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96-MED-10-0885

STATE EMPLOYMENT
RELATIONS BOARD

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**IN THE MATTER
OF
CONCILIATION**

BETWEEN The Fraternal Order of Police, OLC, Inc. and the Wood County, OH Sheriff	CASE NO. : CONCILIATOR: JOHN S. WEISHEIT DATE OF HEARING: Feb. 20, 1997 DATE OF REPORT: March 27, 1997
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**REPRESENTATION
by**

<u>Employer Representatives</u> Steve Sprin, Consultant John Kohl, Sheriff Michael K. Blair, Operations Assistant	<u>Union Representatives</u> Phil Hatch, FOP Representative Jackie Wegman, FOP Representative Kay Cremeans, FOP Gen. Council Nancy Boggs, Deputy, Justice Ctr. Rosanna Chambers, Deputy, Comm. Mary Beth Sieber, Deputy, Clerical Rep. Guadalupe Cortez, Sgt., Rd. Patrol Jeffrey Roberts, Deputy, Rd. Patrol James A. Amerkun, Lt. Justice Ctr. Charles L. Frizzell, Lt. Det. Div.
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AUTHORITY

This matter was brought before Arbitrator John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Conciliator is for consideration and directive based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces. It is duly noted that the parties have mutually agreed to an alternate dispute resolution in this matter and the Conciliator's Award is final and binding.



BACKGROUND

The Wood County Sheriff, hereinafter called the "Sheriff" and/or "Employer", recognizes the Fraternal Order of Police, OLC, Inc., hereinafter called the "FOP" and/or "Union" for purposes of collective bargaining regarding the wages, hours, and other terms and conditions of employment effecting a number of the employees in the Sheriff's Department. There are two (2) bargaining units involved in such negotiations; 1) Command Officers, and 2) Non-Command Officers. The units bargain separate contracts but engage in joint bargaining. Most terms of the collective bargaining agreements are the same, but t certain items are unique to each respective unit.

The parties have negotiated a series of agreements since the mid 1980's. The most current agreements expired December 31, 1996. The Sheriff and FOP have engaged in a series of good faith bargaining to reach agreement on successor contracts; however, impasse occurred in the process. The parties have mutually agreed to an alternate dispute (MAAD) resolution procedure, in keeping with provisions of ORC 4117. As is required under the law involving law and safety forces, the MAAD ends in final and binding conciliation.

The above named Conciliator was selected directly by the parties. Prior to the formal Conciliation Hearing, the parties engaged in mediation to resolve those issues in dispute. While many issues were reduced to tentative agreement, withdrawal, or otherwise resolved, some items remained at impasse. The Conciliator convened an oral Hearing, accepted testimony and documentation to attain facts and the rationale for the position of each party on the outstanding issues. At the Concilator's request, certain additional documents were submitted by each party following the Hearing. The hearing was closed after each party indicated that there was no additional information to present and that they were satisfied that they had sufficient and fair opportunity to present relevant evidence. This Report is based on the facts presented by the parties and includes the considerations directed under applicable provisions of ORC 4117 regarding the rendering of a Concilator's Determination.

**UNRESOLVED ISSUES,
PRIOR TO CONCILIATION HEARING**

The following issues were unresolved prior to convening the Conciliation Hearing:

1. Binding Arb of Grievances	12. New staff training
2. Overtime-Justice Center	13. Time Clock
3. Wages	14. Job bidding
4. Stress Pay	15. Earned credit hours-Road Patrol
5. Personal/Funeral Day	16. Court time
6. Uniform Allowance	17. Pay spread for Command Unit
7. Life insurance	18. Equity in Benefits
8. Sick Lv, definition	19. Special Duty Assignment
9. Sick Lv, incentive	20. Overtime Bidding
10. FMLA	21. Comm. Ctr Sch./Shift Bid
11. Residency	22. Clerical Wage Schedule, Non-Com

**ISSUES TENTATIVELY RESOLVED
AT THE CONCILIATION HEARING**

The following issues were tentatively agreed to, or otherwise resolved, prior to the formal Conciliation Hearing.¹

1. Uniform Allowance	7. Equity of Benefits
2. Life Insurance	8. Comm. Ctr Sch./Shift Bid
3. New Staff Training	9. Overtime-Detectives.
4. Time Clock	10. Clerical Wage Schedule, Non Com
5. Job Bidding	11. Special Duty Assignment
6. Earned Credit Hours - Road Patrol	12. Overtime-Justice Center
	13. Residency

ISSUES AT IMPASSE

The following issues remain unresolved and are before the Conciliator for determination:

1. Wage Scale	5. Court Time
2. Command Officer Pay Differential	6. Sick Lv, incentive
3. Stress Pay	7. FMLA
4. Personal/Funeral Day.	8. Binding Arbitration - Grievances

¹

A number of issues were agreed to between the parties through memorandum of understanding, or other means, but had not been formally tentatively agreed to. The Conciliator was asked to include these terms in the Report to insure appropriate inclusion in the Agreement.

