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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of)	
Conciliation Between:)	
)	
OHIO PATROLMEN'S)	
BENEVOLENT ASSOCIATION)	Case Nos. 98-MED-10-0992
)	98-MED-10-0993
-and-)	
)	STANLEY B. WIENER
CITY OF AURORA)	Conciliator
)	
)	

FINAL OFFER SETTLEMENT AWARD

APPEARANCES

Representing the Union
S. RANDALL WELTMAN, Esq.

Representing the City of Aurora
DAVID M. BENJAMIN, Esq.

I. BACKGROUND

This matter was heard on September 17, 1999 at the Aurora City Hall, 130 So. Chillicothe Road, Aurora, Ohio before STANLEY B. WIENER appointed Conciliator by the State Employment Relations Board on July 8, 1999.

The hearing was conducted between the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, ("Union") and the City of Aurora, ("City").

Representing and appearing for the Union was S. RANDELL WELTMAN, Esq. Appearing for the Union were TIMOTHY ROSE and DICK PIGGOTT, for the sergeants; STEPHEN D. CIESLAK and L. SCOTT MARGROFF for the patrolmen; and RICHARD J. HAVERLACK for the dispatchers.

Representing and appearing for the City was DAVID M. BENJAMIN, Esq., Law Director. Also appearing on behalf of the City were MARGARET L. DUNCAN, Mayor, GERALD DIETRICH, Chief of Police, and Dr. THOMAS A. PASCARELLA, Economist and Financial Consultant.

Aurora has a population of about 10,000. The full-time membership of the Union consists of approximately five (5) sergeants, fourteen (14) patrolmen and five (5) dispatchers. The last contract was for three (3) years ending December 31, 1998.

II. PAST NEGOTIATIONS

The negotiations have been quite extensive, having commenced in October, 1998. Issues at impasse were submitted to WILLIAM J. MILLER, Fact-Finder on April 14, 1999. His Findings and Recommendations were issued on June 8, 1999. The Union rejected Mr. Miller's report.

Before the Fact Finder were the following issues:

- Wages
- Insurance Co-Payment
- Compensatory Time Off

For conciliation both sides timely submitted Pre-Hearing Statements. The issues to be tried were wages, insurance co-payment, compensatory time off, retroactivity and uniform allowance.

The Conciliator for each issue has taken into consideration the factors set forth in Ohio Revised Code Sec. 4117.14 (G) (7) (a) - (f).

III. RETROACTIVITY

Before ruling on wages and uniform allowance I must address the issue of retroactivity as raised by the City.

The City acknowledges that during the negotiations with the Union, it agreed in writing to waive the limitation on the Conciliator's ability to order a wage increase in the year of appointment.

The City claims that the initial wage offer was fair and was recommended by the Fact-Finder. As a result much time and money invested by the City has not been warranted and asks that any wage increase not be retroactive to January 1, 1999, but should take effect when the Conciliator makes his "Last Offer" order.

DISCUSSION

I must assume that both sides from late 1998 to date have negotiated in good faith, and a vital part of the negotiations was the agreement to allow the Conciliator to grant economic benefits beginning with the year of appointment. This Conciliator is in no position to blame either party for delay or expense.

AWARD

All economic benefits granted hereunder shall be effective as of January 1, 1999.

IV. UNIFORM ALLOWANCE

After extensive mediation and in the midst of the conciliation hearing the Union orally accepted the City's proposal granting a \$100.00 increase in the annual uniform allowance for all bargaining unit members.

AWARD

The Conciliator hereby incorporates the agreement entered into by the parties, and rules that commencing January 1, 1999, the annual uniform allowance for sergeants, patrolmen and dispatchers will be increased by \$100.00.

V. HOSPITAL INSURANCE CO-PAYMENTS

The City's last offer; THAT THE BARGAINING UNIT MEMBERS' PREMIUM CO-PAYMENT OBLIGATION BE INCREASED FROM FIVE DOLLARS (\$5.00) TO TEN DOLLARS (\$10.00) PER PAY PERIOD, AND THAT THE REQUIREMENT THAT NO PREMIUM CO-PAYMENT REQUIREMENT BE IMPOSED UPON THESE BARGAINING UNIT MEMBERS WHICH HAS NOT BEEN IMPOSED UPON ALL OTHER CITY EMPLOYEES, BE ELIMINATED."

