

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

(UNION)

- and -

THE CITY OF SOUTH EUCLID, OHIO

(CITY)

STATE EMPLOYMENT
RELATIONS BOARD
2000 DEC 15 A 11: 53

Case No. 00-MED-09-0955

FACT - FINDER'S REPORT

December 14, 2000

Proceedings before Jared D. Simmer, Fact-Finder. The undersigned was appointed by SERB to serve in the role of Fact-Finder in the above-captioned case. Pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, the Fact-Finder was appointed on December 11, 2001.

I. APPEARANCES

FOR THE UNION:

Colleen M. Bork, Esq., attorney for the OPBA, and Ms. Kathleen A. Krizman, dispatcher and member of the local.

FOR THE COUNTY:

Marc J. Block, Esq., attorney for the City, Thomas R. Cannell, Fire Chief, and Thomas W. Luch, Chief of Police.

II. BACKGROUND

This proceeding involves collective bargaining negotiations between a dispatchers' local represented by the Ohio Patrolmen's Benevolent Association (OPBA) and the City of South Euclid, Ohio (City). The OPBA has had a collective

bargaining relationship with the City for a number of years. The unit, consisting of approximately six (6) full-time employees, is comprised of fire and police dispatchers. The City of South Euclid, Ohio has a current population of approximately 24,000 residents.

Prior to hearing, the parties had negotiated to impasse. The contract is set to expire on December 31, 2000. Both parties chose to file pre-hearing position statements which were duly received and considered by the Fact-Finder.

On December 13, 2000 the Fact-finder held a hearing in the City of South Euclid's City Center Building. This Fact-finder's report is issued pursuant to the testimony and evidence presented by the parties at that hearing.

III. ISSUES

During the course of good-faith negotiations covering a number of sessions, the parties could not reach agreement on all issues. Accordingly, the current provisions of the contract that were not contested by either party, either in the pre-hearing position statements nor in hearing, are hereby formally recognized and adopted by the Fact-Finder. As a result, the Fact-Finder's Report will only deal with the open, non-contested issues raised by the parties.

IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors which the State Employment Relations Board requires, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, 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, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

In the preparation of this Report and Recommendations, the Fact-Finder did in fact consider these six (6) factors.

This Report and Recommendations sets forth recommendations which the Fact-Finder believes are reasonable and fair and which both parties can be comfortable recommending to their respective constituencies, although it is recognized that acceptance of the same will involve a degree of mutual sacrifice on the part of both parties.

V. Opening Statements:

Both parties took the opportunity to make opening statements.

The Union opened the hearing by stating that the current terms of the contract, except those open items upon which the parties could not agree, should be maintained. The Union stated that its objective was to achieve parity in wages, benefits and terms and conditions of employment with the other locals in the City, as well as dispatcher units in comparable municipalities. As pertains to wages, the Union contended that over the past three years, this unit had fallen further behind comparable units in other cities. Therefore, in order to better achieve parity, it needed wage increases of 8% in the first year, 8% in the second, and 8% in the third year of the contract.

The City, which emphasized that its offer was fair, offered pay increases of 4%-4%-4% over three years. It primarily based its wage package on three factors:

1. A proposed tax increase which was not passed by the voters.
2. Significant infrastructure needs which were, at the present time, not being funded by either the State or Federal governments and which, therefore, might have to be assumed by the City.
3. An interest in a "pattern" settlement, i.e., the firefighter's local had already settled for 4-4-4%, and they expected the police, whose contract was also in fact-finding, to settle for the same general increases.

Neither party raised an "ability-to-pay" issue.

VI. REPORT AND RECOMMENDATIONS

Article VII - Uniform Allowance.

Union

The Union proposed an annual uniform allowance of \$600. It based this request on the fact that with the merger of the fire and police dispatching functions, the dispatchers were going to be required to wear new uniforms, and that this amount would be commensurate with what the other City locals currently received.

City

The City proposed uniform allowance increases of \$550 in the first year, \$575 the second year and \$600 in the third year of the contract.

Finding and Recommendation:

In light of the City's requirement of a new uniform for the dispatchers, and the fact that the dispatchers have not enjoyed the same allowance as fire and police, the Fact-Finder finds that an adjustment is warranted and recommends adoption of the Union's proposal, i.e., an increase in the uniform allowance to \$600/year.

Article VIII - Holidays.

Union

The Union proposed to allow for the payment of all hours worked on seven (7) named holidays at the employee's overtime rate of time and one-half (1 1/2).

City

The City proposed to increase premium holidays from the current three days to six, the same number as that enjoyed by the police and firefighters.

Finding and Recommendation:

In the interests of uniformity, the Fact-Finder finds that the number of eligible holidays should be increased and recommends the adoption of the City's position, i.e., six premium holidays for the dispatchers. Also, per the City's preference, it is recommended that these three additional holidays be New Year's Day, Martin Luther King Day and Labor Day.

