

OHIO SERB FACT-FINDING REPORT AND RECOMMENDATION

**BATH TOWNSHIP, SUMMIT COUNTY BOARD
OF TRUSTEES
(COUNTY)**

- and -

**FRATERNAL ORDER OF POLICE, OHIO LABOR
COUNCIL
(UNION)**

**SERB Case No's: 2021-MED-09-
1202 and 1203**

February 16, 2022

Proceedings before fact-finder Jared D. Simmer. By letter dated December 17, 2021, and pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, I was officially appointed to hear both of these cases by the State Employee Relations Board of Ohio (SERB).

Before proceeding further, I would like to take a moment to congratulate the parties' representatives, Mr. Changet and Ms. Bell, for the manner in which they so ably and professionally represented the interests of their respective constituencies.

I. Appearances

For Bath Township

Robin Bell, Esq., Regional Manager – Clemans Nelson, Stephen Brown, Captain, Bath Township Police Department, Vito Sinopoli, Administrator, Gregory Thewes, Fiscal Officer, and Sharon Troike, former Fiscal Officer.

For the Union

Eric Changet, FOP Staff Rep, Scott Burton, Sergeant, Benjamin Falconer, Police Officer, and Mary Schultz, expert witness.

II. Exhibits

Union Ex. 1 – Union's prehearing position statement

Union Ex. 2 – Comparables

Union Ex. 3 – Financials

Union Ex. 4 – Current collective bargaining agreements (Patrol Officers & Sgt./Lt.)

Union Ex. 5 – Union proposals/extension letter

Union Ex. 6 – Misc. supporting documents

Union Ex. 7 – SERB paperwork

- Township's prehearing position statement
- Union prehearing statement
- Current collective bargaining agreement
- Employer rationale statement

Township Ex. 1 – Profile of Bath Township Demographics

Township Ex. 2 – Comparables (population, tax revenues, size of bargaining unit, median family income, per capita income, median home value)

Township Ex. 3 – Comparables (Patrol)

Township Ex. 4 – Comparables (Sergeants)

Township Ex. 5 – Comparables (Lieutenants)

Township Ex. 6 – Firefighter's contract

Township Ex. 7 – Bath Township historical comparison (Fire v. Police)

Township Ex. 8 – Members earning shift differential

Township Ex. 9 – Township Police Department arrest, citation, crash activity

Township Ex. 10 – Citation comparison; Bath, Copley, Fairlawn

Township Ex. 11 – 2021 total compensation; Bath & Copley

Township Ex. 12 – Article: "Understanding Township Funding"

Township Ex. 13 – Summit County Budget Commission Certification of Tax Levy

Township Ex. 14 – Township Statement of Cash Position

III. Background

This proceeding involves wage reopener negotiations between the Fraternal Order of Police, Ohio Labor Council (hereinafter "Union"), and the Bath Township Board of Trustees (hereinafter "Bath Township" or "Township"). Two contracts are involved – Patrol Officers and Sergeants/Lieutenants. The Patrol Officers' unit represents fifteen Patrol Officers (2021-MED-09-1202), and the other unit three Sergeants and one Detective Lieutenant (2021-MED-09-1203).

Bath Township is located in northeast Ohio on the western edge of Summit County, approximately twenty miles south of Cleveland, Ohio and contiguous to the city of Akron. Comprising an area of approximately twenty-three square miles, the Township is a mix of both suburban and rural, and as of the 2020 U.S. Census, had approximately 10,000 residents.

Both 3-year agreements were settled in December 2020, and cover calendar years 2020-2023. In the first year, both bargaining units received a wage increase of \$0.60 per hour, along with a onetime, lump-sum bonus of \$1,200. Wages for the second and third year of the contracts, however, were to be determined via a wage reopener which was the genesis of this hearing.

The parties met on two separate occasions, 10-19-21 and 11-23-21, to negotiate the wage reopener. At the first meeting, the Union proposed a 7% general wage increase for 2022, and 4% for 2023. At a second meeting, the Township countered at 2.25%-2%, the same general wage increase its other two bargaining units, i.e., the IAFF and the Teamsters, had already agreed to. In addition, the Township also offered to delete the first step of the Patrol Officers' salary schedule which would amount to an immediate wage increase for three officers, and in the process shortening from 72 to 60 months the length of time it takes to reach the top step.