The Union proposes that the present provision of the contract be unchanged. This provision is as follows; "THERE SHALL BE A CO-PAYMENT MADE BY EACH BARGAINING UNIT MEMBER OF FIVE DOLLARS (\$5.00) PER PAY PERIOD. HOWEVER, NO OBLIGATION UNDER THIS PARAGRAPH SHALL ACCRUE UNTIL ALL OTHER CITY EMPLOYEES COVERED BY A CITY HEALTH INSURANCE PROGRAM ARE SUBJECTED TO AN EQUAL OR GREATER CO-PAYMENT OBLIGATION."

CITY'S POSITION: The City maintains an excellent medical program which includes vision and dental care. The cost of all health plans continue to rise. Unit members by shouldering some of the cost would become interested in cost savings. The City wage offer makes such co-payment easy.

UNION POSITION: The City for years had the ability and opportunity to institute the co-payment under the present contract, but neglected to do so. The Fire Fighter's three year contract which expires December 31, 2001, contains the identical provision as set forth in the Union contract. The City presents no basis requiring the Union to pay Ten Dollars (\$10.00) per pay period immediately when no other employees are required to do so.

DISCUSSION

The Conciliator appreciates the challenge faced by all employees to provide adequate health protection at a reasonable cost. There is no dispute that the City plan is excellent.

The Fact-Finder compromised. His recommendation was to increase the co-payment from Five Dollars (\$5.00) to Ten Dollars (\$10.00) for each pay period, but that there be no obligation to pay unless and until all other City employees covered by a City health insurance program are subjected to an equal or greater co-payment.

Unfortunately the Conciliator does not have the luxury of compromising.

I find the Union's argument persuasive. The City could have initiated the Five Dollar (\$5.00) per pay co-payment from both the Union and Fire Fighters by requiring all its employees to contribute, but it failed to do so.

It would be unusual to have one group of employees co-paying when other employees covered by the identical health plan do not. Further, the Fire Fighters for the third year term of their contract would not be obligated to pay more than Five Dollars (\$5.00) per pay period while the police and dispatchers would be paying Ten Dollars (\$10.00).

AWARD

The present provision of the contract regarding co-payment shall remain unchanged.

VI. WAGES

The Union pre-hearing statement contained its final offer as follows:

Effective January 1, 1999 increase all existing wages by 80 cents per hour and then increase that wage by four per cent (4%).

Effective January 1, 2000 increase all existing wages by four per cent (4%).

Effective January 1, 2001 increase all existing wages by four per cent (4%).

After extensive mediation the Union submitted a revised final offer upon permission of the Conciliator pursuant to O.A.C. Rule 4117-9-06E4. The Union proposed the following:

Sergeants - Effective January 1, 1999 increase the existing wages by 74 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%).

Patrolmen - Effective January 1, 1999 increase the existing wages by 68 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%).

Dispatchers - Effective January 1, 1999 increase the existing wages by 52 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%).

The City's last offer: Each bargaining unit member receive wage increases of four per cent (4%) during each year of the collective bargaining agreements.

UNION POSITION: The Union used Hudson, Solon, Bainbridge, Twinsburg, Kent, Streetsboro and Ravenna as its comparable cities. As to sergeants, five (5) of these cities had substantially higher wages, one (1) city was substantially lower and one (1) was about even. The top wage was \$48,534.00 (Solon) and the lowest wage was \$39,956.00 (Ravenna). The current wage for Aurora is \$43,846.00.

For patrolmen with ten (10) years seniority, there are also five (5) cities with higher annual rates, and two (2) cities with lower rates. The top annual rate for patrolmen in this category in Aurora is \$39,998.00. The top rate in Solon is \$44,267.00.

For dispatchers with ten (10) years seniority there are two (2) cities with higher wages, two (2) are approximately even and three (3) have lower wages. When taking fringes into consideration, three (3) are higher and four (4) are lower.

The current Aurora top rate for dispatchers is \$30,888.00. The top rate in Hudson is \$32,930.00.

The wages requested will keep the Unit in status quo over the next three (3) years. The request is also comparable to the wage increases obtained recently by the fire-fighters.

The wage differential between the sergeants and patrolmen in the City is 10 per cent as compared to the 11.8 per cent average for the comparable cities.

