

dispatch unit also provides dispatch service for Montville Township Police Department and Medina Township Police, Fire and Emergency Medical Service.

The current Collective Bargaining Agreement expired on 31 October 2007 and was a two year agreement. The parties have tentatively agreed that the successor agreement shall be for the term from 1 November 2007 until 31 October 2010. The parties met for three negotiation sessions but were unable to reach agreement on seven key issues. On 8 May 2008 the State Employment Relations Board appointed Daniel L. Merritt Esq. as the impartial Fact Finder in compliance with Ohio Revised Code Section 4417 14 (c)(3).

A Fact Finding hearing was scheduled and conducted on Tuesday 27 October 2008 at the conference room in City of Medina Police Department. Mediation was briefly discussed by the parties. One significant issue was resolved by the parties during the hearing and will be noted later in this report. The following issues remaining to be resolved include ARTICLE 9 Seniority; ARTICLE 20 Stress Days; ARTICLE 22 Uniform Allowance; Article 24 Travel, Telephone and Educational Benefits; ARTICLE 25 Group Hospitalization; ARTICLE 26 Wages; and a new ARTICLE Training Pay. The parties presented a great deal of documentary evidence to support their respective position on each issue. Witnesses testified on behalf of both parties to provide additional information for particular issues.

The Fact Finder considered all testimony given and all of the detailed documentation submitted by the parties in reaching conclusions and recommendations stated below. The Fact Finder also considered the criteria listed in Rule 4117-9-05 (k) of the State Employment Relations Board.

The following statutory criteria served as guidelines.

The FACT-FINDER, in making Recommendations, shall take into consideration all reliable information relevant to the issues, including, but not limited to:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of unresolved issues related 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, 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and
- (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 agree upon dispute settlement procedures in the public service, or in private employment.

APPEARANCES

For The Employer

Jon Dileno Esq.	Attorney for Employer
Denise Indovina	Supervisor –Communication
Greg Mason	Lieutenant

For the Union

Daniel J. Leffler Esq.	Attorney for the Union
Walter Krzynowek	Dispatcher

ISSUES AND RECOMMENDATIONS

ARTICLE 9 SENIORITY

Union Position

The Union seeks a return to a shift system based upon seniority in which "Employees shall select their shift assignment based on seniority from the highest to lowest in seniority. Annual shift selection shall take place on or about December 1 of each year. The City may alter an employee's shift assignment 1) during an emergency situation that affects the City or 2) with at least (60) days advance notice; however, an employee may not be reassigned more than once per year or 3) at the employee's request, which shall solely be within the Chief's discretion to grant or deny.

The present system splits the seniority into two groups and is bid twice a year with changes every three months. The present system makes it difficult for officers with a family to participate fully in family life and duties.

Employer Position

The Employer seeks to maintain current contract language. The City of Medina has used discretion in shift scheduling. Employees currently bid on evening, morning and afternoon shifts and "days off" are currently rotated every three months so dispatchers can have some weekends off from work. Previously the old shift bid system locked schedules in place so some employees might never get the opportunity to change to a more desirable shift schedule.

The Employer maintains that shift scheduling is an inherent management right which is necessary to provide efficient and adequate staffing for each shift. The Union seeks to seize this basic management right to provide a desirable schedule for a few with high seniority. The present system is fair to the majority of employees and any change would be unfair to that majority. No other police department in Medina County has had such restrictions placed upon its management right to assign shift schedules.

Discussion

The Fact Finder agrees with the City's contention that shift assignment is a critical Management right which is essential to maintain adequate personnel levels for all shifts. However such a right is not absolute and can be modified in the collective bargaining process. In the case at hand the Fact Finder also agrees with the City's presentation of fairness in the present system of shift assignments used by the City. The employees are provided with a fair chance to secure a desirable schedule and to

change it in a reasonable amount of time to another desired schedule. Meanwhile the City secures and maintains properly staffed shifts for public safety.

Fact Finder Recommendation

The Fact Finder Recommends that the present Collective Bargaining Agreement of ARTICLE 9 SENIORITY be maintained.

ARTICLE 20 STRESS DAYS

Union Position

The Union seeks to maintain current Collective Bargaining Agreement language. The Union agrees that scheduling related stress is real and that these days off help alleviate the stress related to shift schedules.

Employer Position

The City proposes to delete the entire ARTICLE 20 STRESS DAYS from the Collective Bargaining Agreement. The dispatchers currently have eleven paid holidays and very reasonable vacation benefits. Dispatchers are allowed to convert two such days into two additional holidays under this provision. The City maintains that his exorbitant and not necessary. The provision for stress days should be eliminated from the Collective Bargaining Agreement.

