

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
CONCILIATION PROCEEDINGS

STATE EMPLOYMENT  
RELATIONS BOARD

SEP 10 1999  
OPINION & AWARD

IN THE MATTER OF:

**Olmsted Township**

*(Employer)*

-and-

**Ohio Patrolmen's Benevolent Association**

*(Union)*

SERB Case Nos. 98-MED-10-0907  
Patrol Officers  
98-MED-10-0908  
Sergeants

**AS ISSUED**

Thursday, September 09, 1999

**APPEARANCES:**

*On Behalf of the OPBA:*

Todd D. Cippollo	Staff Attorney
David G. Tkachik	Sergeant
Brigitte R. Brewer	Patrol

*On Behalf of the Olmsted Township:*

Jon M. Dileno	Attorney
Robert A. Venefra	Trustee

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**GREGORY JAMES VAN PELT**

## **SUBMISSION**

The present dispute was submitted under the State Employment Relations Board's authority pursuant to Ohio Revised Code 4117. Following less than successful negotiations between the Parties, evidence was heard by Factfinder Charles Z. Adamson on April 8, 1999; the Findings and Recommendations of the Factfinder were issued on April 28, 1999. Those Recommendations were accepted by Olmsted Township, but were rejected by the OPBA. In accordance with the provisions of Section 4117.14(D)(1) of the ORC, the undersigned was selected as Conciliator in the matter, effective on May 20, 1999.

An evidentiary hearing was scheduled on July 21, 1999 at the Employer's facility in Olmsted Township, Ohio. In accordance with ORC 4117.14(G)(3) statements of the Parties' final offer positions were submitted to the Conciliator prior to the hearing. Also prior to the evidentiary session an attempt was made to mediate the unresolved issues. This attempt failed to result in agreement, and it was determined to present the matter to the Conciliator for resolution. Accordingly, the Parties were afforded an opportunity to present evidence, testimony and argument in support of their respective positions, and the record was declared closed as of that date.

## **ISSUES AT IMPASSE**

The Parties identified three issues as remaining unresolved:

- 1. Article 24 – Training**
- 2. Article 32 - Wages**
- 3. New Contract Provision - Longevity**

## **STATUTORY CONSIDERATIONS**

In deciding the issues presented, the Conciliator considered and was guided by those factors delineated in ORC 4117.14(G)(7). Specifically:

- 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 the 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.

## **BACKGROUND**

Olmsted Township is situated in the Southwestern corner of Cuyahoga County, adjacent to the City of Brook Park and the Lorain County community of North Ridgeville. The Township is home to somewhat fewer than 10,000 residents. As a township, the community lacks authority to fund its operations through income taxes, and relies on General and special Levy revenues generated through property taxes.

The Township provides a full range of safety services, including fire and emergency medical, police patrol, investigative and canine functions. The bargaining units involved in the present negotiations represent Olmsted Township's nine patrol officers and the community's sole sergeant. These Parties have enjoyed an ongoing collective bargaining relationship that has obtained through predecessor agreements since the mid-1990's.

## **AWARDS**

### **Article 24 – Training**

#### **OPBA's Proposal:**

The Union proposes an increase and re-allocation of the present training allowance of \$2,000 per bargaining unit. The total amount dedicated to training patrol officers and sergeants within the Police Department has not changed through two collective bargaining agreements spanning a total of six years, says the OPBA. And rather than apportion training funds on a per-unit basis, as is presently the procedure, the Union proposes language as Section 24.1 that would set aside \$600.00 per bargaining unit member per year for professional development. This allocation of training resources would result in a more equitable training procedure according to the OPBA.

#### **Olmsted Township's Position:**

The Employer accepts the reasoning and recommendation of Factfinder Adamson that \$1,000.00 of the present \$2,000 Sergeant's training allocation be transferred to the Patrol Officer's bargaining unit in the present contract.

#### **Discussion and Award:**

While there is little question that procedural, technological and legal developments in criminology make continuing professional education necessary for members of both bargaining units here, no evidence was presented by the Union to indicate that current training allocations are inadequate. Nor was there indication that \$600.00 per bargaining unit member would result in more effective training for Olmsted Township Officers or Sergeants. Indeed, it is reasonable to believe that such mandatory allocation might easily result in inefficient and even wasteful utilization of the Employer's training budget.

