

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
March 7, 2014

In the Matter of:)	
)	
The Ohio Patrolmen's Benevolent Association (Dispatchers))	2013-MED-07-0804
)	
)	SERB Case No:
)	13-MED-07-0840
vs.)	
)	
The Boardman Township Trustees)	
)	
)	

APPEARANCES

For the Union:

Jeff Perry, OPBA Bargaining Representative
Christy Anderson, Boardman Township Dispatcher
Cassandra Quiggle, Boardman Township Dispatcher
Ed Sutak, Boardman Township Dispatcher

For the Boardman Township Trustees:

Robin Bell, Clemans, Nelson and Associates Regional Manager
Melissa Fisco, Clemans, Nelson and Associates
Stephanie Landers, Assistant Township Administrator
Jack Nichols, Chief of Police Boardman Township

Fact Finder: Dennis M. Byrne

Background

The fact-finding involves the Boardman Township Trustees (Employer) and the Boardman Township Police Communications Staff (Dispatchers/Union) represented by the Ohio Patrolmen's Benevolent Association. The bargaining unit consists of the nine (9) full time and two (2) part-time communications personnel employed by the Sheriff. Prior to the Fact Finding Hearing, the parties engaged in a number of negotiating sessions for a successor agreement to a contract that expired on December 31, 2013. The parties made a number of changes to their contract, but were unable to reach agreement on all of the open issues. Consequently, there are three (3) issues still on the table. These issues are (1) Bereavement Leave; (2) Master Dispatcher/Trainer; and (3) Base Wage Increment and (3a) the number of Steps on the Wage Scale.

The Fact Finder offered to mediate the outstanding issues, and the parties were agreeable. During the mediation, the bereavement issue was settled. However, the parties were unable to agree on the wage and training issues. Consequently, there was a formal hearing over those issues. The Mediation/Hearing commenced at 10:00 A.M. on February 14, 2013 at the Boardman Township Building and ended at approximately 1:00 P.M.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations in Rule 4117-9-05. The criteria are:

- (1) Past collectively bargained agreements, if any.
- (2) 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.
- (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 standards 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 private employment.

The Fact Finder's recommendations will be based on the above criteria, and discussed in the following report.

Introduction:

The major disagreement between the two parties is the wage issue. The parties' positions mirror the positions taken by management and unions throughout the State and Nation. The Trustees contend that the Township's financial position is precarious and that they must control costs throughout the Township in order to avoid serious financial problems in the coming years. The Township's finances have improved somewhat over the last few years; however, the Trustees' representative pointed out that because Boardman is a township that its main source of revenue is the property tax. Consequently, it has only limited ability to raise revenues. The Township testified that property tax revenue lags changes in the overall economy, and that it is still trying to recover from the great recession.

The Union contends that the economy has rebounded, especially in the Mahoning County/Youngstown area because of the Utica shale energy industry that is exploding in the area. The Union also stated that the overall economy of the area was improving and that employment and incomes were rising. Therefore, the Union argued that the Township could afford to meet the Dispatcher's wage demand(s). The Union also pointed out that its membership made concessions during the last round of negotiations in

order to help the Township avoid a financial catastrophe. The Union strongly believes that the Dispatchers should be able to begin to recoup the economic losses caused by these concessions. In addition, the Union pointed out that the Township residents had passed a police levy during the last few years and that the Department's finances were in good condition.

The Employer did not dispute that overall economic conditions were improving. However, the Employer's representatives reiterated that the Township's major source of revenue is the property tax and that property tax revenues were not increasing. The Employer agrees that incomes are rising throughout the area, but because Townships do not have the ability to levy income taxes, the growth in employment and income has not translated into increased revenues for the Township. The Township pointed out that the housing and overall real estate markets are still in a slump and that its main revenue stream was still depressed.

The Township agreed that the citizens had passed a police levy, and that the levy had greatly benefited the Department. But, the Township pointed out that the citizens were told that the levy funds would not be used just to fund higher wages for the members of the Police Department. Moreover, some of the revenue generated by the levy had to be used for capital improvements. The Township stressed that it had to control spending to make sure that the Township did not sink into another financial morass. The Township contends that given the financial pressure that it faces, it has made a reasonable offer to the Union membership.