In response, the Union countered with 5%-3.5% which led to the Township reiterating its previous offer of a pattern increase of 2.25%-2% and elimination of the first step of the Patrol Officers' salary schedule. When the Union verbally countered with 3%-3%, the Township demurred, leading to the current impasse.

On December 17, 2021, the parties notified SERB of my mutual selection to serve as fact-finder and hold a hearing. An in-person fact-finding hearing was held on January 21, 2022 in the Bath Township Administrative Building. In advance of the hearing, I received pre-hearing statements from both parties in accordance with Ohio Revised Code Section 4117.14 and Ohio Administrative Rule 4117-9-05 (F). During the course of the hearing, both parties were provided full opportunity to make their respective cases via witness testimony and written exhibits. After closing arguments, the hearing was closed at which time the parties granted an extension of time to receive the fact-finding Report.

IV. Fact-finding Criteria

In issuing this Report, I took the following factors into account, pursuant to (C)(4)(e) of Section 4117.14 of the Ohio Revised Code, to wit:

- Past collectively bargained contracts, if any, between the parties.
- Comparison of the unresolved issues relative to employees in the bargaining unit with those issues related to other public and private employees during comparable work, giving consideration to factors peculiar to the area and classification involved.
- The interests and welfare of the public, the ability of the public County to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
- The lawful authority of the public County.
- Any stipulations of the parties.
- Such other factors not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment. [OAC Rule 4117-9-05(K)].

V. Discussion

Summary of the Union's Proposal

In support of its proposed 4% wage increase for 2022, and 3.5% for 2023 for both bargaining units set forth in its prehearing statement, the Union responded as follows:

1. It rejected the Township's attempts to compare members of these two bargaining units with the firefighter (IAFF) and road worker locals (Teamsters) because law enforcement is a much more dangerous profession.
2. In light of rising prices (inflation), accepting the Township's final offer would set the Union back.
3. Copley Township and Fairlawn City, both of which have an Automatic Response Contract arrangement with Bath, are the appropriate comparables in this case because all three respond to each other's calls.
4. The Township recently raised the entry-level pay of its Dispatchers by approximately 15.54%, and increased the top of scale pay by 12%.
5. The Township is financially stable and could afford the Union's wage offers of a 4% increase in 2022, and another 3.5% in 2023.
6. The Union requests that where no changes have been proposed by either party that existing contract language prevail.

Summary of the Township's Proposal

In support of its proposed 2.25% wage increase for 2022, and 2.0% for 2023 for both bargaining units, per its prehearing statement, Bath Township asserted as follows:

1. Bath Township has only those powers conferred by the Ohio State Constitution and State statutes. Therefore, as a township, it lacks tax-raising authority and can only raise funding by raising property taxes. Therefore, it's constrained in its ability to fund the increases the Union has proposed. And, because the Township funds the Police Department through property taxes resulting from three Police Protection Levies, any additional increases to these levies would need to be voted on and approved by Township residents.
2. The Township's offer is tempered by the Township's Comprehensive Plan Vision requiring that public services be provided in a fiscally sustainable manner.
3. The Union first proposal was 7%-4% which the Township countered with 2.25%-2%. This is the same increase in base pay that the IAFF and Teamsters received. And, the Township also agreed to delete the first step of the Patrol Officers' salary schedule which would result in an immediate pay increase for current occupants, and shorten the length of time it would take officers to reach top of scale.
4. In support of its wage proposal, Bath surveyed a number of surrounding townships, including: Brimfield, Brunswick, Copley, Lawrence, Jackson, Medina, Olmsted, Perry, Sagamore Hills and Springfield. They revealed that the Township's police officers are already well paid relative to these other employers. (These comps will be discussed in more detail, infra).

VI. Discussion and Findings

Because the compensation that employees receive constitutes more than just wages, in order to fairly evaluate compensation, a number of different considerations must be taken into account. These include the employer's ability to pay, comparables, cost of living, taxpayer demographics, tax burdens including frequency and magnitude of tax increases, and the overall state of the economy (micro and macro-economic conditions).

