STATE EMPLOYMENT
RELATIONS BOARD

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In the Matter of Factfinding

Between

OPBA

And

The City of Galion, OH.

SERB Case Nos. 2007-MED-10-1061, 1062, 1063

Before: Harry Graham

APPEARANCES: For OPBA:

Joseph Hegedus
OPBA
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For the City of Galion, OH.:

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INTRODUCTION: Pursuant to the procedures of the Ohio State Employment Relations Board a meeting was had in this matter in Galion, OH on January 23, 2008. At that meeting the parties were provided every opportunity to present their positions on all issues outstanding between them. At the conclusion of the day all concerned agreed it was necessary this Factfinding report be issued.

BACKGROUND: It is the case that Galion has fallen on hard economic times since the start of the 21st century. In 2004 the City was declared to be in a fiscal

emergency. For several years employees of the City, including members of these bargaining units have not had an increase in their base wage. In 2007 the City made a lump sum payment to employees. It remained the case that base wages were not increased. The health insurance plan made available to employees was drastically altered. The traditional form of health insurance was supplemented by a Health Savings Account. By the nature of such insurance, it provides for high out-of-pocket expenditures by employees. Only one member of these bargaining units remains in the traditional health insurance plan offered by the City.

As the City is in fiscal emergency the State monitors its expenditures. Needless to say, this is not a situation conducive to easy resolution of the differences between the parties. On the one hand, employees have a strong claim to compensation increases. On the other, the resources of the City are severely constrained. These points were thoroughly discussed by all at the meeting on January 23, 2008.

ISSUES: The parties agree on the issues in dispute between them. These are:

1. Hours of Work
2. Sick and Injury Leave
3. Wage increase
4. Longevity pay
5. Insurance
6. Holiday pay
7. Uniform allowance

ISSUE 1, HOURS OF OVERTIME

POSITION OF THE UNION: This issue concerns solely the Police Officers bargaining unit. The Union proposes a change in the manner in which special event work is filled by Galion police. Without going into great detail, the Union

proposal calls for advertising the availability of such work via bulletin boards and at roll call. It also calls for the filling of such tasks by total seniority of bargaining unit members. The Union asserts its proposal represents a fair and equitable manner to allocate special event work and its attendant opportunities for extra income.

POSITION OF THE EMPLOYER: The City opposes the proposal of the Union. It contends that no difficulties have been experienced in filling extra work opportunities. No inequity exists. The Union cannot point to a problem requiring solution. As that is the case, no change is justified the City asserts.

DISCUSSION: I am not persuaded a serious problem exists with respect to special event assignments. It was pointed out that there exists a Labor/Management Committee. This issue is suitable for discussion in that forum. It is recommended that the issue of work at special events be discussed in that setting. Further, the existing Letter of Understanding on overtime *assignments and compensatory time dated 10/15/02 should continue for the life* of the forthcoming Agreement.

ISSUE 2, SICK AND INJURY LEAVE

POSITION OF THE UNION: The Union proposes no change in sick and injury leave, Article 16. It contends there have been no difficulties with such leave and that no change is justified. The Union has several other proposals in Article 16 as well. In Section 16.5 it proposes that the words "an employee" be stricken and the words "a patrol officer or lieutenant" replace them. There is also in Section 16.5 language dealing with the situation when a dispatcher is unable to report for

work. In Section 16.14 there is an extensive proposal on sick leave donation. The Union points out that donation of sick leave is well-accepted in municipal labor agreements in Ohio and it asserts that no cogent reason exists for it not to be instituted in Galion.

POSITION OF THE EMPLOYER: The City is proposing a change in the definition of the immediate family of employee's. It contends the existing definition is overly broad. It proposes that people who are in the relationship of brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law be removed from those for whom leave may be used for.

DISCUSSION: As related at the hearing in Galion there has not been extensive use of the immediate family as presently defined in Section 16.3. Apparently sick leave use to care for a brother, sister etc. as presently set out in Section 16.3 is minimal at best. The proposal of the City appears to represent a "clean-up" of the language. It is recommended to the parties.

