

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2001 JUN 29 A 10: 46

June 26, 2001

In the Matter of Fact-Finding Between

THE CITY OF AMHERST

and

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

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Case No.: 00-MED-10-1127

APPEARANCES

For the City:

Scott F. Serazin
Lonnie Dillon
Sherrill M. McLoda

Asst. Law Director
Chief of Police
Safety/Service Director

For the Union:

Kevin Powers
Sandra Karpinski

Attorney
Union Assistant Representative

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION and BACKGROUND

This matter concerns the fact-finding proceeding between the City of Amherst (the “City”) and the Ohio Patrolmen’s Benevolent Association (the “Union” or “OPBA”). The bargaining unit consists of approximately 5 full-time dispatchers. The terms of the parties’ collective bargaining agreement expired on February 6, 2001.

The parties have participated in numerous negotiations and have reached tentative agreement on all issues but premium pay for holidays. The sole issue at fact-finding is the language of Article XXIV, Section 4.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. The parties declined the fact-finder’s offer to mediate the issues, and a hearing was held on June 11, 2001, at which time the parties were given full opportunity to present their respective positions on the issues. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended. In making the recommendations in this report, consideration was given to criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board.

ISSUE

Article XXIV - Holidays

Union’s Position

Article XXIV, Sections 1 and 2, state that employees will have 12 paid holidays and lists each holiday. Employees in “active pay status” are paid at the base rate of pay for these holidays. Employees scheduled to work on a holiday may choose their holiday time off upon the approval

of the Chief of the Department. However, Section 4 states that if an employee is scheduled to work on four of those holidays, Memorial Day, Fourth of July, Thanksgiving Day or Christmas Day, the employee is entitled to pay at one and one-half times the regular base pay, plus eight hours of holiday pay or holiday time to be taken at a later date, whichever the employee selects. The Union proposes a change to Section 4 of Article XXIV to provide one and one-half pay for all hours worked on any of the holidays enumerated in Section 1, plus the selection of eight hours of holiday pay or holiday time off at a later date.

The Union argues that its proposal has become virtually the industry standard for safety forces. Unlike most municipal operations, emergency dispatch does not shut down just because it is a holiday. The Union's proposal is an attempt to compensate dispatchers for the hardship of having to work on day when most people are enjoying time with family and friends.

The Union's proposed language is:

Section 4. If an employee is scheduled to work on any of the holidays listed in Section 1, he shall be entitled to pay for such time worked at one and one-half his regular base pay, plus he shall receive eight (8) hours of holiday pay. The selection of eight (8) hours of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked.

City's Position

The City argues that the current contract language gives employees roughly the same amount of time off or equivalent pay as other comparable jurisdictions. The current language gives employees 12 holidays and 1 personal day for a total of 13 holidays. In other comparable jurisdictions, dispatchers have fewer holidays, even though are paid one and one-half times the rate of pay for all holidays (Avon Lake & Oberlin) and/or they receive no compensatory time off

(Avon). The City argues that the statistics for any Cuyahoga County jurisdictions cited by the Union should be rejected. These jurisdictions do not have the same demographics as the City of Amherst and, do not have the same tax base or working conditions.

The dispatchers have failed to show any compelling reason for their proposal. Even Amherst Patrol Officers do not receive one and one-half times their rate of pay for all holiday hours worked, as requested by the dispatchers. The internal and external comparables show that the current contract language does not place the dispatchers at a significant disadvantage. The City's proposal to keep the current language should be accepted.

The City proposes keeping the current contract language for Article XXIV, Section 4.

DISCUSSION

The current language of parties' expired agreement yields a total of 216 hours that the dispatchers receive in holiday pay and/or holiday time, for 12 holidays and one personal day. This total is within the range of other comparable jurisdictions. Of the five jurisdictions cited, which are contiguous and/or similar in population and demographics, two yield fewer hours and three years more hours of holiday pay or holiday time given. (Avon - 236; Avon Lake - 204; Oberlin - 200; North Ridgeville - 240; and Lorain - 236.) The jurisdictions cited by the Union that are in Cuyahoga County are not comparable or contiguous to the City of Amherst and cannot be used as a point of comparison. The populations are greater, and they are more urban than rural and offer different tax bases than the City of Amherst.

However, the patrol officers of the City of Amherst can be used as a comparable measure to the dispatchers of the City of Amherst. The City has admitted in its chart that the patrol

officers receive time and one-half pay for hours worked on five holidays, one more holiday than the dispatchers. While the Union could not offer a compelling reason why the dispatchers should receive this premium pay for all holidays worked, the City offered no explanation for the difference between the number of holidays that patrol officers receive premium pay and the number of holidays that dispatchers receive premium pay. Both units must work round the clock, on all shifts, on all days. Therefore, the most compelling argument would be to bring the dispatchers in line with the patrol officers.

RECOMMENDATION

Section 4. If an employee is scheduled to work on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, he shall be entitled to pay for such time worked at one and one-half his regular base pay, plus he shall receive eight (8) hours of holiday pay. The selection of eight (8) hours of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked.

Submitted by:


Virginia Wallace-Curry
Fact-Finder

June 26, 2001
Shaker Heights, Ohio

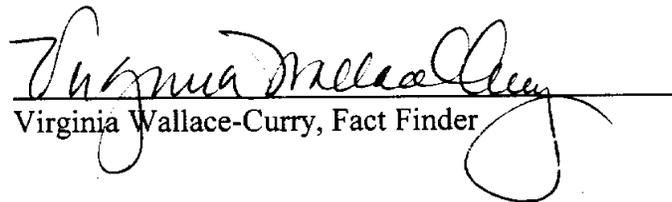
CERTIFICATE OF SERVICE

This is to certify that a true copy of the Fact-Finding Report for the City of Amherst and the Ohio Patrolmen's Benevolent Association was sent to the parties by regular mail and to the State Employment Relations Board by regular U.S. mail on this day, June 26, 2001. The Fact-Finding Report was served upon:

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Virginia Wallace-Curry, Fact Finder