**SUMMARY OF THE PARTIES RESPECTIVE POSITION
ON ISSUES AT IMPASSE**

Employer	Issue	Union
The Sheriff proposes a base increase of 4%, effective Jan. 1, 1997, increased by 3% effective Jan. 1, 1998, increased by 3% effective Jan. 1, 1999.	Wages	The FOP proposes a base increase of 4%, effective Jan. 1, 1997, increased 4% effective Jan. 1, 1998, increased 4% effective Jan. 1, 1999.
Retain current differential rate.	Command Officer Differential	Increase the differential rate.
Retaining current language.	Stress Pay	Increase the no. of steps at the 20 th and 25 th year.
Retain Current Language.	Personal/Funeral Day	Increase an additional day
Retain Current Language.	Court Time	Minimum report pay on scheduled day off of 3 hrs at 1 ½ reg. pay .
Retain Current Language.	Sick Lv Incentive	Modify incentive to: no days used=32 hrs. Pay 1 day used = 24 hrs. Pay 2 days used = 16 hrs. Pay 3 days used = 8 hrs. Pay
Retain current language...use of paid lv as part of FMLA.	FMLA	Employee has the right to choose between use of pd lv in addition to FMLA leave.
Retain current language.	Binding Arbitration	Include all matters covered by the Contract as subject to final and binding arbitration.

DISCUSSION

A. General

Under the terms and conditions of the parties mutually agreed alternate dispute procedure, (MAAD) certain procedural matters are modified from those set under ORC 4117. Those considerations that ORC 4117 require in the course of making a final determination were complied with in this matter. The unresolved items are addressed item by item, but are given consideration as a total of the parts, rather than on an independent basis. The last best item by item offer consideration required under ORC 4117, is not required under the MAAD. The Conciliation Determination shall apply to both Agreements in the same way, unless specifically otherwise noted.

Financial

A number of the issues in dispute are considered as part of the economic package. In particular, issues at impasse identified as having notable economic impact include: Wages, Command Officer Differential, Stress Pay, Court Time, Sick Leave Incentive, and FMLA. The financial implication of these were reviewed in total context. It is also recognized that several economic matters have been resolved in tentative agreement. Ability or inability to pay is not argued. The parties' strongest contentions, on economic issues, is based points of equity and appropriateness. Review, consideration, discussion, and final determination is heavily influenced by these factors. Therefore, reference or inclusion of financial facts and figures commonly found in Conciliation Reports will not be included in this instant case.

Appropriateness

The impasse regarding binding arbitration of grievances in the Agreement indicates a philosophical difference. This is addressed in more detail in the following section. Yet, it is recognized as priority concern to each party. Its intangible value is taken into consideration in the ultimate Finding.

B. Issues at Impasse:

1. Wage Scale - Non-Command Officers

Several terms in the Agreement are effected by any increase to the base wage schedule. This includes most issues at impasse. The fact that the issue of binding arbitration, though not resolved due to its economic consequences, is viewed as a priority issue in this situation. The value associated with its determination is considered tangible and is therefore considered in the total context of the final award.

The base wage rate effects all employees. The other wage or economic issues at impasse will benefit different employees to a lesser or greater degree. The wage rate benefits the employees and Employer alike. It is beneficial in helping to obtain and maintain quality employees in this vital service area. This provision has the most universal benefit to all parties and is given the greatest attention in the ultimate determination.

2. Pay Differential - Command Officers

Command Officers wage schedule is based on that of Non-Command Officers, including a pay differential based on rank. The Union proposes to increase the differential rate to attain parity with other similar command officers and reflect more appropriate distinction due to responsibility of position. The Employer contends the current level is appropriate.