The definition set out in Section 16.5 is overly broad. The proposal of the Union is specific to patrol officers and lieutenants and represents a refinement of existing language. It is recommended. So too is the phraseology found elsewhere in the Union's proposal in 16.5 dealing with the situation when a dispatcher is unable to report to work. That proposal is recommended without modification.

Section 16.14 is concerned with donation of sick leave. The Union is correct to point out that such language is often seen in Ohio. The ability to donate

sick leave to a colleague in need reflects well on employees. The proposal of the Union is specific to the police department. It is recommended to the parties.

ISSUE 3, WAGE INCREASE

POSITION OF THE UNION: *The Union proposes there be a three percent* (3.0%) wage increase retroactive to January 1, 2008, another January 1, 2009 and a third, January 1, 20010. It is clear that members of the bargaining units involved in this proceeding have assisted the City in its time of fiscal difficulty. They accepted wage freezes. They assented to lump-sum payments that were not reflected in the wage base. In 2007 inflation as measured by the Consumer Price Index (CPI-U) exceeded four percent (4.0%). The Union is aware of and acknowledges that the City remains in serious financial difficulty. It insists that given the history since 2000 that a modest wage increase must be made.

The Union also makes a wage proposal specific to dispatchers. It proposes that those working from 4:00p.m. to 8.00p.m receive a shift differential pay of .50 per hour. Additionally, the Union proposes alterations in the Certification Pay made to members of these bargaining units. The proposals of the Union are specified in Employer Counterproposal 2, presented at the hearing.

POSITION OF THE EMPLOYER: The City proposes there occur three two percent (2.0%) wage increases. The initial one would be retroactive to January 1, 2008 with the succeeding ones made on January 1, each year thereafter. The City points out that it remains in serious financial difficulty. The offer of the three two percent increases represents a major effort on its part. The City acknowledges that there has not been an increase in the wage base for several

years but maintains that given its financial difficulty, the three two percent increases represents the utmost it can offer. The City sees no virtue in the proposal of the Union for a shift differential payment for dispatchers working from 4 p.m. to 8 p.m. There is agreement with the Union on the certification pay proposal as set forth in City Counterproposal 2 on the wage issue.

DISCUSSION: It is the case that the Union has acknowledged the difficult financial circumstances faced by the City in the present decade. The concept of an orderly increase in the base wage to which all are accustomed has not been followed in Galion. Wage increases have been foregone by the Union. Its members have accommodated the City. Bargaining Unit members have realized the extraordinary financial problems facing the City and have tempered their expectations. Increases in compensation have been minimal and not reflected in the wage base. The proposal of the Union is not extraordinary. It is a mainstream proposal being seen in Ohio in 2008. On the other hand, the proposal of the Employer is at the very low end of the range being experienced in the State. Were it the case that the City had made normal wage increases in recent years that proposal could be looked upon with more favor than this neutral regards it presently. Acknowledging that the proposal of the Union represents a stretch for the City to fund, it must be recommended given the sacrifices made by bargaining unit members in recent years. It is recommended that there occur three three percent (3%) wage increase. The initial one should be made retroactive to January 1, 2008. Succeeding three percent (3%) increases should be made on January 1 2009 and January 1, 2010.

The proposal of the Union for shift differential pay for dispatchers working from 4 p.m. to 8 p.m. is not recommended. The proposal of the Union regarding certification pay as reflected on Employer Counterproposal 2 is recommended.

ISSUE 4, LONGEVITY PAY

POSITION OF THE UNION: .The Union proposes an increase in longevity pay. It notes such pay has not increased for many years. Its proposal calls for a $50.00 payment for completion of years 1 through 2, $60.00 for years 3 through 5 and $$80.00 for years over 6.

