

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

2000 DEC 18 A 9 18

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Tallmadge	)	
	)	Case No: 00-MED-10-1064
and	)	
	)	Factfinder: Colman R. Lalka
IAFF, Local 2764,	)	
Tallmadge Telecommunicators	)	

HEARING

Date of Hearing: December 8, 2000

Location of Hearing: Tallmadge, Ohio

ATTENDANCE AT HEARING

For the Employer:

David M. Benjamin, Esq.

Richard L. Osborne, Director of Administration

Judy McDonald, Human Resources Director

For the Association:

Mike Passarelli, Tallmadge IAFF President

Andrew Drwal, OAPFF, 2<sup>nd</sup> District Vice-President

Angela M. Marcum, Telecommunicator

Nancy Delisle, Telecommunicator

MEDIATION

Prior to the commencement of the fact-finding hearing, mediation was requested by the Parties. The Factfinder acted as mediator with the unresolved issue of wages being negotiated. The issue was not resolved and remained at impasse.

## CRITERIA

After giving thorough consideration to the evidence and argument of the Parties, the criteria used by the Factfinder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). 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;

4117-9-05(K)(3). The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). 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.

## BACKGROUND

The City of Tallmadge (hereinafter Tallmadge or City) has recognized IAFF, Local 2764, Tallmadge Telecommunicators (hereinafter Association), as the bargaining representative for certain employees of the City.

The Bargaining Unit consists of seven members, is duly certified by the State Employment Relations Board, and has a Labor Agreement in effect that expires on December 31, 2000. Formal bargaining between the Parties has been ongoing. When impasse was reached, the Parties requested the Factfinder convene a hearing, attain relevant facts, and prepare a report and recommendation in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the date and at the place indicated above. At that time the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Factfinder to render a report and make a recommendation on the issue at impasse.

## ISSUE AT IMPASSE AND RECOMMENDATION:

### WAGES

The wages for the Telecommunicators are currently based upon length of service, with a step increase at six months, another step increase at twelve months, and step increases each year thereafter up to and including five years of service. Under the current Collective Bargaining Agreement, the three highest paid Telecommunicators receive an hourly rate from \$15.63 for the lowest paid up to \$16.94 for the highest. There is one entry level Telecommunicator, and the remaining three Telecommunicators are paid between \$13.91 and \$14.98 per hour.

The Association is requesting wage increases of 3% on January 1<sup>st</sup>, of 2001, 2002, and 2003 for the three highest paid Telecommunicators. For the remaining four employees, the Association proposes yearly increases of 3½%, plus additional increases to bring those four employees to an hourly rate closer to the top three.

### ASSOCIATION'S POSITION

The Telecommunicators have a unique, seven step wage matrix, the Association states, which is a remnant from a previous wage matrix that involved a total of twenty-five steps, and automatic COLA increases. Under the previous matrix, the Association argues, Telecommunicators were receiving higher wage increases than were other City employees.

The City attempted to move away from the twenty-five step matrix, and, the Association continues, during the last contract negotiations the Parties agreed to a wage freeze for the four highest paid Telecommunicators,<sup>1</sup> other than a token bonus paid weekly. That bonus is not included in overtime calculations. Under the Association proposal, it is argued, the wage rate of the four mid-range employees would be brought into line with the wage rates of Telecommunicators in comparable communities, and also decrease the wage differential between the three highest paid Telecommunicators and the remaining four.

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<sup>1</sup> Three of the four remain.

## CITY'S POSITION

A number of years ago, the City states, the bargaining unit had no wages in its Collective Bargaining Agreement. Rather, a citywide matrix was used. Two Contracts ago, it is noted, the bargaining unit wanted a change, and eventually wages were implemented into the Parties' Labor Agreement. The Association approached this round of negotiations, the City points out, asking for an increase of 50¢ per hour except for the three most senior of its members, plus yearly wage increases of 3½%. Those increases total 6.6% to 6.8%, depending on the employee, for the first year.

The City proposes wage increases for each bargaining unit member of 3½% on January 1<sup>st</sup> of 2001, 2002, and 2003.

## DISCUSSION

The Association presented a table of ten comparable communities, including the starting and top hourly wage rates for dispatchers in each. Additionally, the Association calculated the average starting hourly rate of the ten communities to be \$12.80, and the average top rate to be \$16.20 per hour. The Factfinder notes that while Tallmadge's starting rate is 9¢ lower than average, Tallmadge's top rate is 74¢ per hour higher than the average top rate. When considering the median level of wages, the City loses ground, being sixth of the ten in starting rate and seventh in the top rate.

The top hourly rate, however, standing alone, is not convincing. The City noted the top hourly rate for Cuyahoga Falls is reached only after eighteen years of service. A comparably high hourly rate cannot be justified in Tallmadge where the top rate is reached after the five years of service. No evidence was presented to the Factfinder regarding the amount of service required before reaching the top rate in the other comparable communities. Additionally, no evidence was presented of the hourly rates of the mid-range dispatchers of the comparable communities, which is the range of Telecommunicators the Association is attempting to increase over the 3½% offered by the City.

Finally, it is noted that the City has previously settled its negotiations with the Teamsters at yearly increases of 3%, 3½%, and 3½%. Those are also the same increases the City is offering to its Police and Fire bargaining units.

#### RECOMMENDATION

Based upon the foregoing, it is the Factfinder's recommendation that annual wage increases be set at 3½% on January 1, 2001, 2002, and 2003 for each of the seven steps of wages as set forth in Article 23 of the Parties' current Collective Bargaining Agreement.

#### ISSUES OF TENTATIVE AGREEMENT

In addition to the issue at impasse, the Parties have made proposals, concessions, and withdrawal of proposals in the course of bargaining. Tentative Agreement has been reached on the following issues: Work Rules, Notice of Schedule Change, Break Time, Travel and Conference Expenses, Uniform Allowance, Vacation, Holiday and Compensatory Time Off Scheduling, Hospitalization, Court Time, Tuition Reimbursement, Overtime, Lunch Break, Funeral Leave, Bulletin Boards, Reassignment Limitation, Drug Testing, Sick Leave Absence and Abuse Policy, and Longevity. The Parties agreed that in the event the Factfinder's recommendation is rejected by either Party, all Tentative Agreements shall remain in effect. The following issues were proposed by the Association and withdrawn: Shift Differential, Increased Vacation Benefits, Increased Meal Allowance, increased Sick leave, Maternity Leave, and Eye Surgery reimbursement.

It is recommended that the above identified issues of Tentative Agreement be included in the Parties' Contract. It is further recommended the remainder of the Contract, with the exception of the above wage increase recommendation and Tentative Agreements, remain the same as in the immediately preceding Contract.



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Colman R. Lalka, Factfinder

Dated: December 11, 2000  
Madison, Lake County, Ohio