The facts and evidence submitted by the Union is persuasive that a change in the differential structure is appropriate during the terms of the Agreements. It is noted that a base pay increase will proportionately effect Command and Non-Command Officers, as was discussed above. The rate of increase sought by the FOP is found high when taken into consideration with base rate increases determined for the non command officers.

3. **Personal/Funeral Day**

Currently, employees are allowed three (3) paid days off for funeral leave. There is no paid personal leave. The current funeral leave provision is found appropriate. Insufficient evidence was presented to persuade this Conciliator to expand the terms of the Agreement to include a provision of personal leave.

4. **Court Time**

The increase of 1 hour minimum for court appearance on non-scheduled work time, again, would result in a compounding benefit in tandem with any base pay increase. The current provision is found comparable to other like bargaining units.

5. **Sick Leave Incentive**

The Conciliator is not persuaded by the evidence and testimony presented that increasing the amount of pay for not using sick leave will cause a decline in the use of sick leave.

6. **Family Medical Leave Act (FMLA)**

The intent of FMLA was to insure employees leave in an emergency situation. Its implication is greater to private sector than public sector employees. Its intent was to provide all employees greater job security when family and personal medical emergencies occurred. These benefits were attained by public employees in Ohio at a time when there existed significant pay differences between public and private sector employees.

It is apparent in this case, the concern is whether or not an employee must use leave currently addressed in the agreement before using leave under FMLA. The current contract indicates there is a provision for 6 months unpaid leave of absence in addition to paid Sick Leave that accrues based on time of service.

Paid sick leave insures income for time off due to illness of the employee or a member of the employee's immediate family. A pattern has evolved over time to include other significant economic benefits to this provision. The parties have added "pay-out" provisions for accumulated but unused sick leave and, more recently, "sick leave incentive pay" provisions have been added to encourage employees not to use sick leave. These provisions are found in the expiring terms of the agreements effecting the parties in this case. These more recent inclusions tend to cloud the primary purpose of paid sick leave.

The unpaid leave of absence provision is tentatively agreed to. It is silent regarding its application in conjunction with paid sick leave. Federal law will supercede state law or terms of the Agreements. It is determined that further reference to this matter in the Agreements is not necessary.

7. Grievance Procedure - Binding Arbitration

The FOP proposes that final and binding arbitration be the final step in the grievance procedure regarding all terms set forth in the respective Agreements. It argues that final and binding arbitration is the overwhelmingly accepted final step in grievance resolution in Ohio public employee contracts. It further contends that such a provision will enhance morale among employees.

The Employer contends the current language of the grievance procedure is sufficient. It notes that in only one case, in the past several years, that an advisory arbitration decision was not accepted by the Employer.

The Sheriff also argues that final and binding arbitration must be agreed to voluntarily between the parties and therefore is not in the purview of the Conciliator to impose such a term on the parties. The Employer also indicated concern that final and binding arbitration could inhibit the Sheriff in carrying out his legal obligations under the law.

- a. The established continuing term regarding grievance arbitration in previous agreements that cannot be ignored. They have determined certain issues are subject to binding arbitration while others will be limited to advisory arbitration.
- b. The facts determined through evidence and testimony have not shown labor justice is denied employees covered by the terms of grievance provision in the expiring agreements. Allegation and innuendo were made, but lacked persuasive facts to support the contention that change is necessary at this time. The Union did not demonstrate during the term of the expiring agreements it incurred expense and/or difficulty or hardship to attain labor justice for employees.
- e. It is an accepted principal in interest arbitration to favor the current terms between the parties when sufficient facts are found lacking to support change. Such facts are absent in this case.

- f. Further, the current definition of a grievance includes the right to grieve subjects outside the four-corners of the contract. The Conciliator is ultimately being asked not only to expand arbitration related to additional terms of the Contracts, but is called upon to address terms beyond the Contracts. Applying arbitration to terms outside the collective bargaining agreement is far less common than when grievance arbitration is confined to the terms of the agreement. The parties did not address this relevant factor.
- g. A review of the facts submitted are not found persuasive to support the change of the grievance arbitration provision at this time.