POSITION OF THE EMPLOYER: The City proposes no change in the longevity pay schedule currently existing in the Agreement. It contends no change is warranted. Further, given its financial position, discussed above, an increase in longevity pay should not be made according to the City.

DISCUSSION: The proposal of the Union on longevity pay is recommended to the parties. It was not contested that longevity pay in Galion has not increased for many years. The increase represents $15.00 for each place on the longevity scale. That is not an extraordinary increase. Given the assistance of the Union to the City in the time of its financial difficulty the proposal of the Union is justified.

ISSUE 5, INSURANCE

POSITION OF THE UNION: As noted above there is a Health Savings Account in the City. The City makes payments towards the Health Savings Account in monthly increments at set out in the MOU of December 15, 2005. The Union proposes those payments be made in one lump sum, on January 1 of each year. In that way employees will have the funds available throughout the year.

POSITION OF THE EMPLOYER: The Employer proposes no change in the existing health insurance program. To make the entire Health Savings Account payment in a lump sum at the start of the year poses a cash flow problem. Further, once funds are transferred to employees, they are the property of the employee. Should an employee leave city service during the year those funds cannot be recouped by the Employer. No change in the premium contribution is proposed by the City.

DISCUSSION: The proposal of the City must be recommended. It is the case that should a lump sum payment for the Health Savings Account be made at the start of the year the funds become the property of the employee. Were an employee to leave city service, the funds cannot be recouped by the City. That is not sensible. It was not shown by the Union that any difficulty existed in the present manner of providing payment towards the Health Savings Account. No cogent reason for change was advanced by the Union. Nor was any particular need for an increase in the premium payment demonstrated. The position of the Employer as expressed in the MOU of December 14, 2005 is recommended.

ISSUE 6, HOLIDAY PAY

POSITION OF THE UNION: The Union proposes that Easter be made a holiday paid at premium pay. It contends such pay is commonplace in the industry. As that is the case, industry standards support its proposal in the view of the Union.

POSITION OF THE EMPLOYER: The City is opposed to the position of the Union. It sees no need for the increase in pay for work on Easter. As that pay has not been made, it should not be made in the opinion of the Employer.

DISCUSSION: Little discussion is needed on this issue. The proposal of the Union regarding pay for work performed on Easter is recommended. It is the standard in the industry. It is commonly seen. There is no reason not to institute the pay sought by the Union.

ISSUE 7, UNIFORM ALLOWANCE

POSITION OF THE UNION: The Union points out that uniform allowance has not increased for some years. Given the general inflationary tendency in the economy an increase is warranted in its view. It proposes the uniform allowance be increased $100 in each year of the Agreement. Similarly, there has not been an increase in the payment for contact lenses and eyeglasses damaged on the job. Some increase must be made according to the Union.

POSITION OF THE EMPOYER: The proposal of the Union is rejected by the City. It claims no increase in either the uniform allowance or payment for contact lenses is justifiable. It contends the amounts provided in the current agreement *are sufficient.*

DISCUSSION: The Union correctly notes that the Uniform Allowance has not increased recently. Some increase is justifiable. That does not necessarily call for a recommendation that the proposal of the Union be embraced in its entirety. That proposal is on the high side, even given the history of no increase in uniform allowance. It is recommended that the uniform allowance be increased $50.00 in each year of the Agreement. (Total $150.00). Payments for contact lenses damaged on the job should rise to $150.00 and $250.00 for eyeglasses damaged on the job.

MISCELLANEOUS: All current MOU's should remain in force with the exception of the MOU on physical fitness and the "me too" MOU. With particular reference to the "me too" MOU, consideration must be given to developments that often occur with such MOU's. Their invocation can lead to endless rounds of negotiations between the Employer and the various unions with which it deals. That phenomenon has been experienced by this neutral and is to be avoided. Hence, the recommendation against continuation of the "me too" MOU.

Signed and dated this 6th day of February, 2008 at Solon, OH.

Harry Graham
Factfinder