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FACTFINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

November 17, 2009

In the Matter of:

City of North Canton)

and)

Ohio Patrolmen's Benevolent Association)

Case No. 08-MED-05-0629

Police Dispatchers

APPEARANCES

For the City:

Robert J. Tscholl, Attorney

Earle E. Wise Jr., Director of Administration

Alexander Zumbar, Director of Finance

For the Union:

Mark Volcheck, Attorney

Randy Freas, Union Director

Patricia L. Yagielski, Chief Dispatcher

Fact Finder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the City of North Canton and the Ohio Patrolmen's Benevolent Association. The city is located in Stark County and has a population of approximately 17,000. The union represents four full-time dispatchers, including a chief dispatcher.

The parties are negotiating a successor agreement to the one that expired on July 31, 2008. Negotiations began in June 2009 and the parties met on approximately three occasions. When the parties were unable to reach an agreement, the Fact Finder was appointed. A fact-finding hearing was held on October 30, 2009.

The recommendations of the Fact Finder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;
- (c) 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The parties submitted three issues to the Fact Finder. For each issue, the Fact Finder will set forth the positions of the parties and summarize the arguments and

evidence presented by them in support of their positions. He will then offer his analysis for each issue, followed by his recommendation.

1) Article 17 - Overtime Pay Allowance, Section 17.05 - Overtime

Calculation - The current contract counts holidays, vacation, funeral leave, sick leave, and compensatory time as time worked for purposes of computing overtime. The city proposes that only hours actually worked be included in the calculation. The union wishes to retain the current contract language.

City Position - The city argues that its demand ought to be adopted. It points out that its employees are paid substantial amounts of overtime. The city notes that 20% of the patrolmen's hours are paid at overtime rates. It suggests that the dispatchers also receive considerable amounts of overtime pay.

The city contends that it faces a very difficult financial situation. It reports that in recent years the Hoover Company, its largest employer, reduced its employment as a result of downsizing and the relocation of corporate offices. The city states that after Hoover's parent corporation, Maytag, was purchased by Whirlpool, Whirlpool sold Hoover to Techronic Industries, which moved operations to Mexico. It stresses that the result was a very large reduction in tax revenues.

The city maintains that its poor financial condition is reflected in the recommendations contained in a January 6, 2009, performance audit by Mary Taylor, the state auditor. It indicates that the report recommends that it seek a wage freeze in 2010 and limit wage increases in 2011 and 2012 to 1%. The city observes that the auditor's report also advised it to renegotiate contract provisions that provided more than peer or industry standards and to seek an increase in employee health insurance contributions.

The city emphasizes that in fact-finding for the patrolmen, Fact Finder Christopher Miles recommended that only hours actually worked should count toward overtime. It reports that his recommendation was accepted by both sides. The city notes that the rationale Miles offered for his recommendation regarding the calculation of overtime was that it was necessary to generate savings to pay for his recommended wage increases.

The city argues that the single most important criterion in fact-finding is the treatment of other bargaining units. It observes that both the patrolmen and the lieutenants accepted the change that it seeks from the dispatchers. The city acknowledges that the service employees can count holidays, vacation, and funeral leave toward overtime but stresses that they received a wage freeze effective August 1, 2009, followed by a 1.2% increase effective August 1, 2010, and 1.4% effective August 1, 2011.

Union Position - The union argues that the current contract language ought to be retained. It suggests that the financial situation is not as bad as the city indicates. It observes that some new companies have come to the city and others have increased their employment. The union asserts that the city's attempt to eliminate a substantial negotiated benefit is unwarranted.

The union contends that it has been forced to accept significant concessions in health insurance. It points out that it faces higher annual deductibles, out-of-pocket maximums, office and prescription drug co-pays, and premium contributions. The union indicates that the result is a cost increase equal to 4.1% of the base wage for those with single coverage and 8.4% for those with family coverage. It complains that this is a higher percentage than for the patrolmen.

