

STATE EMPLOYMENT
RELATIONS BOARD

2001 JUL 13 A 10: 33

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the Matter of Fact-Finding Between	*	<u>FINDINGS AND</u>
		<u>RECOMMENDATIONS</u>
OHIO PATROLMEN'S BENEVOLENT	*	
ASSOCIATION	*	CASE NO. OO-MED-10-1137
	*	
and	*	July 11, 2001
	*	
CITY OF NORTH ROYALTON	*	Charles Z. Adamson, Fact-Finder

Appearances

For the Ohio Patrolmen's Benevolent Association:

**Kevin Powers, Esq.
C/o OPBA
10 Beech Street
Berea, Ohio 44017**

For the City of North Royalton:

**James A. Budzik, Esq.
Johnson & Angelo
1001 Lakeside Avenue
Suite 1700
Cleveland, Ohio 44114**

The undersigned was appointed Fact-Finder in this dispute by the State Employment Relations Board (SERB) on December 1, 2000 pursuant to Section 4117-9-05 of the Administrative Code in respect to a unit of dispatchers employed in the Police Department of the Employer, North Royalton, Ohio. The applicable collective bargaining agreement expired December 31, 2000.

I. HEARING

After mediation the case proceeded to hearing on June 25, 2001 as to the issues where the parties had reached an impasse. The issues remaining at an impasse are the following:

1. Compensation
2. Longevity

II. CRITERIA

In compliance with Ohio Revised Code, Section 4117.14(C)(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this report:

- (1) Past collectively bargained agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest 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;
- (4) The lawful authority of the public employer;

- (5) Any stipulations of the parties;
- (6) 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 in the private employment.

ISSUES AND RECOMMENDATIONS

COMPENSATION

The Union's Position

The Union proposes that contract Article XX, Salary Schedule, reflect the following wage increases:

20.21 Effective at the beginning of the first full pay period in January, 2001 all employees will be paid in accordance with the following hourly rates:

<u>Start</u>	<u>1+</u>	<u>2+</u>	<u>3+</u>	<u>4+</u>
\$12.50	\$13.40	\$14.30	\$15.25	\$16.20

In addition, the Union proposes that any dispatcher currently at Step one or two shall receive a 4% increase until their next anniversary date when they advance to a higher step.

In respect to Section 20.2 the Union proposes that there shall be across the board increase in rates of pay of 4% effective 1/1/02 and 1/1/03.

The Union argues that current pay structure of the police dispatchers employed by the Employer is ahead of the labor market at the lower steps of the salary schedule, but falls below the market rate for dispatchers at the top levels. It asserts that the top rate of pay for a North Royalton Police dispatcher is more than 9% below the regional average. In order to achieve a

more equitable salary schedule the Union proposes freezing the first two salary scheduled steps, while its next two steps would be at rates more reflective of the region. Finally, the Union proposes a new top rate to be added to bring the top wage rate in line with the rest of the dispatchers in the region.

The Union notes that the appropriate labor market for police dispatchers involved in the instant matter is southwest Cuyahoga County. It provided wage schedule information for police dispatchers in Independence, Parma Heights, Parma, Brecksville, Broadview Heights, Berea, Strongsville, Middleburg Heights and North Olmsted. These salary rates were compared with the Employer's salary schedule for the police dispatchers. The Union noted that of all of the police dispatcher wage rates provided by it, the dispatchers employed by Brecksville are not represented by any labor organization. In addition, salary information was provided in respect to the top rates of pay for patrol officers employed by the same suburbs in the southwest Cuyahoga County labor market.

The Employer's Position

The Employer proposes that the police dispatchers receive annual wage increases of 3% for each year of a three year collective bargaining agreement. The Employer notes voters defeated a police levy during the 2000 general election and the May, 2001 election. The purpose of the levy was to generate funds for police department salaries including dispatchers. The levy failures resulted in the loss in excess of \$700,000.00 anticipated revenue.

