

**Fact Finding Report
State of Ohio
State Employment Relations Board**

In the Matter of:

Fraternal Order of Police, Ohio Labor Council, Inc.

and

Owens Community College

Date of Decision: May 24, 2025

Date of Amendment: May 26, 2025

After submitting the fact-finding report on May 24, 2025, this Fact-finder received a text from the Union asking for clarification about the wage scale. The Union contends that the wage increase should have a \$.50 adjustment added to the hourly rate *each* year and then the 3% added in each year. This Fact-finder calculated the wage increase with the \$.50 adjustment added only in the first year.

As stated in Elkouri & Elkouri, "The language of mathematics is precise. The English language is not. Even when the greatest of care is employed, ambiguity of meaning can

result. ...Even more common is what has been called the “ambiguity of syntax” error involving misplaced modifiers, inadequate punctuation, or the use of shorthand expressions.” [May, Kenneth (Ed.) *How Arbitration Works, 8th Edition*. Bloomberg BNA, 2016.] The original tentative agreement used ditto marks that this Fact-Finder misinterpreted. Upon review of my notes and other documents submitted during fact-finding, my report and recommendation needs to be amended. It should read as follows. All other language in the fact-finding report remains the same.

Respectfully submitted,

John (Jack) Buettner

Fact Finder’s Decision:

To begin, the Employer’s calculated wage proposal has no definitive structure or consistent application of a percentage increase. The calculations are not in keeping with the usual and customary application of a step wage increase. In 2025, for example, at Step 1, the yearly rate and hourly rate are less than those of 2024. The Employer offered no narrative in the post hearing brief as to how the calculations were made. Upon request by this Fact-Finder, the Employer sent an email copy of their understanding of the wage scale increase. That is the scale included above as their proposal.

The Employer did not provide compelling evidence to support their proposal. While data was provided from multiple sources, much was not applicable to the Union and this issue. For example, the 2024 Ohio Association of Community College (OACC) Compensation Benefits Survey results (Employer Tab D) only briefly mentioned Police/Security Officers and spent pages on faculty and administrators. The document did reference annual salary figures for full-time positions. For the full-time position of Police/Security, the average hourly rate is \$30 and the median rate is \$31. The Union brought up the point, however, that Police Officers are different from Security Officers so the comparison was less than comparable. Even so, none of the hourly rates in the

2025-2027 wage schedule proposed by the Employer went above \$27.00. The OACC Survey itself is designed as a guide to use with other data to determine wages, salaries, and HR policy decisions. It states:

Survey data used in collective bargaining should be restricted to the preparation of your institution's position and as a resource for management negotiations. It is further suggested that no direct reference be made to it in bargaining. There is little to gain and much to lose by using or referring to our survey data during bargaining. (Employer Exhibit Tab D)

Further, the Employer never argued their inability to fund a wage increase or submitted data to prove that Owens was unable to fund a wage increase. It was argued that the budget was already completed and that they couldn't fund wages beyond the budgeted amount.

The Union's proposal, on the other hand, was higher than previously discussed during negotiations, higher than the TA, and also higher than statewide averages. The SERB Wage Settlement 2024 (Employer Exhibit Tab E) shows the average negotiated wage increase for 2025 was 3.24% statewide, 3.36% for the Toledo area, and 3.55% for Police (Safety and Security). For 2026, it shows the average negotiated wage increase for was 3.19% statewide, 3.25% for the Toledo area, and 3.45% for Police (Safety/Security). The 5% increase for three (3) years requested by the Union, in addition to a dollar amount added to each step's hourly rate, is not in line with average wage increases across the state, region, or other Police unions.

This Fact Finder, therefore, is recommending that the language of the Tentative Agreement (TA), signed by both Parties on December 18, 2024, be adopted. The TA represents the culmination of bargaining and takes into consideration all aspects of the agreement in relation to one another. The Union solidified this idea by citing Fact-Finder Jerry B. Sellman (FOP/OLC & Delaware County Sheriff's Office, 2023-MED-09-0863) who stated:

Tentative Agreements are to be given significant consideration absent clear evidence of fraud or mistake because the mutual agreement is considered the best expression of the parties' willingness and ability to agree upon contract terms.

The terms of the TA are as follows (Union Exhibit #6):

In Year 1 of the contract, \$.50 will be added to the hourly rate at each step. A 3% wage increase will then be calculated and added on at each step.