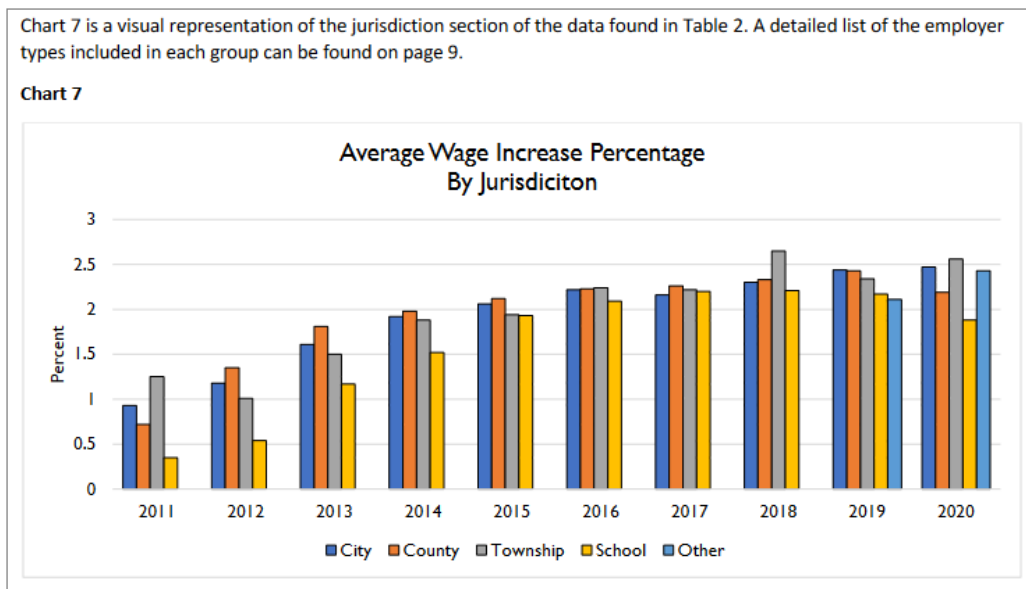
Here, ability to pay is not a consideration because the Township did not raise it as an issue. So, I instead primarily took into account four other factors which I found particularly germane in this case – average statewide wage settlements, internal equity (wage settlements that coworkers received), external equity (comparables), and the

impact of current and projected economic conditions. Each will be addressed in turn, infra.

Statewide Wage Settlements

When making wage recommendations, I start by referending the *SERB 2020 Wage Settlement Report* which shows average public-sector wage increases in Ohio for the years 2020, 2021 and 2022.¹ Referring to Charts 1 and 7, below, I take note of the following:

- Public sector collectively bargained wages in Ohio averaged 2.15% in 2020, 2.32% in 2021, and 2.35% in 2022² among all reported employee groups. In all three years, among groups surveyed, law enforcement received the second highest average wage increases of all - .38%, 2.49% and 2.47%.
- And, in both 2020 and 2021, in spite of their restricted funding ability, townships granted substantially higher overall average base wage increases than cities, counties or school districts did, before slipping back to second place in 2022.



¹ The report included data extracted from 828 negotiated labor contracts with a start date between January 1, 2020 and December 31, 2020.

² These were similar average base wage increases reported for the Akron/Canton region – 2.24%, 2.31%, 2.3%.

Table 1

Average Negotiated Wage Increase Percentage (%)						
By Calendar Year						
Comparison Group	2020		2021		2022	
	Avg	#	Avg	#	Avg	#
Statewide	2.15%	687	2.32%	570	2.35%	510
Region						
(1) Akron/Canton	2.24%	115	2.31%	115	2.30%	102
(2) Cincinnati	2.25%	80	2.59%	64	2.63%	53
(3) Cleveland	2.04%	124	2.11%	116	2.21%	105
(4) Columbus	2.36%	99	2.55%	82	2.64%	72
(5) Dayton	2.14%	88	2.61%	51	2.62%	45
(6) Southeast Ohio	2.28%	38	2.28%	32	2.56%	26
(7) Toledo	1.78%	85	2.37%	63	2.37%	57
(8) Warren/Youngstown	2.15%	58	1.86%	47	1.69%	49
Jurisdiction						
City	2.43%	234	2.49%	226	2.48%	204
County	2.11%	129	2.18%	112	2.29%	104
Township	2.68%	32	2.64%	57	2.43%	36
School District	1.71%	238	1.99%	134	2.12%	104
Other	2.42%	42	2.49%	41	2.38%	42
Unit Type						
Police (Safety/Security)	2.38%	229	2.49%	211	2.47%	200
Fire	2.66%	68	2.67%	71	2.53%	65
Teacher (BDE)	1.65%	148	1.95%	84	2.11%	65
Non-Teaching (BDE)	1.85%	94	2.07%	63	2.13%	51
Blue Collar	2.22%	46	2.31%	46	2.28%	46
Other	2.26%	102	2.23%	95	2.30%	83
<small>#: Number of Contracts (746 out of 828 filed contained a percent increase) Contracts Statewide with 0% increase: 2020 = 98; 2021 = 30; 2022 = 27</small>						

However, as can be seen in Table 3, below, while 9% of public-sector employees also received lump sum payments averaging \$940 in 2022,³ to the best of my knowledge a lump sum payment in 2022 for these two bargaining units has not been proffered.

