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In the Matter of Interest
Arbitration

Between

Fraternal Order of Police-Ohio
Labor Council

and

The City of Huron, OH.

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SERB Case Numbers:

96-MED-10-0911 0912 and
0913

Before: Harry Graham

Appearances: For Fraternal Order of Police-Ohio Labor Council

Hugh Bennett
Staff Representative
Fraternal Order of Police-Ohio Labor Council
3076 Hillside Trail
Stow, OH. 44224-4791

For City of Huron, OH.

John T. Meredith
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4900 Key Tower
127 Public Square
Cleveland, OH. 44114-1304

Introduction: Pursuant to the procedures of the Ohio State
Employment Relations Board a hearing was held in this matter
before Harry Graham. At that hearing the parties were
provided complete opportunity to present testimony and
evidence. The record in this dispute was closed at the
conclusion of oral argument.

Background: There are two bargaining units involved in this
proceeding. They are police officers and dispatchers in the

employ of the City of Huron, OH. The issue in dispute for both groups is wages. Prior to interest arbitration the parties had recourse to Factfinding. The Factfinder and the parties engaged in mediation. The result is reflected in his report which represents in part the agreement of the parties at the table. It was rejected by members of the bargaining unit.

Issue 1, Wages - Police Officers

Position of the Union: The position of the Union and that of the Employer is bound up with the history of the bargaining unit. In Huron there has not been the sort of salary schedule commonly seen in law enforcement operations in Ohio. This has resulted in a situation such that a junior officer will never secure the same wage as a more senior colleague. This has been a substantial source of irritation in the bargaining unit. When the parties struck a bargain at mediation that situation was addressed. Senior officers were to receive a lump sum payment. Junior officers were to be paid increased salaries. The lump sum payments would not have been included in the wage base for purposes of future wage increases and pension computations. When it was time to ratify or reject the proposed agreement it was rejected. Officers felt senior members of the department had been treated harshly.

Due to the different situation of various officers the

normal across-the-board type of wage increase commonly seen is not proposed by the Union in this instance. Rather, it proposes a three percent (3.0%) increase for senior officers. This is accompanied in the Union proposal by various larger increases, ranging to 18.54% for other members of the bargaining unit. In essence, the Union asserts equity demands acceptance of its proposal. Should it be awarded it would go far to address the internal wage inequities that have developed over the years among officers in Huron.

The Union points out that lump-sum payments are rarely seen today. Further, they are not used in determining pension benefits. As a lump-sum payment they are highly taxed. Under the proposal of the Employer they would not be used as part of the wage base to determine future wage increases. These negative aspects of the City proposal should render it unacceptable in the Union's view. The only other alternative available to the Arbitrator is the proposal of the Union. Hence, it must be awarded in its opinion.

The City has never advanced the "inability to pay" argument. It can meet the amount proposed by the Union without difficulty. In addition, given the lump-sum feature of the City proposal, the proposal of the Union is more akin to the wage increases being seen in Ohio according to SERB data. As that is the case, the Union urges an award in its

favor.

Position of the City: As does the Union, the City notes there are anomalies in the existing pay structure for police in Huron. This has resulted in some officers being paid beyond the top rates. Both parties desire to address this problem. When the parties came to negotiate the City proposed to increase all salaries three percent (3.0%). In the course of negotiations, ultimately with the assistance of the Factfinder, a transition to what the City regards as an internally consistent wage system was agreed upon. Acknowledging certain variations, the wage increases to bargaining unit members would be 4.0%, 4.0% and 3.0%. Starting salaries would rise from \$20,000 to \$22,000 (9.0%). Officers at top pay would receive lump-sum payments in 1997, a small increase in 1998 (under 2.0%) and a 3.0% increase in 1999. Notwithstanding the unusual nature of this proposal, it will keep the City competitive with nearby communities with respect to police salaries at the top level. It will address the unusually low entry level salary presently in effect. These factors, standing alone, warrant an award in its favor according to the City.

The merits of its position do not stand alone. They represent the award of the Factfinder. In this situation the City urges deference be paid to that award. Consequently, it

urges its proposal be awarded.