In Year 2, \$.50 will be added to the hourly rate at each previous step. There will be a 3% wage increase at all steps.

In Year 3, \$.50 will be added to the hourly rate at each previous step. there will be a 3% wage increase at all steps.

A lump sum of \$250.00 will be paid by a separate check at the first payroll period following the date of ratification.

The larger issue is how this wage increase will be calculated. This discussion consumed the majority of the fact-finding hearing and needs to be addressed. It will be done as follows:

For 2025, the \$.50 increase will be added to each hourly rate at each step from the 2024 wage scale. The 3% will then be calculated on each new step. The rate will be calculated based on each new hourly rate.

For 2026, the \$.50 increase will be added to each hourly rate at each step from the 2025 wage scale. The 3% will then be calculated on each new step. 3% will be added to each new hourly rate from 2025. The rate be calculated based on each new hourly rate.

For 2027, the \$.50 increase will be added to each hourly rate at each step from the 2024 wage scale. The 3% will then be calculated on each new step. 3% will be added to each new hourly rate from 2026. The rate be calculated based on each new hourly rate.

~~For example, at Step 2 for 2025:~~

~~—— Wage rate at Step 2 for 2024 = \$22.44~~

~~—— Add \$.50 to this hourly rate = \$22.94~~

~~—— Add 3% increase to this new hourly rate = \$.69 + \$22.94 = \$23.63~~

~~For 2026, at Step 2, 3% will be added to the 2025 rate:~~

~~—— \$23.63 + \$.71 = \$24.33~~

The hourly wage scale will be as follows:

<u>2024</u>	<u>1/1/25 (\$.50 +3%)</u>	<u>1/1/26 (\$.50 +3%)</u>	<u>1/1/27 (\$.50 +3%)</u>
\$20.00	\$21.12	\$22.26	\$23.45
\$21.68	\$22.85	\$24.05	\$25.28
\$22.44	\$23.63	\$24.85	\$26.11
\$23.46	\$24.68	\$25.93	\$27.23
\$23.97	\$25.20	\$26.48	\$27.78
\$24.48	\$25.73	\$27.02	\$28.34

The new wage scale will be retroactive to January 1, 2025.

Commented [SF1]:

All tentative agreements and other articles/changes included in the Parties' attachments will be considered agreed upon/closed, and all language in the Parties' current 2021-2024 labor agreement that remains unchanged will be considered agreed upon/closed per the Memorandum of Understanding signed on May 6, 2025. (Union Exhibit #3)

**Fact Finding Report
State of Ohio
State Employment Relations Board**

**Report and Recommendation of Fact Finder
John F. (Jack) Buettner**

In the Matter of:

Fraternal Order of Police, Ohio Labor Council, Inc.

and

Owens Community College

Date of Hearing: May 7, 2025

SERB Case #: 2024-MED-07-0714

Date of Decision: May 27, 2025

Representative for the Union:

Andrew Fortlage
222 East Town Street
Columbus, Ohio 43215
afortlage@fopohio.org

Representative for the Employer:

Timothy C. McCarthy
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43604-1573
tmccarthy@shumaker.com

APPEARANCES

Union:

Mary Schultz	Financial Expert
Andrew Fortlage	FOP/OLC Staff Attorney
Darrell Griffin	Police Officer, Owens PD
Sara Jenkins	Police Officer Owens PD

Employer:

Tim McCarthy	Attorney
Leslie Erwin	VP HR, OCC

UNION EXHIBITS

1. SERB Certification
2. FOPOLC and Owens 2021-2024 CBA
3. Memorandum of Understanding for the fact-finding issues
4. Letter from SERB starting negotiations
5. Appointment of Christopher Young as Mediator
6. December 8, 2024 Tentative Agreement
7. Letter of acceptance of Tentative Agreement
8. Parties' first fact-finding extension agreement
9. Parties' second fact-finding extension agreement
10. Payscale email from December 18, 2024
11. Owens November 1, 2024 proposals
12. VP of HR Leslie Erwin's PowerPoint on Owens' compensation
- 13a. Baker Community College job posting
- 13b. Bucks College job posting
- 13c. Kettering College job posting
- 13d. Ohio Northern job posting
- 13e. Mount Union job posting
- 13f. College of Wooster job posting
- 13g. Otterbein University job posting
- 13h. Rhodes State University job posting
14. FOP/OLC and Owens 2012-2014 CBA
15. SERB Quarterly fact-finding statistics
16. SERB benchmarks for Police officers in Region S7 (Toledo)
17. SERB benchmarks for all Public University and College Police Officers in Ohio
18. Financial Analysis of Mary Schultz, CPA, Sargent and Associates