In contrast, the re-allocation of half of the \$2,000 presently directed toward the training of Sergeants, as recommended by Factfinder Adamson, is a reasonable effort at a more efficient application of the Township's limited resources. The disparity between the cost related to the training of nine Patrol Officers and that of providing continuing professional education to the Employer's one Sergeant obviates for re-allocation of the funds. Accordingly, Olmsted Township's position, and that of the Factfinder, is affirmed.

## ARTICLE 32 - WAGES

### **OPBA's Proposal:**

The Union proposes wage increases for both bargaining units of 4% in 1999; 4.5% in 2000; and an additional 4.5% in 2001. These increases would move Patrol Officers from the current top rate of \$35,786.00 after two years of service, to a maximum of \$37,217.00 in the first year of the successor agreement.

In support of its proposal, the OPBA presents comparable salary data placing Olmsted Township \$7,730.00 below the average patrol officer's starting salary for Southwest Cuyahoga County jurisdictions and the adjacent community of North Ridgeville, in Lorain County. The data further indicates that salaries paid bargaining unit members after two years of service, the highest step on Olmsted Township's salary schedule, are \$4,061.00 less than the average paid officers in surrounding communities. This disparity climbs to over \$9,000.00 after 25 years of service, leaving Township Patrol Officers with only 79.46% of the income received by their colleagues in other Southwest Cuyahoga County jurisdictions. The Union also submits data placing the top wages paid bargaining unit members in the Township somewhat below the average paid colleagues in township jurisdictions throughout counties contiguous to Cuyahoga.

Accordingly, the OPBA asks the Conciliator to award bargaining unit members the wage increases it recommends, a decision the Union maintains is necessary in order to bring Township Police Officers to parity with their counterparts in neighboring communities.

### **Olmsted Township's Position:**

The Employer proposed to the Factfinder wage increases of 2.5% in each of the first two years of the agreement and a 3% increase in the contract's final year. However, the Township now embraces Factfinder Adamson's recommendation of 3% increases in each year of the contract, and urges the Conciliator to accept that recommendation.

While the Township concedes that wages paid its Police Officers are somewhat less than their counterparts in surrounding communities, it points out that all those jurisdictions are organized as cities, to which revenue generation through income taxes is available. As a township, the Employer argues that it does not have authority to tax incomes, and must rely on real property taxes for its operations. The result, says the Employer, is a huge disparity in available resources

between Olmsted Township and its neighbors. As an example, the Employer cites the contiguous city of Brook Park, which enjoyed over \$62.5 million in 1998 revenues. By comparison, says the Township, its own 1999 revenues are projected to amount to only \$2.8 million.

Rather than compare wages paid the present bargaining units with those afforded police officers in surrounding communities having much greater resources, the Township urges comparison with similar jurisdictions. Analysis of SERB Benchmark data for Ohio townships reveals Olmsted Township to be 18th of 40 communities in highest wages paid police officers in 1998, according to the Employer.

While an \$800,000.00 inheritance tax and a rebate from the Bureau of Worker's Compensation allowed the Township to end 1998 with a \$642,179.00 carryover, the Township maintains it is faced with a decrease in revenues for 1999. In 1998, the Employer generated total revenues of \$2,940,925.00, according to documents provided by the County Auditor's Office. Revenue for 1999 is expected to be \$2,773,702.00, says the Township, a decrease of almost \$170,000.00.

In addition to limited revenues, the Township contends it is faced with major expenditures for equipment, road maintenance and a \$200,000.00 cost for reconstruction of a culvert.

Therefore, the Employer asks that the Conciliator consider its financial condition and accordingly concur with Factfinder Adamson's recommendation of wage increases of 3% in each of the agreement's three years.

**Discussion and Award:**

There is little question that limitations on the Employer's taxing authority make support of its safety services a matter of serious concern for the Township. The 1989 passage of a special police levy, and passage of a similar levy to fund the community's fire department in 1994 evidence recognition of this difficulty. Despite these levies, evidence indicates the Township has been forced to supplement levy revenues from its general fund.