Discussion: There is in existence in this proceeding the award of the Factfinder. In situations such as this great respect is paid to the award of a Factfinder, absent showing of error, a substantial change in circumstances, or a finding that defies logic. None of those situations is present in this case. The normal respect due the award of the Factfinder must be accorded in this situation. The Union did not show the Factfinder had erred or that circumstances had changed.

On the merits, the position of the City has much to commend it. It is in line with increases being seen for police officers in Ohio generally and in the area around Huron. Its adoption will keep the City in line with nearby communities with respect to police pay.

The Union is correct to point out that lump-sum payments are now unusual. They do have consequences not desired by those who may receive such payments. It was not shown by the Union that such payments would render the City not comparable with other communities in the region. To the contrary, there is a certain incompatibility in the goals of the Union in this round of negotiations. It desires change in the salary structure and continuation of the normal percentage increases to all members of the bargaining unit. These twin goals cannot be met. In this situation, due to history, there is a

transition that must occur if the Union objective of a normal sort of salary schedule is to be secured. The lump-sum pay to certain officers is the price to be paid. Given the award of the Factfinder and the fact that the proposal of the City will result in a mainstream wage for Huron officers at the end of the Agreement the position of the City is awarded.

Issue 2, Wages-Dispatchers

Position of the Union: The situation for Dispatchers in Huron is similar to that of the police officers, only worse in the Union's view. There are four dispatchers. Two are of long service. One of them, Dispatcher Chubak, has 15 years of service. She continues to lag behind her colleague, Fielitz, by a substantial amount. Under the proposal of the City that situation will continue. In addition, under the proposal of the Factfinder, the two junior dispatchers will not ever reach parity with their more senior colleagues. This unacceptable in the Union's opinion.

Use of City supplied data concerning comparable jurisdictions, eg. Grandview, Port Clinton and Heath shows Huron to be well below them with respect to dispatcher pay. Similarly, other jurisdictions such as the Erie County Sheriff Department and the Ohio Highway Patrol, Sandusky and Norwalk pay dispatchers substantially more than does Huron. Comparability data favors adoption of its proposal in the

Union's view. Hence, it should be awarded it asserts.

Position of the City: As was the case with police officers, the City stands on the report of the Factfinder. Further, data from SERB as of May 6, 1997 support its proposal in its view. A group of communities near Huron pay an average of \$25,008 to top rate dispatchers. Huron is presently above that for its two most senior dispatchers. It is low at the entry level and for its two junior dispatchers. Accordingly, the Factfinder recommended increases exceeding 17% for them over the life of the Agreement. That was accepted by the City. Given the situation of Huron dispatchers there is no need to do more according to the City.

Discussion: The proposal of the Union calls for double digit increases for dispatchers Chubak, Gorman and Michel. There is indeed inequity between Chubak and her colleague, Fielitz. Similarly, Gorman and Michel are low in comparison to other dispatchers in the area. However, increases of the magnitude proposed by the Union are not being seen anywhere in Ohio. Were the wages paid Fielitz and Chubak well below those paid dispatchers in nearby jurisdictions the Union would be on firmer ground. In fact, their wages compare favorably with other dispatchers in the region. Gorman and Michel have had their situations addressed by the Factfinder and the City. They remain low but cannot expect to catch up as much as is

sought by the Union proposal. Over the life of the Agreement the Factfinder's recommendation contemplates an 18.7% increase for them. This is in excess of 6.0% per year. Admittedly, this is from a low base. However, the Union cannot point to one other agreement with increases equal to or greater than those proposed by the Factfinder and accepted by the City. On page 8 of his report the Factfinder noted that the proposal of the Union for dispatchers had "little support." Comparability data for nearby communities supports the position of the City. It is a fact of police and protective service work that dispatchers earn less than police officers. That cannot be corrected by proceedings of this nature. The Arbitrator is bound by the statutory criteria. Further, the Arbitrator may not alter the final offers presented by the Union or the City. As that is the case, the proposal of the City on this issue must be awarded.

Summary of Award

Issue 1, Wages, Police Officers: The position of the City is awarded.

Issue 2, Wages, Dispatchers: The position of the City is awarded.

Signed and dated this _____ day of May, 1997 at Solon, OH.

Harry Graham
Arbitrator