62	39.55
1/1/17	31.56	33.19	34.82	36.56	38.37	40.34
1/1/18	32.19	33.85	35.52	37.29	39.14	41.15

**SECTION 2**Step Increases:

Employees may receive step increases until the maximum step is reached. There shall be no step increases beyond the maximum shown in Addendum #1. The city offers no equity adjustment.

- End of the City's Final Offer -

**B. The OPBA's Final Offer Is:**

Sergeants General Wage Increase (GWI) and Equity Adjustment:

2.5% Effective January 1, 2016

2.5% Effective January 1, 2017

2.5% Effective January 1, 2018 and

New pay step "G" @ 2.5% over step "F" effective January 1, 2016

**ARTICLE XIV: WAGES****SECTION 1**Rate:

Wage rates for employees covered herein shall be set forth in Addendum #1, attached hereto and made a part hereof.

**Addendum #1**

**Agreement, effective January 1, 2016 through December 31, 2018, between the Ohio Patrolmen's Benevolent Association and the City of Englewood.**

STEP	A Hire	B (6 mos.)	C (18 mos.)	D (30 mos.)	E (42 mos.)	F (54 mos.)	"NEW" G (72 mos.)
Current	30.33	31.90	33.47	35.14	36.88	38.77	2.5%
Eff. 1/1/2016	31.09	32.70	34.31	36.02	37.80	39.74	40.73
Hourly rate							
2.5% GWI							
Eff. 1/1/2017	31.87	33.51	35.16	36.92	38.75	40.73	41.75
Hourly Rate							
2.5% GWI							
Eff. 1/1/2018	32.66	34.35	36.04	37.84	39.72	41.75	42.79
Hourly Rate							
2.5% GWI							

**SECTION 2**Step Increases:

Employees may receive step increases until the maximum step is reached. There shall be no step increases beyond the maximum shown in Addendum#1.

Such general wage increase shall be paid retroactively to January 1, 2016. Additionally, the two senior Sergeants would be placed at Step G retroactive to January 1, 2016 due to their time in Step F. The least senior Sergeant, who was promoted in January of 2015, was initially placed in Step E, and started in Step F in January 2016. He would not be placed in Step G until July of 2017.

### **SECTION 3**

#### Longevity:

A \$1,000.00 on-time, lump sum, longevity bonus shall be paid to each bargaining unit employee on their twentieth anniversary date of employment with the City of Englewood. Such bonus shall not be included in an employee's regular rate of pay for overtime purposes or any other wage-based calculation.

- End of the OPBA Final Offer -

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Before this Conciliator, wages and equity adjustment (New Step G as proposed above) remains the unresolved issues of the parties. By tentative agreement, the parties have signed a TA on Section 3, Longevity. The parties have agreed by tentative agreement that the duration of this collective bargaining agreement shall be for January 1, 2016 through December 31, 2018. The parties have executed a 4117.14(G) (11) waiver, so that any wage increase awarded may be effective in the 2016 calendar year and thereafter.

#### **Discussion of Final Offers**

It is duly noted by this Conciliator that OPBA withdrew from its final offer its prior demand for increase: (1) a \$0.50 per hour shift differential and (2) a 5% increase across all pay steps retroactive to January 1, 2016. The City's final offer was reduced to a 2.0% general wage increase in each year of the contract which was approximately 20% less in general increases that were recommend in M. McDowell's September 23, 2016 Fact Finding Report. Such Fact Finder McDowell's Report was later accepted, however by the City and rejected by the OPBA.

The City's final offer of a 2% general annual wage increase is identical to the general wage increases offered/argued before Fact Finder M. McDowell, 2015-MED-05-0571, which was rejected by M. McDowell in his report.

#### **Evidence Submitted at the Conciliation Hearing**

In addition to and in support of each parties respective position and their objections to the opposing parties final offer, both parties submitted substantial exhibits and theories in support of their final offers.

Because of the depth of the evidence presented; the Conciliator will attempt to address all positions to minimize unanswered questions and provide a rationale for the Conciliator's award.