Article IX - Vacations

Union

The Union proposed an amendment of the current contract to provide for two weeks of vacation after one year, and two and one-half weeks after four years of service.

City

The City proposed no change in the current vacation accrual schedule.

Finding and Recommendation:

In light of the other recommendations, infra, the Fact-Finder finds that no adjustment is warranted and so recommends no change in the current contract accrual language.

Article X -- Hospitalization

Union

The Union proposed maintaining the current health care plan as is, including keeping the current provider, Qual Choice.

City

The City proposed adoption of the fire-fighters' plan, which was recently settled in fact-finding. Basically, this plan provides for continuance of Qual Choice as the provider, three coverage options and phased-in employee premium contributions.

Finding and Recommendation:

In the interest of uniformity, which is particularly important in the administration of city-wide health insurance plans, the Fact-finder finds that there is a common ground between the Union and City positions and so recommends adoption of the City's proposal, all as more fully set forth in attachment "A", infra.

Article XI - Salary, Hour and Overtime

Union

In support of its position that this dispatch unit is underpaid relative to units in comparable jurisdictions, and so again needs some "catch-up", the Union proposed annual increases of 8%-8%-8%, and a step increase between starting pay and one year of service pay upon successful completion of probation.

The Union explained that in past contracts some "catch-up" was accomplished but that under the current agreement, this unit's wages were again falling behind relative to comparables. Further, with the merger of the police and fire dispatch functions, they assert that the dispatchers' duties have increased as well.

City

The City proposed annual increases of 4%-4%-4%, an amount in line with the increases the fire-fighters received, and it believes the police will receive. However, the City agreed with the Union's contention that this unit's pay did lag behind comparable jurisdictions. The City's position, however, was that the failure of a recent tax increase proposal, coupled with the uncertainty of state and/or federal funding assistance for significant infrastructure reconstruction needs, caused them to be reluctant to undertake more than a 4-4-4 obligation at this time.

Finding and Recommendation:

The Fact-Finder finds that an ability to pay is not at issue and that a wage adjustment is warranted. Therefore, it is recommended that in line with increases received by fire, and possibly police, the unit should receive standard 4% raises over the three years of the contract. While aware of the failure of the tax increase to pass and the uncertainty surrounding the funding of the infrastructure needs, the Fact-Finder was not convinced from the record that either was of sufficient concern to deny this unit the standard pay increase granted to the fire-fighters, particularly

since the City recently agreed to this increase under the same uncertain economic conditions.

However, the Fact-Finder also finds that in order to address the growing wage disparity between these dispatchers and dispatchers in comparable cities, the increased job responsibilities arising from the merger, and the City's admission of a wage disparity as well as an ability to pay, the Fact-Finder recommends that this unit also receive three remedial (catch-up) pay adjustments of \$650.

It is recommended that these adjustments be paid in the first pay period of each year of the contract. In addition, to prevent the pay disparity from again widening over the life of the agreement, beginning in the second year of the contract, these adjustments should be folded into the dispatchers' base pay and the 4% annual increases from that point forward calculated from the increased base wage.

Article XII - Reimbursement for Approved Educational Course Cost

Union

The Union proposes maintenance of the current educational assistance language, with the exception that wording be added to provide that employees are to be reimbursed for travel time and mileage at the current IRS rate, for any non-in-house employee training.

City

The City proposes more or less maintenance of the current language, with deletion of coverage for an Associate's degree.

Finding and Recommendation:

The Fact-Finder finds no need to change the present educational reimbursement coverage, and so recommends no change in the current contract language, including continuation of reimbursement for study leading towards an associate's degree. However, in light of the Union's contention that certain employees were being denied travel time pay in violation of the Fair Labor Standards Act, in those instances where this is found to be true, the Fact-Finder urges, and the City agrees, to adhere to the requirements of the law. In the event this does not happen, both parties realize that the grievance mechanism in the contract is the proper vehicle to contest the same.

Article XIII

Union:

The Union proposes increasing the sick leave buyout ratio and adding a contract provision which would provide a sick leave incentive plan.

City:

The City recommends no change in existing contract language.

Finding and Recommendation:

In light of the other economic improvements to the contract already recommended, supra, and soon to be recommended, infra, and given the sick leave language found in the other City's contracts, the Fact-Finder finds no need to improve the unit's sick leave plan and so recommends no change.

Article XIV – Employee Rights

Union

The Union proposed allowing union members paid leave time to attend union activities, up to 48 hours per year. In support of its position, it pointed out that it was only asking for parity with the fire-fighters.

City

The City proposed no change in existing language.

Finding and Recommendation:

The Fact-Finder finds no reasonable basis to deny extending the same leave to this unit as that enjoyed by the fire-fighters. Accordingly, the Fact-Finder recommends that this unit be provided union leave of up to 48 hours per year under the same terms and conditions as that of the fire-fighters. Not having been provided the language from the fire-fighter's contract by the parties, this Fact-Finder suggests that the parties meet to draft and adopt suitable, comparable language.