³ For some reason, data for fire and police is not included.

LUMP SUM WAGE INCREASES

Table 3 displays the average lump sum negotiated in labor contracts that went into effect in calendar year 2020. A lump sum is a one-time dollar amount which is not added to the wage scale. In many cases, this is a signing bonus.

Table 3

Average One-Time Lump Sum (\$)												
By Contract Year												
Comparison Group	2020				2021				2022			
	Min	Max	Avg	#	Min	Max	Avg	#	Min	Max	Avg	#
Statewide	\$50	\$7,000	\$832	84	\$250	\$1,500	\$708	18	\$250	\$3,000	\$940	10
Jurisdiction												
City	\$250	\$7,000	\$906	17	\$250	\$1,250	\$600	5	\$500	\$500	\$500	1
County	\$350	\$2,176	\$851	34	\$500	\$1,000	\$700	3	\$500	\$600	\$550	2
Township	\$150	\$1,700	\$792	6	\$650	\$650	\$650	1	\$650	\$650	\$650	1
School District	\$50	\$1,500	\$826	23	\$250	\$1,500	\$811	8	\$250	\$3,000	\$1,192	6
Other	\$300	\$500	\$450	4	\$350	\$350	\$350	1				
Unit Type												
Police (Safety)	\$250	\$7,000	\$1,039	35	\$250	\$500	\$417	3				
Fire	\$150	\$500	\$325	2								
Teacher (BOE)	\$400	\$1,500	\$862	13	\$500	\$1,500	\$1,000	2	\$1,500	\$1,500	\$1,500	1
Non-Teacher (BOE)	\$50	\$1,500	\$742	12	\$225	\$1,500	\$750	7	\$250	\$3,000	\$1,042	6
Blue Collar	\$500	\$500	\$500	6	\$500	\$500	\$500	2	\$500	\$500	\$500	2
Other	\$150	\$2,176	\$832	84	\$350	\$1,250	\$813	4	\$650	\$650	\$650	1

#: Number of Contracts (out of 828 total contracts filed)
 64 out of 88 contracts (73%) have both Lump Sum and a percent or monetary increase during duration of the contract.
 Note: The \$7,000 lump sum was negotiated in a police officer contract in recognition of service during the pandemic.

Based on my analysis of the above data, I am able to conclude the following:

- The Union’s wage proposal for 2022 (3%? 4%?)⁴ would substantially exceed the average state-wide settlements in the following reported categories - higher than the state-wide average increases in base wages, higher than average overall settlements in the Akron-Canton region, and higher than average law enforcement settlements. In short, on this basis alone, this would seem to suggest that the Union’s proposed increase for 2022 is too generous.
- Conversely, the Township’s final offer of 2.25% for 2022 is moderately below the average settlements in these same categories - .1% lower than state-wide averages, .22% lower than the average increase for law enforcement units generally,⁵ and .07% lower than the base wage increases that other townships reported. In short, on this basis alone, this would seem to suggest that the Township’s proposed increase for 2022 is too low.

⁴ Honestly, I’m not quite clear what the Union’s final wage offer actually was. Bath said it was 3%-3% in its prehearing brief, and 3%-3% was brought up during the hearing, but in its own prehearing brief, the Union proposed increases of 4%-3.5%.

⁵ It’s not possible to also factor in the potential impact of lump sum payments on the Township final wage offer since it was not part of the wage reopener, and nor did SERB report average lump sum payments for law enforcement units in 2022.

(Unfortunately, because SERB has not yet reported 2023 average law enforcement base-wage increases, I am not in a position to reach any preliminary conclusions for that year).

That said, based on recent contracts that I have dealt with, I presume (with some degree of confidence), that due to rising inflation which I will discuss in more detail in a moment, the continued availability of federal stimulus monies, increased threats to law enforcement personnel, higher vacancy rates in the profession, and continued difficulties in recruitment/retention, for law enforcement units in particular, average wage settlements will in all likelihood exceed both the 2% general increase the Township offered for 2022, and even more so the Township's proposed wage increase for 2023 as well.