The Employer's Finance Director testified in support of the Employer's position that it had limited resources available for the dispatchers' wages. The Finance Director explained the Employer's budget for the fiscal year ending December 31, 2001, including the amount reflected

in the Employer's general fund for the police department wages.

The Finance Director indicated that passage of the November, 2001 levy is crucial to the salary issue involved herein. If the November levy passes, the Employer will receive \$700,000.00 which would all be allocated to police salaries, including the salaries of the dispatchers. However, if the levy fails, according to the analysis of the Finance Director, the general fund does not have sufficient funds to make up for the failure of the levy.

The Finance Director indicated that because of the failure of the two levies referred to above, the Employer is operating on a very tight budget and noted that the Employer has additional financial responsibilities because of a new Employer's paid health plan.

Findings and Recommendations

In the instant matter, one of the criteria set forth in Section 4.117.14 of the Ohio Revised Code is particularly relevant. That is a comparison of the wage rates for dispatchers in the southwest Cuyahoga County labor market. The record reflects that in the year 2000 the average starting rates for a police dispatcher is \$11.83 and the average hourly wage rate after five years is \$15.70. The dispatchers in the unit involved herein have a wage rate after the fifth year of employment which is somewhat lower than the wage rate in the suburbs in the southwest Cuyahoga County labor market. It is noted that while the North Royalton dispatchers receive \$14.28 after their fifth year of employment, dispatchers in Parma Heights after the fifth year receive \$14.75, Independence \$15.07, Broadview Heights \$15.50, Berea \$16.99, Middleburg Heights \$14.63 and North Olmsted \$14.85.

Dispatchers after the fifth year in Parma, Brecksville and Berea receive substantially more than the North Royalton dispatchers. However, the undersigned does not consider these

municipalities to be comparable suburbs.

The undersigned is not unmindful of the Employer's tight budget and the fact that the last two police levies have been rejected by the voters. However, in view of the above and the record as a whole, the undersigned makes the following recommendations in respect to the wages rates of the dispatchers in the three year collective bargaining agreement between the parties:

Effective January 1, 2001 - 4%

Effective January 1, 2002 - 4%

Effective January 1, 2003 - 4%

LONGEVITY

The Union's Position

The Union proposes the following in respect to contract Article XXI, Longevity:

21.02 Each employee upon completion of five (5) years of continuous service with the Employer on a full-time basis shall be paid the amount of One Hundred Fifty Dollars (\$150.00) per year. The payment will be made in a lump sum on the first pay period ending after his anniversary date of hire. The amount of longevity shall be paid in accordance with the following schedule:

5 years	550.00	10 years	1050.00
6 years	650.00	11 years	1150.00
7 years	750.00	12 years	1250.00
8 years	850.00	13 years	1350.00
9 years	950.00	14 years	1450.00
		15 years	1550.00

21.02 Annual Longevity shall be paid by check separate from the employee's normal paycheck.

The Union argues that its longevity proposal is modest and would cost the Employer very little in additional money each year.

The Employer's Position

The Employer proposes to add three steps to the current longevity scale while maintaining the current amounts. At present employees receive \$500.00 longevity after five years and \$100.00 increases each year with a maximum of \$1,500.00 after fifteen years. The Employer proposes to modify longevity by including a sixteen year step at \$1,600.00, a seventeen year step at \$1,700.00 and a eighteen year step at \$1,800.00. The Employer notes that its proposal in respect to dispatchers is the same as the tentative agreement with the patrol officers and is the same as the current longevity benefit available to police sergeants. It argues that the Union's proposal of increasing the amount by \$50.00 each year is excessive and is not enjoyed by any other employee of the Employer.

Findings and Recommendations

It is preferable that a certain amount of uniformity in respect to contract benefits exists within a city department. The Employer's proposal in respect to longevity is reasonable under the circumstances, particularly in view of the fact that it is contained in the tentative agreement with the patrol officers and is the current longevity benefit in the police sergeant's contract. Accordingly, in view of the above and the record as a whole, it is recommended that the Employer's position in respect to Longevity (Article XXI) be adopted.


Charles Z. Adamson, Fact-Finder

July 11, 2001