DETERMINATION & AWARD

- I. All items tentatively agreed to are to be included in the Agreement.
- II. The following items of tentative agreement are to be included in the appropriate Agreement(s) under the appropriate Article:
 - B. **BUREAU OF DETECTIVES**
Detectives will receive 60 hours of compensation annually for required extra duty as prescribed by the sheriff.
 - C. **ROAD PATROL - Earned Credit Hours**
 - 1. The workday shall consist of twelve (12) consecutive work hours. A work pay period shall be eighty-four (84) hours.
 - 2. An acting Sergeant pay may be 3 hours of compensatory time for every 12 hours.
 - 3. Earned credit hours are the extra four (4) hours per pay period. These hours will be earned as hour for hour (straight time). Each employee will have one year in which to take the earned credit hours off. At the end of the year (December) if the hours are not taken off, the hours will be paid hour for hour to that employee if so desired. One hundred and four (104) hours may be accumulated.
 - 4. Shift minimum shall be no less than two (2) during the hours of 6:00 am - 3:00 pm. Shift minimum shall be no less than three (3) during the hours of 3:00 pm - 3:00 am. Vacation/compensatory time off shall be at the discretion of the road patrol sergeant.
 - 5. Court time shall be paid as per the contract. The road patrol sergeant shall have the discretion of granting time off if the court time is during sleeping hours. The employee may count the time used getting ready for court and the travel to court as part of the court time.
 - 6. Forced overtime will be at the road patrol sergeants discretion, If no off-duty road patrol officer is available, the officers on duty shall work the overtime.

7. Holiday pay shall be for twelve (12) hours.
8. Sick Leave incentive days shall be twelve (12) hours rather than eight (8).
9. The first twelve (12) weeks shall be on a rotating schedule.
10. Permanent shifts will be handled by seniority within the road patrol division. If two persons were promoted to the road patrol on the same day, the person with the most department seniority shall be senior.
11. The Sheriff has the authority to change the shift schedule.

D. COMMUNICATIONS CENTER SCHEDULE/SHIFT BID

The Communications Center Schedule/Shift bid shall be accomplished by implementing the use of Departmental Seniority to determine order of bidding.

E. SHIFT BIDDING-JUSTICE CENTER

Shift bidding at the Justice Center will be offered once every year.

F. CLERICAL WAGE SCHEDULE

The non-command wage schedule will include the following classification and structure regarding clerical staff:

Steps	Clerical I	Clerical II	Clerical III
1 Year	(Note: the rate for each step shall be in keeping with the wage determination included by the Conciliator.)		
5 Years			
10 Years			
15 Years			

These classifications and the corresponding rates of pay will be applied based upon demonstrated work performance, work knowledge, and relative work responsibilities. The Sheriff shall retain discretion as to decisions regarding these positions. Years shall be computed on the basis of years of service in the classifications, not years of service with the department.

G. SPECIAL DUTY ASSIGNMENT

Litter control officers will be reclassified as a part of the road patrol. Officer #1 will work twelve months in litter control, with his/her primary duty being enforcing litter laws throughout the County as well as monitoring loads of trash and debris being transported into the landfills. The Officer will also coordinate special event cleanups and also attend township trustee meetings and assist the Health Department in identifying problem areas throughout the County. Officer #2 will work in conjunction with Officer #1 from May through October. This Officer will also enforce litter laws and monitor landfills along with Officer #1. Officer #2 will work regular duties as road patrol officer from November through April. Both officers will be under the direction of the Sheriff following the rank structure starting with the on-duty Shift Supervisor, Road Lieutenant, Chief Deputy, then the Sheriff.

III. DETERMINATIONS OF THE CONCILIATOR

It is determined the following changes or inclusions shall be made to the respective Agreements:

1. **Wages** - The current wage schedules for all bargaining unit employees shall be increased by 4% effective January 1, 1997. Said wage schedules shall be increased by 4% effective January 1, 1998, and effective January 1, 1999, the wage schedules shall be increased by 4%.
2. **Command Officer Differential** - Effective January 1, 1997 retain the current Command Officer differentials at the current percentage rate. Effective January 1, 1998, increase the Command Officer differentials, at each level of the rate in effect, by 2%. Effective January 1, 1999, increase the Command Officer differentials, at each level of the rate in effect, by 2%.
3. **Stress Pay** - Retain current language.
4. **Personal/Funeral Leave** - Retain current language.
5. **Work-Related Court Appearance** - Retain current language.
6. **Sick Leave Incentive** - Retain current language.
7. **FMLA** - Do not include the provision in the Agreements.
8. **Binding Arbitration** - Retain current language.

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of 11 pages, inclusive of this page, contain the findings and determination of the Conciliator.