Internal Equity

As a general principle, I concur with the practice of pattern settlements, i.e., once a substantial portion of an employer's workforce agrees to receive the same general wage increase, particularly in response to a request from an employer whose finances are constrained, there's a strong presumption that other employees should share the pain by receiving the same increase,⁶ as it would appear was the case here with the Township's firefighter and Teamster locals.

However, while I favor pattern settlements, at the same time I recognize that there are instances when circumstances warrant that exceptions be made. And, in this case, after careful consideration of the record, and without diminishing the contributions of any other employee group, for the following reasons I find such an exception to be appropriate:

- While, admittedly, firefighters' job can be dangerous, on a consistent, day-to-day basis, rankings of the most dangerous professions shows police officers to rank even higher. The reasons for this are many, including the dangers inherent in hot pursuit, dealing with suspects resisting arrest or exhibiting erratic behavior, encounters with armed or hostile individuals, and close physical contact with individuals who are infected with communicable diseases, e.g., COVID, hepatitis,

⁶ A strong presumption, not a foregone conclusion.

etc.⁷ So, in response to these inherent risks, it's not uncommon for law enforcement personnel to receive additional compensation, often in the form of a pay premium.

- As dangerous as police work is, apparently it's becoming even more dangerous as evidenced by the increase in intentional killings of law enforcement officers which have risen to historic levels, reaching a 20-year high in 2021.⁸
- Because of the pandemic, many public sector employers have awarded their essential workers additional compensation in the form of hazard pay. Exceeding a pattern settlement for this group could be viewed as a form of hazard pay.
- Comparing the salary schedules of the Township's firefighter and police units evidences that police wages have lagged behind, recently if not historically. This factor alone may support the appropriateness of recommending a slightly higher wage adjustment for the police units that slightly exceeds the 2.25%-2% pattern.

External Equity

External equity involves comparing the compensation of one group of employees with comparable employees, in comparable positions, performing comparable work, for comparable employers. While comparables are essential in determining a position's market value, in practice, it's often more complicated than that.

Because Ohio provides scant guidance on what constitutes a "comparable," parties are free to choose their own employers to compare, and selectively focus on whatever element(s) of compensation they wish. So, with this degree of latitude, more often than not, parties select employers whose pay practices best supports their particular wage proposal. And, they also tend to focus on base pay rates instead analyzing the actual total value of the employees' compensation package.⁹ Compensation is

⁷ According to the Firefighter Insider, (B)eing a police officer is definitely more dangerous." To wit, while firefighters have a 1-in-11,340 chance of dying, police officers have a 1-in-4,644 chance. In other words, as a profession, law enforcement is almost three times more dangerous.

⁸ CNN.com.

⁹ Base pay aside, consideration should also be given to a host of other factors as well including the form of government of the employer, the employer's source(s) of funding, local tax rates including the recency of local tax increases, whether the employer is in the public or private sector, whether the positions are bargaining unit or non-bargaining unit, the crime rate and the types of crimes that bargaining unit members have to regularly deal with, the educational standards required of officers, the cost of living in the area, the number of steps in the salary schedule, the length of time it takes employees to move between steps/reach top of scale, the number of employees employed a particular classification, the size of the

comprised of both direct and indirect pay, and wages are but one kind of direct compensation that also includes things of monetary value such as longevity pay, overtime, hazard pay, commission and bonuses. Moreover, many parties neglect to even take indirect pay, such as benefits (the employee's share of the cost of health care, retirement pay/pension pickup, paid time off, number of holidays, uniform allowance, lump sum payments, etc.), as well as such things as the number of steps in the salary schedule, rate ranges, and how quickly employees progress through those steps, into account.

Based on this, I had two issues with the Union's comparables. First, of all the possible comparable employers, it surveyed only two, with only one a township – Fairlawn City and Copley Township.¹⁰ While I can understand surveying those two on the basis that they respond to each other's calls and are located nearby, there were obviously many others employers that were overlooked. This, then, resulted in a very incomplete picture.