While it is regrettable that wages paid police officers in Olmsted Township are below rates enjoyed by their colleagues in neighboring communities, it is also more reasonable to compare bargaining unit members' salaries to those paid officers in similar jurisdictions. In this regard, SERB data indicates that Olmsted Township ranks in the middle of other Ohio townships, which presumably face similar fiscal situations.

Clearly, Factfinder Adamson appropriately considered these factors, as well as the imperatives of ORC 4117.14(G)(7) in fashioning his recommendation. The Township's acceptance of that position is entirely reasonable, and must be sustained here. Accordingly, the bargaining unit will receive wage increases of 3% (three percent) per year, effective and retroactive to January 1, 1999 and effective on January 1, 2000 and January 1, 2001.

### **NEW CONTRACT PROVISION - LONGEVITY**

#### **OPBA's Proposal:**

The Union asks the Conciliator to award bargaining unit members an annual 1/2% longevity wage increase after three years of service with the Employer. Olmsted Township firefighters currently enjoy an annual 1% longevity wage increase after three years of service, the Union asserts. During negotiations the OPBA proposed that similar language be included in its own agreement in order to achieve internal parity among the Township's safety forces. That proposal was reiterated in the Union's proposal to the Factfinder and in its position statement at the outset of the present proceedings.

In the course of mediated settlement discussions, the OPBA reduced the amount of its proposal to 1/2% of annual longevity benefit after three years' service. This reduction, it says, would appropriately reward bargaining unit members for their dedication to the Township, and constitute an important first step in bringing police officers to parity with their colleagues in the Township's Fire Department.

#### **Olmsted Township's Position:**

The Employer acknowledges that recognition of its safety officers' longevity is a benefit it wishes to provide. However, it maintains that a percentage basis for longevity pay as proposed by the Union would be burdensome and unmanageable under the Township's present financial situation. Accordingly, the Employer accepts the four-part longevity schedule recommended by the Factfinder.

#### **Discussion and Award:**

Longevity pay is one of the tools by which a community attracts and maintains qualified, experienced personnel. Particularly in jurisdictions such as Olmsted Township, whose revenues and consequent ability to compete with

neighbors for qualified police officers are limited, recognition of veteran personnel through the payment of longevity benefits is critical.

However, the amount of this obligation must be determinable and manageable for the jurisdiction. Longevity benefits calculated as a percentage of base pay pose potential budget difficulties for the Township in the future. Moreover, a percentage longevity system essentially constitutes an increase in base pay for veteran officers. It is not impossible to imagine that this situation might actually work against the retention of veteran, but considerably more expensive senior officers, even at the 1/2% rate proposed by the OPBA.

For these reasons, it must be determined that the longevity benefit schedule recommended by the Factfinder and accepted by Olmsted Township is a reasonable acknowledgement of bargaining unit members' commitment to the Employer, and is accordingly awarded. That is:

After 5 years' service -	\$350.
After 10 years' service -	\$500.
After 15 years' service -	\$650.
After 20 years' service -	\$850.

To be payed once per year, on a date specified by the Employer



## **Award**

### **Article 24 – Training**

Employer's Position - Factfinder's Recommendation

### **Article 32 - Wages**

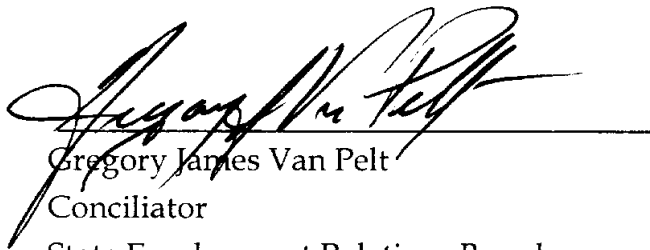
Employer's Position - Factfinder's Recommendation

### **New Contract Provision - Longevity**

Employer's Position - Factfinder's Recommendation

Respectfully submitted, this 9th day of September, 1999

At Lyndhurst, Cuyahoga County, Ohio



Gregory James Van Pelt  
Conciliator  
State Employment Relations Board