



STATE EMPLOYMENT
RELATIONS BOARD

2006 OCT 23 P 12:17

IN THE MATTER OF IMPASSE X
 BETWEEN X
 THE CITY OF ENGLEWOOD, OHIO X
 AND X
 OHIO PATROLMEN'S X
 BENEVOLENT ASSOCIATION X
 X
 X

**REPORT OF
THE FACT FINDER**

SERB FILE NOS.: 06-MED-02-103 and 104

HEARING: September 22, 2006; Englewood, Ohio

FACT FINDER: William C. Heekin

APPEARANCES

For the City

Dwight A. Washington, Attorney

For the OPBA

Joseph M. Hegedus, Attorney

ADMINISTRATION

By way of a letter dated May 18, 2006, from the State Employment Relations Board (SERB), the undersigned was informed of his designation to serve as fact finder regarding an initial labor contract, negotiations impasse. On September 22, 2006, a fact finding hearing went forward where testimony as well as document evidence was presented. The record was closed at the conclusion of the hearing and the matter is now ready for the issuance of a fact finding report.

FINDINGS AND RECOMMENDATIONS

This matter involves both the Full-Time Dispatchers and the Part-Time Dispatchers employed by the City of Englewood, Ohio (“the City”) Police Department who are now represented in collective bargaining by the Ohio Patrolmen’s Benevolent Association (“the OPBA”). Accordingly, approximately four Full-Time Dispatchers make up one bargaining unit and approximately seven Part-Time Dispatchers make up the other. Thus, the City and the OPBA (“the Parties”) will each be signatory to the two instant collective bargaining agreements involving these two bargaining units (“the Agreement” or “the Labor Contract”).

The Parties have tentatively resolved most of the issues involved in their effort to finalize the two Agreements. This includes several issues which were tentatively agreed upon during the course of the September 22, 2006, fact finding proceedings. Accordingly, a number of issues remain and will be dealt with in this report.

The following criteria set forth in ORC 4117.14 is the basis for the herein recommendations:

* * *

- Past collectively bargained agreements 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, and 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,
- 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 in private employment.

* * *

Importantly, Dispatcher bargaining units as to cities of comparable size located in Montgomery County, Ohio, have been considered for purposes of the above “comparable work” standard. At the same time, it is widely accepted that internal employee bargaining units are the most relevant regarding the “comparable work” standard; especially if within the same department. Here, the City’s Police Department, Police Officers have a collective bargaining agreement with the City (Union Exhibit-J). They are represented by the OPBA as well. Also, it is noted that there are no geographically proximate, external bargaining units involving Part-Time Dispatchers.

Against this backdrop, and in addition to recommending that all tentatively agreed upon contract provisions be adopted, the following is recommended as to the remaining items at impasse:

I
PART-TIME DISPATCHERS
ARTICLE XIV
WAGES

OPBA position: An additional Wages step be included.

City position: No additional step

It is not recommended that there be an additional wages step as proposed by the OPBA. While emphasizing that this is a first time Agreement, this proposal is not felt to be supportable when compared to that available to the City's Police Officers.

**ARTICLE XVII
HOLIDAYS**

OPBA position: That the following provision (Article XVII, Section 2) be included in the Agreement:

All part-time employees required to work on any of the holidays listed above shall be paid at the applicable overtime rate for all hours worked on any of those listed days.

City Position: That the applicable overtime rate be paid only as to the holidays of July 4/Independence Day, Thanksgiving, and Christmas Day.

It is recommended that Section 2 as proposed by the OPBA be added, only if a similar provision becomes part of the Police Officers, labor agreement. This follows in light of the "comparable work" standard and the fact that this is first time Agreement.

**II
FULL-TIME DISPATCHERS
ARTICLE XIV
WAGES**

OPBA position: An additional Wages step be included.

City position: No additional step

It is not recommended that there be an additional wages step as proposed by the OPBA.

**ARTICLE XVII
VACATION LEAVE**

OPBA position: That the following language be included under Article XVII, Vacation Leave:

At least one full-time bargaining unit member per shift may be granted vacation leave. Vacation leave will be granted any time sufficient staff is available to

cover such vacancy. The City reserves the right to schedule Vacation Leave based upon operational needs except that once Vacation Leave is approved it will not be cancelled, except in cases of emergency.

City position: That the following language be included under Article XVII, Vacation Leave:

Sufficient staff is available to cover such vacancy. The City reserves the right to schedule and/or change vacation leaves based upon operational needs. Vacation leave requests submitted prior to March 1st will be given preference by seniority.

It is recommended that the City's proposal be adopted, but with the addition of the following sentence: "Once Vacation Leave is approved, it will not be cancelled unless an operational need arises which makes this unavoidable." This is understood to be in accordance with current practice and a matter of important mutual concern to the Parties. Accordingly, and in light of the external, Montgomery County "comparable work" data cited by the OPBA(Union Exhibit-D), it is felt appropriate that the subject of possible Vacation Leave cancellation be expressly dealt with by the Agreement.

ARTICLE XXIV HOURS OF WORK

OPBA position: That the following language be included under Article XXIV, Hours of Work:

Section 1. Shift assignments for full-time employees shall be bid annually and awarded by preference based on seniority. Days off, however, shall continue to be rotated according to the current practice. The Employer may transfer an employee from his or her bidded shift for operational reasons. However, except in cases of emergency, employees may not be permanently transferred from their bidded shift without at least seven (7) days written notice.

Section 2. Employees may trade shift assignments, with notice to the Employer, as long as the trade is completed totally within the same period.

City position: Current practice.

It is recommended that the City's proposal be adopted. In finding that shift assignment and scheduling as addressed in the OPBA's proposal are of considerable importance to the

operation of the Police Department, there is not a sufficient basis for recommending otherwise at this time.



William C. Heekin
October 20, 2006
Cincinnati, Ohio