Looking at Fairlawn and Copley, at both the entry level as well as top of scale, the pay differential between Copley and Bath Township is relatively insubstantial, with Bath actually paying a bit more (about \$.82/hour). Further, on various economic factors, Copley ranked #1 and Bath #2 on median family income, Bath #1 and Copley #3 on per capita income, Bath #1 and Copley #2 on mean home value, and Copley #2 and Bath # on tax revenue.¹¹ In short, both appear to be relatively affluent and similarly prosperous.

However, when Bath Township's compensation is compared to Fairlawn City (a comparable that the Bath rejected because of its different governmental structure), its average police pay lagged behind. For instance, for entry level Patrol Officers, Fairlawn paid over \$11,700/year more than Bath, and at top of scale, over \$8,900/year more. And, regarding Sergeants, Fairlawn's entry-level pay was about \$9,200/year more than Bath's with the differential increasing to over \$10,000/year at top of scale.

employer/employer's budget, taxpayer demographics, the local labor market, e.g., proximity to large urban areas that tend to pay more, and the ability of the employer to recruit and retain employees, longevity pay, uniform allowance, bonuses, retirement benefits/pension pickup, cost of health insurance, sick leave/vacation, educational assistance, and time off, both paid and unpaid.

¹⁰ Wage data was not provided regarding Police Lieutenant pay.

¹¹ Then again, Copley's population is almost double that of Bath's.

However, apart from Fairlawn City, when it comes to Sergeant's pay, Copley, admittedly a much larger township, pays substantially more than Bath - about \$3.32/hour more at entry level, and about \$1.39/hour more at top of scale. Again, it's difficult for a fact-finder to have any confidence in coming to any conclusions regarding comparables when the number of surveyed employers is so small.

While Bath's survey was limited to other Townships, its comparables were well researched, wide-ranging and in-depth, and, it reported not just salary, but other elements of employee compensation as well. It suggested that Bath's police units enjoy a competitive overall compensation package, although as Township Exhibit 3-3 shows, not at the top of the list. However, once the SERB state-wide survey data is considered, the picture becomes decidedly more mixed. More specifically, over the past few years the percentage increases that Bath's police units have received have lagged behind state-wide average increases, lagged behind what other police units received, and lagged behind the raises that other Ohio townships have provided its police units.

Macroeconomic Conditions

Wage expectations are influenced by any number of economic factors, and for the past twelve months, inflation has become such a significant concern that I believe that it must be factored into any consideration of wages.

- Inflation is defined as a general increase in prices accompanied by a reduction in purchasing power. Over the last twelve months, consumer prices have risen over 7.5% to a 40-year high. The erosion of purchasing power that results from inflation effectively amounts to a wage cut. And, because an increase in inflation generally leads to higher pay expectations, it can be assumed that average wage settlements for 2022 and beyond will be trending higher than they have been in the past few years, and probably higher than the 2.25%-2.0% wage increases the Township proposed.
- Back when the firefighter and Teamster's locals agreed to wage increases for 2022 and 2023, it was likely premised on the assumption, based on the administration's assurances at the time, that rising inflation was transitory and that it could be expected to start tapering off towards the end of 2021. Unfortunately, not only have these assurances proven unfounded, but the rate of inflation, along with

higher prices, are now projected to continue at least into 2023, and perhaps even beyond.

VII. Fact-finder's Recommendations

In making the following recommendations, I have taken into account average statewide wage settlements, how these recommendations would fit with internal and external equity considerations, and the degree to which inflation and declining purchasing power will affect employee pay expectations.

This process has led me to the conclusion that, as to both units, the record supports a wage adjustment that's slightly more than the Township's last offer and slightly less than the Union's, just above the 2.25%-2% pattern settlements the Teamsters and fire-fighters received, and for 2022, moving the increase closer to state-wide averages.

My recommendation, which in effect "splits the baby", is a 2.5% general wage increase in both 2022 and 2023. I reiterate and summarize my reasoning as follows:

1. Economic conditions have significantly deteriorated since the Teamsters and IAFF agreed to a 2.5% increase for 2022, and 2% increase in 2023
2. While the Township's data indicated that both police bargaining units are relatively well paid vis a vis its comparables, its wage offer for 2022 was less than SERB's reported statewide averages, lower than township averages, and less than the wage increases that law enforcement units across the state averaged, and in all likelihood less than what average increases are expected to be given rising inflation.
3. While I'm supportive of pattern settlements generally, I believe that there are certain factors that warrant recommending a slight exception in this case.
4. My recommended increases are tailored to help the parties avoid the time, expense and delay of conciliation, along with what would be a delay until 2023 of any awarded wage increases.
5. My recommended wage increase for 2022 is only .25% higher than the Township's last offer, and for 2023, only .5% higher. And, due to the relatively small number of employees in these two bargaining units, and the small

additional wage costs that adoption of my recommendations would generate, I believe that the fiscal impact on the Township's budget would be very modest.