The union maintains that the city's demand is not supported by the data for comparable jurisdictions. It indicates that the data for 21 surrounding jurisdictions shows that many include paid time in the calculation of overtime pay.

The union charges that the city is trying to treat the dispatchers differently from the service employees. It reports that in fact-finding for the service workers the city proposed eliminating all paid time off from the overtime calculation. The union acknowledges that Fact Finder Miles recommended excluding sick leave but stresses that the city accepted his recommendation to include holidays, vacation, and funeral leave in the overtime calculation.

Analysis - The Fact Finder recommends that the city's demand be adopted. The city is facing a difficult financial situation yet it is offering significant wage increases based on the recommendations of Miles. He made it quite clear that his recommended wage increases depended on savings in other areas, including reducing overtime costs by changing the way overtime is computed. Since the Fact Finder will recommend the wage increases granted to the patrolmen, he must recommend the rest of the pattern-setting settlement.

Recommendation - The Fact Finder recommends the city's demand that Section 17.05 of Article 17 be dropped from the contract.

2) Article 17 - Overtime Pay Allowance, Section 17.06 - Right of First

Refusal - The current contract gives members of the bargaining unit the right of first refusal to replace a member of the bargaining unit who is off due to vacation, comp time, sick leave, funeral leave, or a regular day off where the shift would otherwise fall below

the minimum staffing required by department policy. The city proposes eliminating this provision. The union wishes to retain it.

City Position - The city argues that its demand ought to be adopted. It points out that its proposal will allow it to use part-time dispatchers to avoid the payment of overtime. The city stresses that its proposal was recommended by Miles in the dispute with the patrolmen and is now part of that agreement.

Union Position - The union argues that the city's demand is not justified and should be rejected. It states that while Miles observed that part-time patrolmen are paid about 30% of the full-time patrolmen's overtime rate, it is not clear how much savings there would be in the case of the dispatchers.

The union contends that Miles failed to consider comparable jurisdictions. It observes that dispatchers in some of the surrounding jurisdictions have the right of first refusal but acknowledges that others do not. The union adds that the city's patrolmen have the right of first refusal for extra jobs with the exception of bingo.

Analysis - The Fact Finder must recommend the city's demand. As indicated above, the city's proposed wage increase is predicated on savings in other areas, including overtime. Since the Fact Finder will recommend that the dispatchers be granted the same wage increase as the patrolmen, he must also recommend that they make the same concessions with respect to overtime.

Recommendation - The Fact Finder recommends the city's demand that Section 17.06 of Article 17 be dropped from the contract.

3) Article 27- Wages, Section 27.01 - Wage Rates - The current contract includes a three-step wage schedule for dispatchers with a maximum rate of \$17.45 per

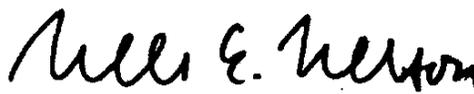
hour after one year. It also sets a \$20.82 per hour wage rate for the chief dispatcher. The city and the union both propose a 2% wage increase effective August 1, 2008, and 2 ½ % wage increases effective August 1, 2009, and August 1, 2010.

Analysis - The Fact Finder believes that the pattern established by the patrolmen and lieutenants should be extended to the dispatchers. The pattern includes the changes the city sought with respect to the calculation of overtime and the right of first refusal, which the Fact Finder has recommended above, and the proposed wage increases in Article 27, Section 27.01.

Recommendation - The Fact Finder recommends the following contract language:

	Effective 8/1/08 2% GWI	Effective 8/1/09 2½ % GWI	Effective 8/1/10 2½% GWI
Chief Dispatcher	\$21.24	\$21.77	\$22.31
Dispatcher A	17.80	18.25	18.71
Dispatcher B (2 nd 6 Months)	16.90	17.32	17.75
Dispatcher B (1 st 6 Months)	16.01	16.41	16.82

4) Other Issues - The Fact Finder recommends that tentative agreements reached by the parties be adopted.



Nels E. Nelson
Fact Finder

November 17, 2009
Russell Township
Geauga County, Ohio