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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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* Case No:
* 98-MED-10-0938
* & 98-MED-10-0939
* Patrolmen Unit;
* Sgts./Lts. Unit
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In the Matter of the Conciliation

Between

THE CITY OF WOOSTER, OHIO

-and-

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

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CONCILIATION AWARD
DENNIS E. MINNI, ESQUIRE

Dennis E. Minni, Esquire
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HEARING BACKGROUND

This matter was heard on March 16, 1999 pursuant to administrative appointment. There have been three bargaining sessions held at the City's municipal complex prior to engaging in fact finding. The immediate bargaining history of the parties is that this will be their third collective bargaining agreement.

The Report And Recommendation of Fact finder Louis M. Thompson, Jr. covered both units and is acceptable to the parties with the exception of a general wage increase ("GWI") which thus became the focus of this proceeding.

The Public Employer, a municipality, employs its sworn police officers in two bargaining units ("Patrol Officers" and "Sergeants and Lieutenants"). Herein the Public Employer shall be referred to as the "City", "Wooster" or "Management" in this Award. The Employee Organization, referred to as the "Union" or the "OPBA", is formally known as the Ohio Patrolmen's Benevolent Association.

The parties requested that no mediation be attempted since that process had not brought resolution to the wage issue in the fact finding stage of this process. A transcript was not made of the hearing but the advocates filed pre-hearing position statements.

A request was also made that this Award be issued on or before March 22, 1999 due to other impending collective bargaining matters. In order to accommodate that need, this Award does not reiterate the parties' positions or supportive data in as full-blown a fashion as might otherwise be presented.

The OPBA committee was comprised of OPBA labor counsel Joe Hegedus, Esquire, and officers John Quicci and Dan Austen representing each bargaining unit.

The City was represented by Richard R. Benson, Jr., Law Director, with Kathleen Gallo, Personnel Manager, Police Chief Steve Thornton and Capt. Don Edwards in attendance throughout the hearing.

It is obvious that this conciliation proceeding represents a failure of the fact finding stage's effort to secure both sides' acceptance of the contract terms as recommended by the fact finder.

The sole issue separating these parties is whether or not the pay structure recommendation, enhanced to 4% per year for three (3) years duration in conciliation, warrants being imposed instead of the Union's demand for 5% in each of those three (3) years.

MEDIATION

As previously discussed, the parties were not desirous of mediation on the sole issue presented.

The advocates extended their cooperation and skills to me and were equally responsive in presenting their view of the issue.

RESOLUTION CRITERIA

The following recommendations take into consideration the factors enumerated in Section 4117.14 (C) (4) (e) of the Ohio Revised Code. These are:

1. Past collectively bargained agreements, if any, between the parties;

2. Comparison of the unresolved issues relative to the employees in the bargaining units with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and welfare of the public, the ability of the public employer to administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4. The lawful authority of the public employer;

5. Any stipulations of the parties;

6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues mutually submitted to agreed upon dispute settlement procedures in the public service or in private employment.

ITEM FOR RESOLUTION

The resulting unresolved issue left to the undersigned as Conciliator is:

1. Article XII-Compensation (both contracts):

Although the parties have contract ready language setting forth the three (3) pay class rates ("A, B & C") in hourly terms, this decision address the pay raise issue as a percentage, since it was argued that way.

POSITION OF THE UNION

The OPBA desires the full Report And Recommendation issued by Mr. Thompson, Jr. Therefore the Union seeks a five per cent (5%) across the board on both contracts for each of the three years of duration.

While recognizing that state-wide average wage increments register 3.56% at this time, the OPBA noted that 5% would not catapult Wooster's officers above the comparable communities of Stow, Barberton or its smaller Wayne county sister city, Orrville.

When the suggested basis for review, to wit: error by the fact finder, is utilized, no compelling argument for deviating from the report And Recommendation is obtained. Plus, Wooster has not demonstrated an inability to pay, making the Fact Finder's total analysis cogent.

POSITION OF THE CITY

In its response to the above, Management states that the area labor market data (See City EX-1) strongly suggests that its offer of 4% per the three (3) years is both generous and appropriate.

The City's thrust herein is to demonstrate that the area standards and the cautious fiscal approach City Council prefers make more sense. The Fact Finder failed to keep such a baseline in mind and this represents a sound approach as the City adjusts to the abatement granted its largest employer, the Rubbermaid Company.¹

ANALYSIS AND AWARD

The City and the Union have both presented their statements and arguments supporting their respective, but differing, views on wages.

My immediate objective is to review the record for evidence that the Fact Finder either made errors or omitted critical data in reaching his recommendations. On balance, I find no substantive basis for countering what Mr. Thompson evaluated and concluded in

¹. Newell corp. recently acquired Rubbermaid, which fact, with the former company's reputation for spinning off take-overs, caused civic consternation for the community's economic future. Thus, an abatement of taxes, not yet fait d'accompli before the Fact Finder, is a reality and Newell has pledged 51 Million dollars to upgrade existing facilities in Wooster.

reaching his issued Report And Recommendation. His economic package is within limits commonly being exercised today. The Fact Finder's rationale on both economics and language is understandable and cogent.

I must necessarily proceed to analyze the other factors raised for consideration by the City. In line with this is the Union's point that an inability to pay argument has not been mounted, nor is the same warranted. Especially in league with the foregoing is the now known abatement/reinvestment status of Rubbermaid.

I cannot fault City Council for its conservative approach but like the Fact Finder, I am persuaded that the need to "catch up" is compelling and not a whim sought to distance these units from comparable law enforcement entities. It also settles these contracts over a three year time span which, as the Fact Finder observed in recommending the cbas' duration, allows for the full implementation on the community of the expected economic changes. This helps to buy certainty over this time span in terms of costs and the expense of returning to negotiations a year sooner.

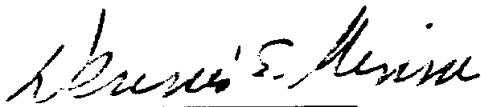
The required burden of proof to show inherent error has not been met and since the OPBA position accepts the total measure of the recommendation I hereby grant it.

Further, my conclusion is supported by the Union argument that Mr. Thompson, Jr. did not enhance other fringe benefit areas, choosing instead to focus his recommendation on a GWI. I concur and accept that point as being in line with the necessity for the higher raise.

AWARD

The GWI for both contracts shall be in the amount of 5% in each of the three years retroactive as agreed by the parties to January 1, 1999.²

Respectfully submitted this 21th day of March, 1999.



Dennis E. Minni
Conciliator

². As per UX-2, executed on November 17, 1998 by both sides.