6. Wage increases of 2.5%-2.5% will incrementally narrow the lingering wage disparities between the Township's fire and police bargaining units which one could argue is not warranted given that public sector employers have had the most difficulty attracting and retaining police officers.¹²
7. Many public sector employees have received hazard pay during the pandemic. I would make the case that, in at least a symbolic sense, the very modest annual pay increases that I'm proposing could be characterized as a form of hazard pay that is spread out over the next two years.
8. The Township's police force is funded by special police levies. I believe that the current budget would easily accommodate the modest increases that I'm recommending without the need to raise any additional revenue.

Lastly, since both parties have such a good working relationship, and have engaged in negotiations in good faith, I recommend that my proposed wage increases for 2022 be made retroactive. I further recommend adoption of any tentative agreements the parties agreed to during negotiations but were not raised in the fact-finding hearing, and that where neither side has proposed any changes to current contract language, that the existing language remain unchanged.

VIII. Conclusion

I believe that these recommendations fulfill my statutory obligations, find support in the evidence of record, is sensitive to the Township's continued efforts to responsibly manage its budget, is fair and reasonable compromise, and provides a workable and mutually equitable solution to the impasse.

And, in closing, I would like to take a moment to commend both parties that the strength of their working relationship allow them to disagree without being disagreeable, which is both a credit to them, as well as a service to the community.

¹² It's my understanding that the Township's offer during negotiations to eliminate the first step of the Patrol Officer's salary schedule reflected an admission that something needed to be done to aid recruitment and retention.

Issued: February 16, 2022

Respectfully submitted,

Jared D. Simmer, Esq.

Fact-Finder

CERTIFICATE OF SERVICE

I, Jared D. Simmer, Esq., hereby certify that the above Fact-Finding Report was served upon the following parties, to wit, the FOP Ohio Labor Council, via its representative, Eric Changet, and the Bath Township, Summit County Board of Trustees, via its representative Robin L. Bell, Esq., by electronic and First Class mail, this 16th day of February, 2022, and similarly upon the Ohio SERB via electronic mail this same day.

Jared D. Simmer, Esq.

Jared D. Simmer, Esq.
Fact-finder

APPENDIX

SERB 2020 Wage Settlement Report

Chart 4 is a visual representation of the unit type section of the data found in Table 1. A detailed list of the bargaining unit types included in each group can be found on page 9.