19. Owens September 26, 2024 proposals
20. Owens October 17, 2024 proposals
21. Owens October 23, 2024 proposals
22. FOP, Ohio Labor Council, Inc. and Delaware County Sheriff's Office, 2023-MED-09-0863, Jerry Sellman (August 19, 2024)
23. OPBA vs Delaware County Sheriff, 2016-MED-10-1130. Sherrie J. Passmore (January 29, 2018)
24. City of Canton, Ohio and Canton Police Patrolman Association, 2024-MED-08-0847, Richard Novak, January 14, 2025)
25. University of Toledo Recruitment Flyer

EMPLOYER EXHIBITS

- Tab A – Compensation Overview
- Tab B – CUPA-HR (FTE Enrollment)
- Tab C – CUPA-HR (Expense Quartile)
- Tab D – 2024 Ohio Association of Community College (OACC) Compensation & Benefits Survey Result
- Tab E – SERB 2024 Wage Settlement Report
- Tab F – Owens Community College Financial Data
- Tab G – Officers and Hourly Rate

INTRODUCTION AND BACKGROUND

Owens Community College (hereafter known as the “Employer”) has two locations: a Toledo-area Campus in Perrysburg and a Findlay Campus. The College offers more than one hundred sixty (160) programs and certificates to students who are preparing for a career, retraining for a new career, seeking professional development, or obtaining credits to transfer to a four-year college or university. In the 2023-2024 school year, Owens had 7,762 students enrolled.

The Fraternal Order of Police, Ohio Labor Council, Inc. (hereafter known as the “Union”) represents the Police Officer Bargaining Unit of the Owens Police Department, which currently includes nine (9) certified police officers.

The Parties are negotiating a successor agreement to a three-year agreement which expired on October 31, 2024. The Parties met on the following days to negotiate: September 26, 2024, October 17, 2024, October 23, 2024 and November 1, 2024. The Parties were unable to make progress, so they requested a SERB appointed mediator Christopher Young to mediate. On December 18, 2024, the Parties engaged in mediation with Mediator Young. A tentative agreement was reached which was signed by both Parties. (Union Exhibit #6) On January 21, 2025, the Union sent correspondence to the Employer indicating that the bargaining unit had ratified the Tentative Agreement (TA). (Union Exhibit #7) On February 5, 2025, the Union was informed verbally that the president of Owens Community College had rejected the tentative agreement.

It became clear during the fact-finding hearing that the Parties used different methods to apply the three percent (3%) general wage increase to the wage step schedule. It was also evident that the Parties had not fully discussed during mediation how the general wage increase would be applied throughout the current wage step schedule.

As a result of the rejection of the agreement, one (1) issue remains open for the fact-finder to rule on: Article 16 – Compensation, Section 16.1 Wages. Prior to fact-finding, the Employer and Union did execute two (2) extension agreements for the fact-finding hearing:

The parties hereby agree to extend the date for the fact-finding hearing to March 31, 2025. (Union Exhibit #8)

and

Pursuant to Ohio Administrative Code Rule 4117-9-05(G), the parties to these negotiations hereby agree to waive the statutory timelines and proceed to an evidential hearing before the fact-finder on May 7, 2025. (Union Exhibit #9)

Thus, the Parties met on May 7, 2025 at Owens Community College conference rooms in Perrysburg, Ohio.

This Fact Finder must take into consideration the following, pursuant to the Ohio Revised Code, Section 4117.14 (C)(4)(e), which establishes the criteria that is to be used by a Fact-Finder in making a recommendation. The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- 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 issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

The parties agreed to waive service of the Fact-Finder's report via overnight delivery and agreed upon service via email.

Article 16.1 – Wages

Union's Proposal and Position:

Steps Implement:

Officers hired prior to 1/1/2022 will be placed on the wage scale at the following steps: 0-4 years of service will be placed on Step 0, 5-7 years of service will be placed on Step 1, and 8+ years of service will be placed on Step 2. Officers will move steps on the first full payroll in January for the length of the contract.

Officers will move steps on their anniversary date of hire for the length of the contract.