All issues at impasse presented to the Concilator and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.

If there is found conflict in the Report between the Concilator's Discussion and his Determinations, that language in the Determination shall prevail.

All matters of tentative agreement prior to and at the time of the Conciliation Hearing are to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this 27th of March, 1997.


John S. Weisheit, Conciliator

HAND DELIVERED

**STATE EMPLOYMENT
RELATIONS BOARD**

APR 1 8 33 AM '97

C O N C I L I A T I O N A W A R D

In the Matter of Conciliation between

City of Springfield, Ohio

and

Springfield Police Patrolmen's Association

Case No. 96-MED-10-1030

**Arvin N. Donner, Jr.
Conciliator**

March 31, 1997

INTRODUCTION

The City of Springfield and the Springfield Police Patrolmen's Association met with the Conciliator assigned by the State Employment Relations Board in the above captioned case to present their final offers on two unresolved issues:

(1) Shift Assignment and (2) Wages.

The hearing took place at the Springfield City Hall, Springfield, Ohio, on March 4, 1997. In attendance were the following:

For the City of Springfield: Jerome M. Strozdas, Attorney for the City; Jim Bodenmiller, Personnel Director for the City; Roger L. Evans, Chief of Police; David L. Walters, Captain, Springfield Police Department; and Dr. Jeff Ankrom, Professor, Economics Department, Wittenberg University.

For the Springfield Police Patrolmen's Association: Jim Skogstrom, Attorney for the Association; Robert Davidson, Police Officer and Chairman of the Negotiating Committee for the Association; and Joseph Tedeschi, Louis Turner, Mike Beedy, and Rich Fleming, Police Officers for the City and members of the Association.

The two parties had met on several occasions with a mediator from the Federal Mediation and Conciliation Service. Through these meetings, the two parties had been able to settle all but two issues: shift assignment and wages.

Prior to the formal convening of the Conciliation Hearing, there was some informal discussion between the parties and the Conciliator. However, no further mediation took place as such; and the two unresolved issues went to formal conciliation.

ISSUE # 1 -- SHIFT ASSIGNMENT

Final Offers:

For the City: Substitute a revised Section E to Article 8, the Article having to do with Shift Selection (and the provisions dealing with Shift Assignment).

For the Association: Keep all of Article 8 unchanged as it is in the current contract, including Section E on Shift Selection.

Discussion: According to the City, during the period of the last contract, some "personal relationship situations" developed on one shift in particular, which resulted in problems of efficiency, morale, and increased tensions on that shift. Without going into detail, there were officers on this shift who were married to other officers on this shift, and apparently, in some cases one spouse had supervisory responsibility over the other spouse.

When marital problems developed between two officers, they were carried over into the work environment. Also, there were apparently some "social advances" made between officers on the same shift, some "extra marital" in nature. To say the least, the situation became confusing and presented administrative problems to the supervisors in charge of the shift.

The City contends that the wording in the present contract has restricted them in their ability to deal with this situation. Therefore, they desire that the new contract Section E, Article 8 read as follows:

"The City may reasssign or transfer one or more employees to alleviate circumstances that caused or could have caused disciplinary action or to address concerns of overall departmental productivity or efficiency. If the reassignment requires an employee to work more than eight (8) hours in a day or forty (40) hours in a week the employee shall be entitled to premium pay.

Employees reassigned under this section shall receive in writing the reason or reasons for such reassignment from the Chief of Police.

Employees effected by reassignment shall be reassigned for no more than the balance of the current semi-annual shift selection period plus the next shift assignment period. Voluntary reassignments shall be considered prior to involuntary reassignments. Involuntary reassignments shall occur to an individual no more than once each 36 months."

The Conciliator, in direct questioning of Chief Evans, asked the Chief if he believed this new Section would give him the authority to take the action necessary to correct these problems. Chief Evans replied that he believed that it would be a start toward giving him the authority he needed to make the reassignments necessary to start to solve the problem.

The Association contends that the City has all the authority that it needs to take corrective action in this situation. Also, the Association contends that to accept the new wording for this Section, the Conciliator would make a change in past collective bargaining agreements or practices. The Ohio Collective Bargaining Law instructs Factfinders and Conciliators to be aware of and to follow, if at all possible, these past practices in their awards. There was a discussion at the hearing as to what past practices actually existed in prior contracts in this regard.