Article XV - Longevity Pay

Union

To address turnover which they believe in part is attributable to inadequate longevity pay, the Union proposes providing longevity pay of \$400 after four years and doubling it for all other steps.

City

The City basically did not contest an increase in longevity pay.

Finding and Recommendation:

The Fact-Finder agrees with the City that an improvement in longevity pay is warranted. Accordingly, pursuant to discussions around the table, the following schedule is recommended:

1. After five years of service, add an additional \$100 in longevity pay.
2. After ten years of services, add an additional \$200 in longevity pay.
3. After fifteen and twenty years of service, add an additional \$300 in longevity pay.

And, in the third year of the contract, it is recommended that the longevity pay schedule, above, be increased by an additional \$200 across the board.

Proposed New Article

Union

The Union proposed adding a new article to provide for \$20 in additional daily compensation for employees those who have to perform jailer/matron duties.

City

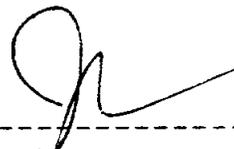
The City disagreed with the need for this additional compensation. In support of its position it pointed out that rarely in comparable jurisdictions did dispatchers receive pay for these infrequent, additional duties.

Finding and Recommendation:

Finding insufficient support on the record for this additional compensation and so being unpersuaded, the Fact-Finder recommends that no new article providing for jailer/matron pay be added. Certainly, should the dispatchers' duties evolve to the point where over the life of this contract additional premium pay would be warranted, such could be documented and presented in support of a change in contract language when this agreement expires.

Issued: December 14, 2000

Respectfully submitted,



Jared D. Simmer
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, the City of South Euclid, Ohio (via Attorney Bloch) and the OPBA (via Attorney Bonk) by United States Post Office overnight mail service, and upon the Ohio State Employment Relations Board (via Dr. George Albu) by first class mail, this day of December 14, 2000.



Jared D. Simmer
Fact-Finder

C. Article IX, Vacations

Section 9.1

Union's Position

The Union proposes to amend the current vacation schedule to provide for two (2) weeks of vacation after one year and two and a half (2.5) weeks of vacation after four (4) years of service.

City's Position

The City proposes no change to this part of the current contract.

D. Article X, Hospitalization

City's Position

The City proposes the following provisions , as they has been adopted in the Firefighters' Fact-Finding, for this part of the current contract:

10.1 (a) Effective March 1, 2001, for regular full-time employees, the City will make available the Qual Choice hospitalization insurance plan 2001, 1001, or 5001, as amended, which include vision examination provisions and a prescription drug rider as summarized in each respective policy (5/10/20). In addition, the City will continue to offer preventive dental coverage as described in the American Dental Center Preventive Dental Plan, or a plan which is equivalent or better. The City will continue its present administrative procedures and eligibility requirements for the life of this agreement. Such programs will be arranged with such insurance company, carrier or agency as the City may select and shall be subject to the terms of the master contract issued to the City. The City shall have the right to choose an alternative carrier and to provide other delivery systems after discussions with the Union. The City's obligation shall be limited to the payment of premiums as set forth in this article, and any dispute between a claimant and any insurance company, carrier or agency shall not be subject to the grievance procedure.

10.3 Effective March 1, 2001, employee contribution for

hospitalization insurance differs depending upon which of the three (3) QualChoice plans (2001, 1001, or, 5001) is chosen by the employee. For March 1, 2001 through February 28, 2002, the following employee contribution schedule will apply:

Employee Contribution Per Month

<u>2001 Plan</u>	\$0.00 (Single) \$0.00 (Family)
<u>1001 Plan</u>	\$10.00 (Single) \$25.00 (Family)
<u>5001 Plan</u>	\$14.00 (Single) \$38.00 (Family)

Effective March 1, 2002, however, employee contribution changes for all three (3) QualChoice plans. From March 1, 2002 through February 29, 2004 the City will pay the first six percent (6%) of the annual premium increases for all three (3) QualChoice plans but the employee and the City will split equally (50/50) all annual premium increases in excess of the first six percent (6%) notwithstanding. The annual increase will be added cumulatively to the previous years employee contribution for each plan. Employee contribution will not annually exceed the amounts provided in the following schedules.

Maximum Employee Contribution
Per Month for March 1, 2002,
through February 28, 2003

Maximum Employee Contribution
Per Month for March 1, 2003,
through February 29, 2004

<u>2001 Plan</u>	\$5.00 (Single) \$15.00 (Family)	\$10.00 (Single) \$30.00 (Family)
<u>1001 Plan</u>	\$12.50 (Single) \$37.50 (Family)	\$18.00 (Single) \$50.00 (Family)
<u>5001 Plan</u>	\$18.00 (Single) \$50.00 (Family)	\$22.00 (Single) \$60.00 (Family)

In addition, the City will continue to pay the full monthly premium cost of preventative dental coverage, as described above, for those employees who enroll in such a plan.