Discussion

The Union maintained that shift scheduling and a significant increase in dispatch duties has increased the stress level of dispatchers. The Union also maintains that the stress days provision is necessary and should be maintained. The City would like to cut funding for this provision.

Recommendation

The Fact Finder agrees that the stress day provision is currently necessary given the workload and scheduling of dispatchers. The current language of ARTICLE 20 STRESS DAYS should be maintained.

ARTICLE 22 UNIFORM ALLOWANCE

Union Position

At the present time the union members receive \$960.00 in yearly uniform allowance to maintain the quality of their uniforms. The Union seeks to retain current Collective Bargaining Agreement language.

Employer Position

The City introduced testimony to show that the cost of maintaining uniforms is much less than the current allowance. Comparables introduced show sixty dollars (\$60.00) more than the second highest group; the Medina County Sheriffs. The range

for the comparables is \$960.00 for Medina City to \$525.00 for Wadsworth City. The City proposed to reduce the uniform maintenance allowance from \$960.00 to \$800.00.

Discussion

The City is seeking an almost seventeen percent decrease in uniform allowance. The cost of cleaning and maintaining clothes has increased significantly these past years. As cleaning products have been down sized the cost of simple laundry soap has increased. Commercial dry cleaning and laundry has also increased significantly. The cost of simple clothing alteration or repair has also increased significantly along with shoe maintenance and repair

Recommendation

The Fact Finder recommends that the current language of ARTICLE 22 UNIFORM ALLOWANCE be maintained

ARTICLE 24 TRAVEL, TELEPHONE

AND

EDUCATIONAL BENEFITS

Union Position

The Union seeks to add an educational benefit that other bargaining units have in their contract. Specifically the Union seeks to add: "Upon receipt of, or proof of having earned, LEADS certification, an associate degree in the law enforcement field or a four

(4) year baccalaureate degree from an accredited university, a dispatcher shall receive additional compensation in the amount of Three Hundred Fifty Dollars (\$350.00) payable semi-annually in July and December of each contract year.”

The Union also maintained that dispatchers must be knowledgeable and able to communicate with officers and the general public. The dispatchers deal with the public and often in emergency situations. The educational training certainly enhances the dispatchers ability to deal with the public and benefits the City of Medina.

City Position

The Union is seeking a benefit currently granted in the Collective Bargaining Agreement with the City of Medina’s patrol officers. The officers must have earned an Associates Degree or Bachelors Degree. The patrol officer deals with the general public face to face in crisis situations and interact with citizens in general. These unique demands are not encountered by dispatchers. The City maintains that there is no justification for this proposal.

Discussion

The dispatchers are police officers who interact constantly with offices from other jurisdictions to provide police, fire and EMS services. These officers also interact daily with the general public for routine and emergency services. The City benefits from well educated officers on the street, phone or radios daily. The LEADS certification is required for the job but the advanced work for an associate and bachelors degree is an enormous benefit for the City.

Recommendation

The Fact Finder recommends that the following Section be added to ARTICLE 24: "Section 7. Upon receipt of or proof of having earned an associate degree in the law enforcement field or a four (4) year baccalaureate degree from an accredited university, a dispatcher shall receive additional compensation in the amount of Three Hundred Fifty Dollars (\$350.00) payable semi-annually in July and December of each contract year."

ARTICLE 25 GROUP HOSPITALIZATION

The parties tentatively agreed that effective 1 January 2009 the employees premium contributions would increase from five percent to six and one half percent (6.5%). Further more, no changes would be made in the language of this ARTICLE.

ARTICLE 26 WAGES

Union Position

The Union agreed to accept a change in compensation with a 3.25% increase effective 1 January 2008; a 3.0% increase effective 1 January 2009 and a 3.0% increase effective 1 January 2010.

The Union also seeks to have the City pay (10%) ten percent of the employee's contribution to the Public Employee Retirement Systems. Other City bargaining units have negotiated for the full ten percent (10%) payment of employment contributions.

The Union is also seeking additional hourly rate increase for the dispatchers. The rate increase sought was \$0.15 per hour for each fire department or ambulance service outside of Medina and \$0.45 per hour for each police department outside the City of Medina. This stipend is to compensate dispatchers for additional duties outside Medina.