The Association was also concerned about the impact that a change in reassignment procedures would have on what they call "the

non-offending third party". This "non-offending third party" would be the officer who ends up being transferred or being reassigned because of a situation over which he/she has no control and to which he/she has not been a party.

Finding and Award: The Conciliator finds in favor of the City on this issue and directs that the new Section E, quoted above and proposed by the City, be included in the new contract.

The Conciliator makes this finding in favor of the City because he strongly believes that the Chief of Police must have the authority to run his Department. This authority to run a public safety organization takes precedent over all other considerations. This Conciliator was impressed by Chief Evans, and he does not believe that the Chief will use this authority in a capricious or vindictive way. He believes that Chief Evans will make every effort to consider the needs and feelings of every officer assigned to a shift and that he will do everything possible to lessen the impact that his decision might have on a "non-offending third party".

The Conciliator understands that, in making this decision, he may not be following practices in past collective bargaining agreements. However, the Conciliator believes that in this case the efficient management and control of the Police Department takes precedent.

The Conciliator further rules that this Section should become effective on the date that the other non-economic articles in the new Contract take effect.

ISSUE # 2 -- WAGES

Final Offers:

For the City: 1997 -- 3.5% increase
1998 -- 3.0% increase
1999 -- 3.0% increase

For a total increase of 9.5% for the life of the three year contract. This would average 3.2% per year.

For the Association: 1997 -- 4.25% increase
1998 -- 4.00% increase
1999 -- 4.00% increase

For a total increase of 12.25% for the life of the three year contract. This would average 4.2% per year.

Discussion: The Conciliator would want to make two initial observations.

The first is that the final offer of the two parties are only 1% apart. This is not a large difference. Many final offers in conciliation differ by as much as 3-4%.

The second is that statistics available to the conciliator show that most wage increases in the 1996 calendar year have averaged 3-4%.

The Department of Labor reported that hourly compensation in the non-farm sector rose at a 3.6% annual rate in the 4th quarter of 1996, (Wall Street Journal, March 12, 1997, Page A-2). A Federal Reserve Bank survey just released stated that wage increases overall

showed very few signs of breaking out of the 3-4% range, (Wall Street Journal, March 13, 1997, Page A-2). The Ohio State Employment Relations Board reported that their statistical data showed wage adjustments stabilizing between 3-4% in 1996, (First Quarter 1997 Bulletin, Serb Quarterly, Page 2). This report also stated that over half of the 1996 labor contracts in the public sector in Ohio contained wage increase that fall within this 3-4% range.

Further breaking down their statistics, SERB found that Columbus wage settlements for all contracts in the public sector were 3.34%. (No data was specifically available for Springfield.) By jurisdiction, city contracts averaged 3.37%; and by category, police contracts averaged 3.59%.

The Conciliator's purpose in presenting these statistics is to show that the 1% difference between the final offers of the two parties falls exactly within the 3-4% range found to exist nationally by the Department of Labor and the Federal Reserve Board. This 3-4% range was also found to exist in public contracts in Ohio by the State Employment Relations Board.

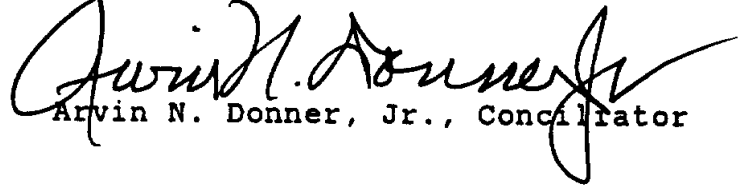
Finding and Award: As far as this Conciliator is concerned, the wage data from the sources discussed above show that the final offers of both parties are within the parameters of the wage increases taking place in 1996.

The final offers of both parties can be justified by these statistics. However, in conciliation, the Conciliator cannot "split the difference".

Therefore, the Conciliator rules in favor of the final offer of the Association. The new Contract would provide for a 4.25% increase in 1997; a 4% increase in 1998; and a 4% increase in 1999.

Chapter 4117.14 (G)(11) of the O.R.C. requires that "increases in compensation and other matters with cost implications . . . may be effective only at the start of the fiscal year next commencing after the date of the final offer settlement award." The fiscal year for the City of Springfield begins on January 1. Therefore, this wage increase, under Law, must be effective January 1, 1998.

Respectfully submitted,



Arvin N. Donner, Jr., Conciliator