Chart 4

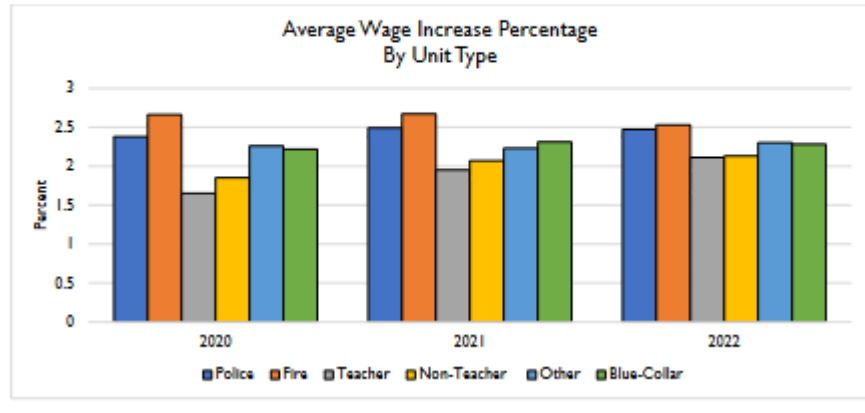


Chart 6

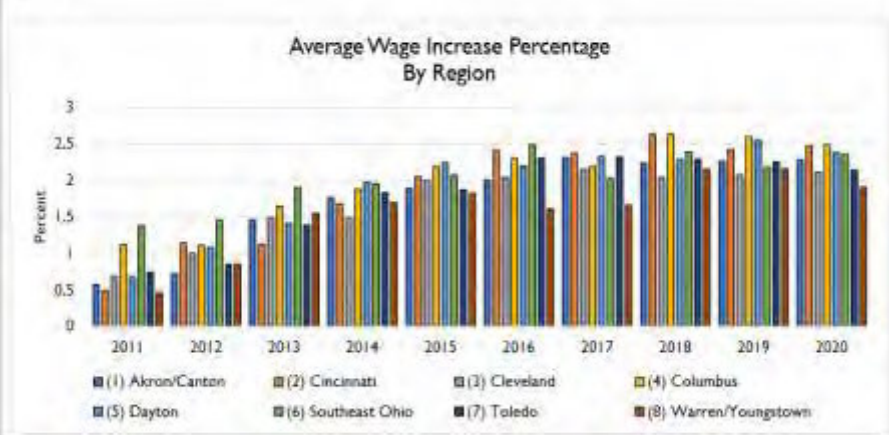
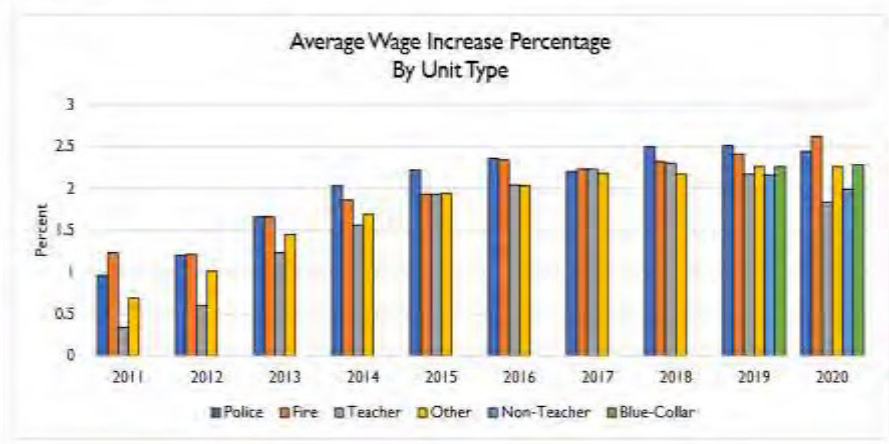


Chart 8 is a visual representation of the unit type section of the data found in Table 2. A detailed list of the bargaining unit types included in each group can be found on page 9.

Chart 8



**PATROL OFFICER
 ARTICLE 18**

WAGES AND OTHER COMPENSATION

Section 1. The following pay scale reflects a sixty cent (\$0.60) per hour pay increase for current employees to be effective the first full pay period after January 1, 2021. *Effective the first full pay period after January 1, 2022, wage rates shall be increased by two and one-half percent (2.2%). Effective the first full pay period after January 1, 2023, wage rates shall be increased by two and one-half percent (2.5%).*

Hired on or before 30-Jun-14 Time in Position	Hired after 30-Jun-14 Time in Position	2021	Hired after 30-Jun-14 Time in Position	2022	2023
	0-12 Months	\$23.97			
	13-24 Months	\$25.94	0-12 Months	\$26.59	\$27.25
0-12 Months	25-36 Months	\$27.90	13-24 Months	\$28.60	\$29.32
13-24 Months	37-48 Months	\$29.88	25-36 Months	\$30.63	\$31.40
25-36 Months	48-60 Months	\$31.85	37-48 Months	\$32.65	\$33.47
37-48 Months	61-72 Months	\$33.82	48-60 Months	\$34.67	\$35.54
After 48 Months	After 72 Months	\$35.78	61-72 Months	\$36.67	\$37.59

PROPOSED WAGE SCALE

SERGEANTS AND LIEUTENANTS

ARTICLE 18

WAGES AND OTHER COMPENSATION

Section 1. The following pay scale reflects a sixty cent (\$0.60) per hour pay increase for current employees to be effective the first full pay period after January 1, 2021. *Effective the first full pay period after January 1, 2022, wage rates shall be increased by two and one-half percent (2.50%). Effective the first full pay period after January 1, 2023, wage rates shall be increased by two and one-half percent (2.50%).*

Rank	Time in Rank	2021	2022	2023
Sergeant	0-12 Months	\$38.25	\$39.21	\$40.19
	After 12 Months	\$40.15	\$41.15	\$42.18
Lieutenant	0-12 Months	\$43.11	\$44.1	\$45.29
	After 12 Months	\$45.21	\$46.34	\$47.50