#### **OPBA – Exhibit 1**

A comparison of sergeant's compensation and general wage increases in 2016 & 2017 between Englewood and eleven other cities in Montgomery County show:

1. The current annual top base pay of an Englewood sergeant is \$83,641.00 which is 101.85% of the Comparator Group average of \$79,180.00 and accordingly ranks as the 4<sup>th</sup> highest paid out of a Comparator Group of 12(twelve) cities.

2. The rank differential of top pay for Englewood sergeants compared to top pay for Englewood patrol officers is 12.6% higher (rank differential).
3. The average rank differential for sergeants vs. patrol officers is 17.2% with a low of 12.6% (Englewood) to a highest of 23.3% (Vandalia).
4. Twelve (12) CBA's for sergeants in other cities were submitted. A review by the Conciliator found the following:
  - a. Five (5) of the twelve sergeants CBA's contain a specific provision which establishes a minimum percent pay differential between top ranked sergeants and top ranked police officers.
  - b. One of the twelve sergeants CBA uses a Step "G" to establish a pay differential of 23.3% for sergeants over patrol officers.
  - c. The range of pay differentials range from a low of 13.0% (Tipp City) to a high of 23.3% (Vandalia) with a norm of 16.0%.
5. Englewood's sergeants current pay differential is 12.6% vs. the top police officer rate.
6. The average general wage increase for 2016 & 2017, by those who negotiated contracts, is 2.4% for each year.
7. The Englewood police officer's top base pay with the same Comparator Group for the sergeants is \$71,614.00 which is 105.75% of the Comparator Group average of \$67,723.00 and accordingly ranks as the third highest paid out of a Comparator Group of twelve (12) cities.
8. The City of Englewood has no outstanding loans or long term debt since 2011. It has a diverse tax base from residential to industrial and commercial; and has seen expansion of revenue generating facilities in 2015.

### City of Englewood Exhibits

The City challenges the relevancy of the OPBA Comparator Group of eleven cities.

1. The City offers (3) three distinct external Comparator Groups of cities. These cities are located north of Interstate 35, where Englewood is located, and are agrarian-based cities. The cities south of Interstate 35, some of which are in the OPBA Comparator Group, have more retail, health care organizations and traditionally white-collar establishments.

The following table summarizes the three Comparator Groups<sup>1</sup>

Subject	North of I-35	Northern Montgomery	Northmont School
Average Sergeant Pay	\$77,945	\$77,065	\$76,833
Englewood Sergeant Pay	\$82,254	\$82,254	\$82,254
Average 2016 GWI	2.20%	2.11%	2.33%
Englewood Pay Rank	Top 3 <sup>rd</sup> out of 14	Top 2 <sup>nd</sup> out of 9	Top 1 out of 3

2. The City offers several additional analyses of Comparator compensation data for Englewood sergeants vs. Comparator Groups; all support the conclusion from the

<sup>1</sup> After 2016 increases for each city and 2.0% increase for Englewood.

- above data that the Englewood sergeants are very well paid compared to their peer groups.
3. The City also offers a similar comparison of the Englewood police officer top rate after actual or proposed 2016 GWI's vs. the city group north of I-35. The same conclusion is apparent, the Englewood police department personnel are very well paid compared to their peer groups.
  4. The City offered comparisons of sergeants pay vs. other city officials and department heads and rank differentials within the chain of command with the Chief of Police.
  5. The City offered a pro-forma calculation of the annual effect impact if the city were to match the sergeants 5% equity adjustment sought and apply it to all city employees as parity. This was artfully described as "Contract Pyramiding" by the City's advocate.
  6. Lastly the City offered an "Exhibit-1999/2000" entitled Police Officer Wages '99. It showed the Englewood police officer rate relative to a Comparator Group of 19 cities at the time Englewood patrol officer's maximum pay ranked in the bottom 25th percentile. Such ranking was the reason for the 5% equity pay adjustment of "Patrol Officers only" in 2000.