Effective 1/1/2025 Employees shall have a \$3.00 per hour wage adjustment and an additional 5% increase.

Effective 1/1/2026 Employees shall have a 5% increase.

Effective 1/1/2027 Employees shall have a 5% increase.

~~2022~~ **2025**

Step	Rate	Hourly	Years of Service
0	\$41,600.00 \$50,232.00	\$20.00 \$24.15	0-1
1	\$44,200.00 \$53,901.12	\$21.25 \$25.91	1-2
2	\$45,760.00 \$55,560.96	\$22.00 \$26.71	2-3
3	\$47,840.00 \$57,788.64	\$23.00 \$27.78	3-4
4	\$48,880.00 \$58,902.48	\$23.50 \$28.32	4-5
5	\$49,920.32 \$60,016.32	\$24.00 \$28.85	5-6

2023 **2026**

Step	Rate	Hourly	Years of Service
0	\$41,600.00 \$52,743.60	\$20.00 \$25.36	0-1
1	\$45,084.00 \$56,596.18	\$21.68 \$27.21	1-2
2	\$46,675.29 \$58,339.01	\$22.44 \$28.05	2-3
3	\$48,796.80 \$60,678.07	\$23.46 \$29.17	3-4
4	\$49,857.60 \$61,847.60	\$23.97 \$29.73	4-5
5	\$50,918.40 \$63,017.14	\$24.48 \$30.30	5-6

2024 **2027**

Step	Rate	Hourly	Years of Service
0	\$41,600 \$55,380.78	\$20.00 \$26.63	0-1
1	\$45,084.00 \$59,425.98	\$21.68 \$28.57	1-2
2	\$46,675.20 \$61,255.96	\$22.44 \$29.45	2-3
3	\$48,796.80 \$63,711.98	\$23.46 \$30.63	3-4
4	\$49,857.60 \$64,939.98	\$23.97 \$31.22	4-5
5	\$50,918.40 \$66,167.99	\$24.48 \$31.81	5-6

Employees shall receive a one-time two-hundred-fifty-dollar (\$250.00) lump sum payment upon ratification of this agreement.

The Union argues that they are underpaid relative to similar groups in the Toledo area. While the Employer cited many institutions by which to make a comparison, many were not in the state of Ohio. Many used uncertified security officers in comparison to the certified police officers used at Owens.

The Union contends that the best comparable data uses other public colleges or universities in Ohio. The SERB Bnchmark Report dated April 30, 2025 (Union Exhibit #17), looks at seventeen (17) public universities and colleges. Of those, Owens has the second lowest starting wage for police officers and the third lowest top wage. When comparing Owen to thirty-two (32) unionized police departments in SERB Region S7 (Toledo) Owens has the lowest starting wage and the lowest top out wage. (Union Exhibit #16)

Further, the Union argues that the Employer has the ability to fund the proposed wage increase. In April of 2025, the FOP/OLC requested auditor Mary Schultz of Sargent and Associates to conduct a financial analysis of Owens. The total 3-year cost of the proposal is \$390,870 out of the current net position of \$81,870,000. The report concluded:

Owens College has experienced rapidly growing year-end net position balances over the past 6 years, with continued growth forecasted for fiscal year 2025.

The costs of wage and benefit increase for members of the FOP/OLC are affordable and the proposed wage increase would have a negligible financial impact on the College. (Union Exhibit #18)

Employer's Proposal and Position:

The Employer proposed the following:

Steps Implement:

Officers hired prior to 1/1/2022 will be placed on the wage scale at the following steps: 0-4 years of service will be placed on Step 0, 5-7 years of service will be placed on Step 1, and 8+ years of service will be placed on Step 2. Officers will move steps on the first full payroll in January for the length of the contract.

Officers will move steps on their anniversary date of hire for the length of the contract.