The work load in Aurora is substantially higher than most of the comparable cities, while the work force has remained the same. Aurora is a fast-growing city. The population of the City increases many times during the months of May through October by visitors and transients visiting Geauga Lake and Sea World. This increase in population causes an increase in crime.

CITY POSITION: The Fact-Finder, William Miller, Jr. based on all the exhibits and information presented at the hearing found that the City proposal was equitable. The offer substantially exceeds the increase in the cost of living and equals or exceeds wage increases negotiated by the City's other bargaining units.

Solon and Twinsburg are not comparable cities. Both have income taxes of two per cent (2%) while Aurora has one per cent (1%). Both have real estate values far in excess of Aurora. The City's tax base is approximately seventy-one per cent (71%) residential-agriculture as compared to the average of Ravenna, Kent, Streetsboro and Twinsburg at approximately fifty per cent (50%).

In 1996 the total revenue for Solon was \$62,000,000.00 while for Aurora the total revenue was \$15,462,000.00. For Dr. Pascarella's study of October 1998, the comparable cities were Kent, Ravenna and Streetsboro. Based on these cities, sergeants, patrolmen and dispatchers have a top salary in Aurora that is higher than Streetsboro and Ravenna, but lower than Kent.

DISCUSSION

The positions of both parties were supported by their exhibits. There was a dispute as to what cities were comparable. The City protested including Solon and Twinsburg. As to the City's comparables, Ravenna seemed to be too low in wages to be considered comparable.

Eliminating Solon and Ravenna as comparables, I find that from both lists four (4) cities have higher wages for patrolmen and sergeants and one (1) city has a lower wage for both categories. As to dispatchers, two (2) cities have higher wages, one (1) city is about even and two (2) cities have lower wages.

I find persuasive the Union contention that during a substantial part of the year the work load increases dramatically due to Geauga Lake and Sea World.

The Ohio Administration Code, Section 4117-9-06(H)(2) provides that in making comparisons, consideration should be given to factors peculiar to the area and classification involved. I considered the heavy work load during the summer months as a factor peculiar to Aurora.

I further find that most of the comparable cities have fringe benefits higher than those of the Union.

I recognize the City's arguments regarding the one per cent (1%) income tax and the make up of its tax law. Note is taken, however, that the City has not raised as an issue any difficulty or inability of meeting the Union request.

AWARD

The Conciliator finds that the Union's Revised Final Offer is the last best offer with respect to wages:

Sergeants - Effective January 1, 1999 increase the existing wages by 74 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%).

Patrolmen - Effective January 1, 1999 increase the existing wages by 68 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%).

Dispatchers - Effective January 1, 1999 increase the existing wages by 52 cents per hour and then increase the new wage by an additional three per cent (3%).

Effective January 1, 2000 increase wages by an additional three percent (3%).

Effective January 1, 2001 increase wages by an additional three percent (3%)".

VII. COMPENSATORY TIME OFF

CITY LAST OFFER: "Eliminate all compensatory time-off opportunities from each of the parties' collective bargaining agreements, meaning that all overtime work will be compensated with overtime wages as it is worked".

UNION LAST OFFER: The Union proposes that the present provisions regarding compensatory time-off remain unchanged.

CITY POSITION: Whenever a Union member takes accumulated compensatory time-off, it necessitates the payment of time-and one-half to the replacement, since all members work full-time.

UNION POSITION: Accept the Fact-Finder's Recommendations. The City can control the necessity and amount of compensatory time. Compensatory time has been a negotiated benefit for many years. There is no evidence that the City has been adversely affected by this benefit.

DISCUSSION

The Conciliator agrees with the Fact-Finder that the City is able to control the amount of compensatory time-off.

AWARD

That the present provisions of the contracts regarding compensatory time-off shall remain unchanged.

Award signed, dated and issued at Cleveland, Ohio this 15th day of October, 1999.


STANLEY B. WIENER, Conciliator

CERTIFICATE OF SERVICE

Copies of the foregoing Final Offer Settlement Award were served upon S. RANDALL WELTMAN, Esq., Ninth Floor, The Halle Building, 1228 Euclid Avenue, Cleveland, Ohio 44115; DAVID M. BENJAMIN, Esq., 173 So. Chillicothe Road, P.O. Box 511, Aurora, Ohio 44202; and G. THOMAS WORLEY, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43265-4213, each by regular U.S. Mail, postage prepaid this 18th day of October, 1999.


STANLEY B. WIENER, Conciliator