### **Joint Exhibits Submitted by OPBA and the City of Englewood**

1. OPBA Binder Exhibit "A" "Extension Agreement"
2. OPBA Binder Exhibit "B" "Tentative Agreement"

### **Conciliator's Conclusions from the Evidence**

While the parties disagree on which Comparator Group of survey data is the best fit to Englewood Ohio, the Conciliator points out that "Crime honors no Sanctuary". A high speed traffic stop, domestic violence call, drug trafficking or over dose, gun violence, felony arrest are all equally dangerous to the police officers and sergeants whether they be north or south of I-35. Private Citizens north or south of I-35 expect law enforcement professionals to do "the very same" when protecting life, limb or property.

Accordingly select survey samples may vary the data results slightly but to this Conciliator larger samples are more predicting than smaller samples. Consistency of samples is also more compelling. The Conciliator is perplexed at the difference in the City's 1999/2000 sample vs. the samples offered to establish sergeant's 2016 pay. The OPBA sample in Exhibit 1 includes six cities in the 1999/2000 Englewood exhibit. However, in Englewood's 2016 Exhibits, Huber Heights and Vandalia are the only common cities in just two of the three 2016 Englewood Exhibits when compared to the 1999/2000 Exhibit.

There is no question however that the Englewood sergeant's top pay versus their peers in whatever external Comparator Group, in this record, are very well paid. There is also no question, from the record that the "Internal Pay Differential" between the Englewood sergeants and police officers are subpar to one another internally and subpar to the external sergeants Comparator Group found in OPBA Exhibit 1.

However "Well Paid" to external survey data is But "One Factor" among other factors that will be determinative in this hearing.

Testimony regarding Englewood item 6 above, revealed that when the City adjusted the police officer pay scale in 2000 by adding the 5% Step G, it did not adjust the wage tables or actual pay of any other city employees. Accordingly pyramiding of compensation was not an issue at the time.

### **What is before This Conciliator**

The advocates for the City of Englewood (Ms. Meyer) and for the OPBA (Mr. Volcheck) have made excellent presentations and submitted comprehensive evidence in support of strong principled arguments of their final offers. Generally, all information submitted is very persuasive.

Fact Finding reports from B. Widgeon, 2015-MED-09-0859, 2-19-16; M. McDowell 2015-MED-05-0571, 9-23-16; and Conciliation Report 2015-MED-09-0859, 4-25-16 were submitted by the parties as relevant. Each report was professionally prepared and reviewed thoroughly by this Conciliator.

Each parties final offer had substantive subtleties that differ from their last positions prior to this conciliation hearing.

The city of Englewood strongly argues the “Principle of Deference” which should be given to preceding Fact Finder Reports and Recommendations. SERB-00-MED-09-0952, SERB 2006-MED-10-1267, SERB-98-MED-02-0130, specifically 00-MED-09-0952, Pg 3.:

...“The Conciliator “must be deferential” to the Fact Finder unless it can be proved that the Fact Finder made a serious error in his/her report”...

### **Discussion of the Issue of Deference to a Fact Finder Report/Recommendations**

Fact Finding is one step in the Alternative Dispute Resolution (ADR) process set forth in O.R.C. 4117. The Fact Finder issues a “Report and Recommendations” to the parties for settlement. It is not final and binding. It is rendered by a labor relations professional whose expertise may provide solutions or guidance as to what is reasonable, equitable, competitive or realistic under the facts in which the parties find themselves. SERB statics from 2013, 2014 & 2015 show that approximately 41.0% of Fact Finder recommendations are rejected by one of the parties. Of the Fact Finder reports rejected approximately 54% go to a Conciliation hearing with the remaining 46% being resolved by the parties. Those 46% of the rejected Fact Finding reports are resolved by the parties usually coming to an agreement based upon the reality and direction of recommendations proffered by the Fact Finder. Part of the ADR process in 4117 is to assist the parties in reaching resolution of the impasse. If the status quo of a Fact Finder report/recommendation were “sacrosanct” there would never be agreements reached by the parties on the 46% of the Fact Finder reports rejected by the parties. Additionally, the 54% of the Fact Finding reports appealed to Conciliation would also be “Rubber Stamped” and an unnecessary step in the ADR Process. Deference to Fact Finders reports is a “Consideration” for a Conciliator but it is not an “Absolute” in the opinion of this Conciliator. There is no authority in O.R.C. 4117 for the words of Fact Finder D. Byrne in 00-MED-09-0952 Re: “The Conciliator “must be deferential” to the Fact Finder unless...”.