2025

Step	Rate	Hourly	Years of Service
0	\$43,000	\$20.67	0-1
1	\$43,919.20	\$21.12	1-2
2	\$47,518.43	\$22.85	2-3
3	\$49,146.66	\$23.63	3-4
4	\$51,331.90	\$24.68	4-5
5	\$52,424.53	\$25.20	5-6

2026

Step	Rate	Hourly	Years of Service
0	\$44,000	\$21.15	0-1
1	\$45,361.20	\$21.81	1-2
2	\$46,307.98	\$22.26	2-3
3	\$50,015.18	\$24.05	3-4
4	\$51,692.26	\$24.85	4-5
5	\$53,943.06	\$25.93	5-6

2027

Step	Rate	Hourly	Years of Service
0	\$45,000	\$21.63	0-1
1	\$46,391.20	\$22.30	1-2
2	\$47,793.24	\$22.98	2-3
3	\$48,768.42	\$23.45	3-4
4	\$52,586.84	\$25.28	4-5
5	\$54,314.22	\$26.11	5-6

Once an Officer has advanced to the Step 5 pay rate, he shall in subsequent calendar years receive an increase of three percent (3%) on January 1.

The Employer argues that their proposed wage scale is in line with comparable institutions. The Employer's Association Compensation Study (Employer Exhibit Tab A) found that Owens pays at 86% to 88% of the market median. They cited information from the College and University Professional Association for Human Resources (CUPA-HR) which represents 111 institutions. (Employer Exhibit Tab B and C) to support their position. According to the 2024 Ohio Association of Community College Survey (Tab D), a police officer with 6.4 years of service has an average hourly rate in similar institutions of \$24.00 with an annual salary at the 25th percentile of \$49,920. At Step 5 at Owens, the hourly rate is \$24.48 with an annual salary of \$50,918.40. Thus, the rate of pay currently proposed is in line with similar institutions and in line with their practice of paying 86% to 88% of the market median.

As a community college, Owens does not derive support from either an income or property tax. Salaries wages and benefits already account for 64.2% of the Fiscal Year 2025 approved operating expenditures. The Employer contends their wage proposal is within their allotted budget.

Fact Finder's Decision:

To begin, the Employer's calculated wage proposal has no definitive structure or consistent application of a percentage increase. The calculations are not in keeping with the usual and customary application of a step wage increase. In 2025, for example, at Step 1, the yearly rate and hourly rate are less than those of 2024. The Employer offered no narrative in the post hearing brief as to how the calculations were made. Upon request by this Fact-Finder, the Employer sent an email copy of their understanding of the wage scale increase. That is the scale included above as their proposal.

The Employer did not provide compelling evidence to support their proposal. While data was provided from multiple sources, much was not applicable to the Union and this issue. For example, the 2024 Ohio Association of Community College (OACC) Compensation Benefits Survey results (Employer Tab D) only briefly mentioned Police/Security Officers and spent pages on faculty and administrators. The document did reference annual salary figures for full-time positions. For the full-time position of Police/Security, the average hourly rate is \$30 and the median rate is \$31. The Union brought up the point, however, that Police Officers are different from Security Officers so the comparison was less than comparable. Even so, none of the hourly rates in the 2025-2027 wage schedule proposed by the Employer went above \$27.00. The OACC Survey itself is designed as a guide to use with other data to determine wages, salaries, and HR policy decisions. It states:

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Further, the Employer never argued their inability to fund a wage increase or submitted data to prove that Owens was unable to fund a wage increase. It was argued that the

budget was already completed and that they couldn't fund wages beyond the budgeted amount.

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The terms of the TA are as follows (Union Exhibit #6):

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For 2026, 3% will be added to each new hourly rate from 2025. The rate be calculated based on each new hourly rate.

For 2027, 3% will be added to each new hourly rate from 2026. The rate be calculated based on each new hourly rate.

For example, at Step 2 for 2025:

Wage rate at Step 2 for 2024 = \$22.44

Add \$.50 to this hourly rate = \$22.94

Add 3% increase to this new hourly rate = \$.69 + \$22.94 = \$23.63

For 2026, at Step 2, 3% will be added to the 2025 rate:

$\$23.63 + \$.71 = \$24.33$

The new wage scale will be retroactive to January 1, 2025.

All tentative agreements and other articles/changes included in the Parties' attachments will be considered agreed upon/closed, and all language in the Parties' current 2021-2024 labor agreement that remains unchanged will be considered agreed upon/closed per the Memorandum of Understanding signed on May 6, 2025. (Union Exhibit #3)

CERTIFICATE OF SERVICE

The foregoing report was delivered via email on this the
27th day of May, 2025, to

Andrew Fortlage
afortage@fopohio.org

and

Timothy McCarthy
tmccarthy@shumaker.com

Carol Veach
Administrative Professional
CarolVeach@SERB.ohio.gov

Respectfully submitted,
John (Jack) Buettner
Fact Finder