City's Position

The City recommended that the union adopt the percentage increases agreed to by the City and the patrol officers bargaining unit. The wages accepted by the parties include a first year increase of (3.25%) three and one quarter percent; a second year increase of three per cent (3.0%) and a third year increase of three per cent (3.0%)

The City also maintained that the hourly stipend suggested by the Union was not warranted. The City spent considerable sums of money to upgrade the dispatch office and new dispatch equipment. The new technology has made it possible to do more for many. More dispatchers are on duty than before the assumption of dispatch services for other jurisdictions. The hourly rate requested is not warranted

Discussion

The Union at the hearing agreed to the 3.25%, 3.0% and 3.0% pay increases. The increase in "pick up" of the retirement payment from 9% to 10% remained along

with an hourly rate increase for dispatch services outside of the City of Medina. The City rejected the hourly increase as inappropriate. The City did not plead inability to pay but noted the City of Medina growth in tax revenue had flattened out. The current economic climate does not support increased growth in tax revenue for the City. The City is being fiscally responsible in its rejection of the hourly rate.

Discussion

The Fact Finder noted that at the hearing the parties agree to the actual wage increases accepted by the patrol officers unit. The “pick up” by the City of an additional 1% for a total of 10% is a very reasonable request especially when viewed with acceptance of the City's wage offer.

The Hourly rate increase sought by the Union is not based on solid facts and figures. Both parties ought to seek verifiable statistics to show the real change in dispatcher duties and related costs in jurisdictions who have contracted with the City of Medina since 2004. The City invested money in offices, equipment, technology and personnel. The wisdom of such investments should be noted and recognized. The Union's request for an hourly rate stipend is not supported by the data at this time. The general economic climate also will continue to present a bleak outlook for revenue growth. Therefore the Fact Finder cannot support the reasoning for an hourly rate stipend for dispatchers at this time.

RECOMMENDATION

ARTICLE 26 WAGES should include the following Section

Section 1. (A) Effective the first pay after January 1, 2008, members of the bargaining unit shall be compensated in accordance with the following three and one-quarter percent (3.25%) increase to pay grades and step increases as appropriate:

DISPATCHERS

2008	A	B	C	D	E	F
Hourly	\$14.50	\$15.26	\$15.99	\$16.76	\$17.64	\$18.52
Annual	\$30,152.30	\$31,741.53	\$33,266.32	\$34,855.55	\$36,681.01	\$38,527.94

(B) Effective the first pay after January 1, 2009, members of the bargaining unit shall be compensated in accordance with the following three percent (3.0%) increase to pay grades and step increases as appropriate:

2009	A	B	C	D	E	F
Hourly	\$14.93	\$15.72	\$16.47	\$17.26	\$18.16	\$19.08
Annual	\$31,056.87	\$32,693.77	\$34,264.31	\$35,901.21	\$37,781.44	\$39,683.78

(C) Effective the first pay after January 1, 2010, members of the bargaining unit shall be compensated in accordance with the following three percent (3.0%) increase to pay grades and step increases as appropriate:

2010	A	B	C	D	E	F
Hourly	\$15.38	\$16.19	\$16.97	\$17.78	\$18.71	\$19.65
Annual	\$31,988.58	\$33,674.59	\$35,292.24	\$36,978.25	\$38,914.88	\$40,874.30

Section 2. The City will pay **ten percent (10%)** of the employee's contribution to the Public Employee Retirement System. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Public Employee Retirement System and as explained herein. (Appendix B).

Section 3. All bargaining unit members shall receive within thirty (30) days of execution herein a lump sum payment, constituting back-pay to the first pay after January 1 2008. The new pay scale announced herein shall be immediately implemented by the City upon execution of the collective bargaining agreement and shall be retroactive to the first pay after January 1, 2008.

NEW ARTICLE – TRAINING PAY

Union Position

The Union is seeking a one dollar increase for each employee who is designated as a training office by the Police chief or his designee. Each trained officer would receive one dollar (\$1.00) per hour for all hours assigned to training duties.

Employer Position

The City proposed to maintain current contract language. The training has been done by a variety of officers in a variety of units over many years. The City currently invests resources for training the trainers and pays them for such work.

Discussion

The training functions under discussion with the proposed new ARTICLE have been assumed by each unit as part of the job. Indeed the City invests in the Training and certification of the Trainer as well as the training of new officers. The tasks are part of the officer's paid duties at present and the Fact Finder has received no facts or evidence to change this conclusion.

Recommendation

Maintain current contract language.

The Fact Finder in reaching the above conclusions and recommendations carefully considered the testimony of witnesses, exhibits and Fact Finder Reports submitted in support of the respective position of the parties.

Entered the day
7 November 2008
Sylvania, Ohio


Daniel L. Merritt Esq.
Neutral Fact Finder