The Doctrine of Stare Decisis also does not apply to Fact Finder report/recommendations. Even under such a “Judicial Concept” there are occasions when departure is rendered necessary to vindicate plain, obvious principles of law and remedy continued injustice.<sup>2</sup>

Resolution of labor impasses are nuanced in the proposals and positions that can lead to agreement. Entrenched positions seldom lead to reasonable compromise that endures.

Notwithstanding, this Conciliator’s view of “Deference” to a Fact Finder’s report/recommendation; what is at issue here is a “New Set of Facts” reflected by the OPBA’s “Final Offer Elements”. Such economic elements were not presented to Fact Finder McDowell at 2015-MED-05-0571. Hence, while McDowell’s Fact Finders Report and Recommendations regarding the pattern of the GWI’s (General Wage Increases) are well analyzed and conclusions sound, the remainder of the OPBA final offer elements are substantively different from those economic elements submitted by OPBA to McDowell’s Fact Finding hearing. In addition, such OPBA final offer elements show a clear movement toward a settlement compromise, which is part of the process.

Accordingly for all the above rationale, this Conciliator feels statutorily bound to consider each parties final offers on their merits as presented at the hearing on December 20, 2016.

#### The Statutory Conciliation Guidelines:

4117.14(G)(7)	After hearing, the Conciliator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the parties’ final settlement offers, taking into consideration the following:
4117.14(G)(7)(a)	Past collectively bargained agreements, if any, between the parties;
4117.14(G)(7)(b)	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;
4117.14(G)(7)(c)	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;
4117.14(G)(7)(d)	The lawful authority of the public employer;
4117.14(G)(7)(e)	The stipulations of the parties;
4117.14(G)(7)(f)	Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the 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.

The provisions above most relevant to this case are:

4117.14(G)(7) ...”Resolve the dispute...on an issue by issue basis”...

<sup>2</sup> Black’s Law Dictionary, Fourth Edition.

4117.14(G)(7)(b) “Comparison of the issues submitted to final offer settlement relative...to the bargaining unit involved with those issues related to other public ... employees doing comparable work”...

4117.14(G)(7)(c) “The interests and welfare of the public, the ability of the public employer to finance ... and the effect of the adjustments on the normal standard of public service”

This Conciliator will discuss the relevance of these revised code guidelines latter in this finding section.

### **OTHER RELEVANT TESTIMONY**

At the hearing, Sergeant Mike Lang described the responsibilities of a shift sergeant and the fact that they have assumed many of the duties of the former Englewood Lieutenant position that was eliminated around 2001. Furthermore he said many of the City’s wages Comparator Groups have the level of lieutenant between the chief of police and sergeant. Sergeant Lang said the rank differential between sergeant and police officer position was greater before 2000, after which police officers received their 5% equity adjustment. The differential went from approximately 17.0% prior to 2000 to the current 12.6%.

The sergeants of Englewood have broad responsibilities. In addition to patrol, they supervise a 24/7 dispatching operation. Much of the administrative duties of the former lieutenant position were assumed by the sergeants.

Chief of Police Mark Brownfield testified, confirming much of what was said by Sergeant Lang. He also complemented the Sergeant Group for their performance and acknowledged that they are better at performing their duties than their peers in law enforcement.

Chief Brownfield stated: “I am lucky to have three sergeants that can run their shifts with minimal help from me”.

### **THE CONCILIATOR’S SELECTION OF THE PARTIES FINAL OFFER ON AN ISSUES-BY-ISSUES BASIS AND HIS RATIONALE**

The issues at impasse are:

#### **Issue 1**

The appropriate “General Wage Increase” (GWI) during each year of the collective agreement and

#### **Issue 2**

The appropriate “Pay Differential” of the top rate of sergeants versus the top rate of police officers.

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## Issue 1

**The Conciliator adopts the OPBA proposed GWI final offer for sergeants wages as set forth on page 4 Entitled: “Article XIV Wages” for Steps A though F. This is a 2.5% GWI effective 1/1/16, 1/1/17 and 1/1/18 as set forth on page 3.**

The rationale is straight forward as follows:

- The GWI pattern of 2.5%, 2.5% and 2.5% is recommended by two Fact Finder Reports (2015-MED-09-0859) and (2015-MED-05-057) awarded by one Conciliation Report (2015-MED-09-0859).
- The City has applied a 2.5% GWI to all non bargained employees for 2016.
- The volumes of comparator data submitted supports a pattern settlement in the annual 2.5% range.
- While base pay and total compensation for sergeants is very competitive, so too is the pay level for police officers. No actions were taken to reduce the GWI of any other employee groups including police officers within the City due to above average compensation status.
- No arguments were put forth regarding the City’s ability to finance pattern GWI’s.
- The City’s final offer is regressive at a 2.0% annual GWI. It would exacerbate the current pay differential of 12.60% to 12.07%, 11.52% and 11.00% for 2016, 2017 and 2018 respectively.
- The City’s final offer does not square up with conciliation guidelines 4117.15(G)(7)(b). The pattern Englewood police officer settlement and the vast majority of the Comparator data is the “Pattern” which supports the OPBA’s final offer re: The General Wage Increases during the Contract Term.
- The City vociferously argued that this Conciliator should defer to Fact Finder McDowell’s September 23 2016 Report (2015-MED-05-0571). However, on an element by element final offer the City did not defer to the McDowell recommendation of annual 2.5% GWI’s but instead reduced them by 20% to 2.0% annual GWI’s.

The finding on issue #1 is inarguable.

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## Issue 2

The remaining impasse Issue 2, the sergeant’s “Appropriated Pay Differential” is decided based upon the following rationale. The arguments for (by OPBA) and against (by the city) an increase in pay differential are persuasive. The City’s arguments are very analytical to a point of precision. The OPBA arguments so too are equally statistically grounded. However, the OPBA argument contains merits of reality. Key factors considered by this Conciliator are:

- The pay differential between a supervisor and one supervised is a paramount compensation issue which effects morale, incentive, commitment and the perception

- of equity. External pay comparisons are relevant but internal comparisons are most paramount and are experienced every day on the job.
- The external comparative data show a “normative rank differential” in the range of 15 to 17 percent with many rank differentials set in the collective agreement at 16%. This means that the top sergeant pay will exceed the top patrol officer pay by 16%.
  - The current Englewood sergeant rank differential is 12.60%. This rank differential compared to the data submitted into this record is unquestionably subpar or below average.
  - However, sergeants compensation relative to peer groups, submitted in the record, range from the highest paid out of a group of three to the fourth highest paid out of a group of (12) twelve.
  - The cost of the OPBA final offer on this issue is approximately \$6,350.00 per year.
  - The issue of rank differential has existed since 2000; however, this is the sergeants “first” collective bargaining agreement by which they have the bargaining rights to address this issue with their employer. If not now, why not? This is truly a legitimate subject of bargaining and a “catch-up” to an element (Step G) in a CBA (Collective Bargaining Agreement) enjoyed by the subordinates supervised. Step G is a match to a level of pay opportunity benefiting police officer subordinates. It is not unlike the \$1,000.00 longevity bonus that was matched for the sergeants by tentative agreement of the parties. New collective agreements, by their newness, will negotiate elements of pattern agreements in many ways. Such matching does not create incremental adjustments for the contract being matched. The risk of a Fact Finder accepting such logic to pyramiding such an identifiable element matched is remote and unlikely.
  - Of significance is that the Englewood sergeants enjoyed a once larger pay differential, assumed responsibilities associated with a flatter organization (no lieutenant) and expanded responsibility. Furthermore, they are acknowledged to be the “Best” of their peer group albeit among some of the best paid as well.
  - External data comparisons have established two facts. They are: (1) the sergeants are currently well paid; and (2) their pay differential to officers supervised are below average and subpar.

The statutory guidelines this Conciliator is bound by is 4117.14(G)(7)(b). It requires the Conciliator to consider:

Comparison of OPBA’s “Step G” final offer proposal with “those issues related to other...employees doing comparable work giving consideration to factors peculiar to... classification involved”.

The “Step G” final offer proposal is fundamentally a “Pay Differential” issue between a direct supervisor (the sergeants) and the subordinate (the patrol officer). “Step G” is not an equity adjustment for the sergeants because they are uncompetitively paid relative to their peers in other cities. If that was rationale for Step G the evidence on top rates submitted by either party does not solely support the granting of Step G equity adjustment.

The evidence that is relevant and compelling however in determining the merits of Step G is:

1. The percent differential (12.60%) between patrol officers Step G and the sergeants current Step F – the actual pay differential –
2. The external wage comparisons of pay differential in OPBA Exhibit 1 and the CBA's for sergeants of neighboring cities submitted by Englewood.

The external data clearly supports a pay differential of 15% to 17%. The CBA Exhibits support a defined contractual sergeant differential of 16% above the top police officer rate.

This evidence is significant, which has been submitted by both parties. The data does not establish a precise top rate but rather it establishes a “Fair and Equitable” relationship or differential in pay between sergeants and police officers. It is also consistent with “Reasonable” pay differentials this Conciliator has seen in his professional career. OPBA's final offer sets the sergeants wage differential at 15.40% above the top police officer rate.

In summary, the data evidence, the historical relationships, the excellent performance of broad responsibilities and the pattern internally of Step G and externally of a 15% - 17% pay differential all support and trump external wage Comparator Groups' analysis; and mandates that this issue has merit and should be addressed in this “initial CBA” (Collective Bargaining Agreement) for the Englewood police sergeants.

The OPBA proposed final offer, Step G as set forth on page 4 entitled Article XIV Wages, Addendum#1 is “the Only” proposal that attempts to address this legitimate issue.

**This Conciliator Affirms the OPBA proposed final offer regarding “Pay Differential” as set forth on the full page 4 as the Resolution to this impasse issue between OPBA and the City of Englewood.**

The Conciliator's affirmation of OPBA's final offer is consistent with the conciliation guidelines of R.C. 4117.14(G)(7)(c):

“The interests and welfare of the public, the ability ... to finance... and the effect of the adjustment on normal standard of Public Service.” The cost of Step G for the sergeants is de minimis, approximately \$6,350.00 increased annual effect base wages for the total bargaining unit. As with the year 2000 Police Officer Step G, this catch-up Step G for the sergeants should have no precedential impact on the compensation of non law enforcement positions within Englewood. Clearly the City has the ability to finance such increase. Lastly failure to resolve this legitimate bargaining issue could lead to poor morale of a key employee unit. That could have “adverse” effect on the normal standard of law enforcement service.

It is note worthy, the specific proposal of OPBA's final offer was never presented to Fact Finder M. McDowell in the context of a Step G rate and pay differential based upon a reading of his report dated September 23, 2016.

## OTHER FINDINGS OF THE CONCILIATOR

As a part of this award, the Conciliator expressly incorporates by reference the parties “Tentative Agreements” set forth in OPBA binder tab “B”. In addition, the parties “Extension Agreement” in OPBA binder tab “A” is also incorporated herein by reference.

Respectively submitted and issued at Chagrin Falls, Ohio this 19th day of January, 2017.

\_\_\_\_\_  
/s/Richard F. Novak

January 19, 2017  
Date

## CERTIFICATE OF SERVICE

This is to certify that per the agreement of the parties, an electronic copy in PDF format of the duly executed original of the foregoing Conciliation Report was emailed this 19th day of January 2017 to Beverly A. Meyer, Esq. at [bmeyer@bricker.com](mailto:bmeyer@bricker.com) and to Mark J. Volcheck, Esq. at [mvolcheck@OPBA.com](mailto:mvolcheck@OPBA.com) and to [MED@SERB.state.oh.us](mailto:MED@SERB.state.oh.us).

Respectfully submitted and issued.

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/s/Richard F. Novak  
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Prepared January 19, 2017 in Geauga County, Ohio