The above paragraphs outline the parties' positions on the Township's finances. The main question is whether the Township has recovered from the recession that

plagued the state and nation. The Fact Finder believes that the evidence supports a finding that Boardman has recovered somewhat from the recession. However, given the Township's dependence on property taxes and levies to raise revenue, it is not gaining as much from the recovery as other jurisdictions that have a wider array of revenue raising options. The existence of or the ability to levy an income tax would aid Boardman in many ways. However given the current law, Boardman is a captive of property values and; unfortunately, property values have not significantly changed over the past few years. Therefore, Boardman must continue to exercise restraint when making spending decisions.

Issue: Article 36 – Bereavement Leave

Union Position: The Union demands that Aunts and Uncles be added to the language of Article 36 as members of an employee's immediate family.

Township Position: The City rejected the Union's demand and countered with current contract language.

Discussion: The parties agreed to use the language in the AFSCME contract with the Township. That is, the parties agreed that the AFSCME contract was a pattern for their negotiations on this issue.

Finding of Fact: The parties agreed to use the AFSCME contract as a pattern on this issue.

Suggested Language: The language contained in the Bereavement Leave Article in the AFSCME/Boardman Township agreement.

Issue: Appendix A – Wages

Note: The Union presented two demands on this issue. Each will be discussed separately.

Union Position: The Union demands a wage increase from \$11.23 to \$14.39 and a \$.30/hour (1.5%) increase in years 1 and 3 of the prospective contract. In addition, the Union also proposes a bonus payment of \$600.00 in years 1 and 3 of the new contract. Finally, the Union demanded a two percent (2.0%) in year two of the agreement.

Township Position: The City offered a wage freeze for all employees and a lump-sum payment of \$600.00 per year for all full time employees and \$300.00 per year for part time employees.

Discussion: The difference between the parties on the wage issue is less than it appears. The Township agreed to a lump sum payment of \$1,250.00 for years 1 and 3 and a two percent (2.0%) in year two of the agreements with other Township bargaining units. and stated that it was agreeable to the same settlement with the dispatch unit. The Union's demand is for an increase that is somewhat higher than the amount paid to other organized employees of throughout the Township. However, the Union's demand is really more a way to "package" the new dollars rather than a significant increase in the number of dollars.

Both parties presented comparable jurisdiction data to support their positions. A long discussion of the comparables data is not necessary because both parties used many of the same jurisdictions as comparables. A fair reading of the data shows is that for a

full time dispatcher at the top rate, the Boardman Dispatchers are not significantly underpaid with respect to comparable jurisdictions.¹

The situation is different for new hires. Using dispatchers with less than five (5) years tenure shows that Boardman pays significantly less than other jurisdictions. The parties did not agree on the exact size of the disparity, but they agree that newly hired dispatchers are not as well compensated as similarly situated dispatchers in other jurisdictions.

The Union also presented data on the workload of the dispatchers. The data show that the dispatchers handle significantly more calls than other area dispatch unit. Moreover, the dispatch staff has taken over dispatching to other law enforcement units, e.g., the County Haz-Mat department. The Union claims that these data show that the dispatchers deserve a significant increase in their pay. The Township did not contest this presentation because the Township collects the call data; and, consequently the veracity of the data is not in dispute.

Finally, during the discussion on this issue the Township offered the same contract terms that were offered to the Township's AFSCME bargaining unit. That is, \$1,250.00 lump-sum payments for years 1 and 3 of the prospective agreement plus a two (2.0%) increase in the base rate for the second year. The parties agreed that this raise is the same as the settlement for other Township bargaining units. At the top end of the wage scale this works out to be approximately two and seven tenths percent (2.7%) per year. However, only the two percent (2.0%) payment in the second year is folded into

¹ Depending on the exact jurisdictions used as comparables and the definition of income, (i.e., take home income, base wage, wage and benefits, etc.) the data show that the Boardman Dispatchers are at or near the top end of the comparables data.

the base rate. According to documents put into the record by both parties, this is a reasonable wage settlement compared to other comparable dispatchers and other Township employees throughout the state.

Finding of Fact: There is a pattern agreement of a \$1,250.00 lump-sum payment for years 1 and 3 of the prospective agreement, and a two percent (2.0%) increase in the base rate in the second year of the contract.

Suggested Language: The language of Appendix A shall be amended to show an increase of two percent (2.0%) in the second year of the new agreement and a \$1,250.00 lump sum payment in years 1 and 3.

Union Position: The Union's demand also included a significant increase in the base wage for new hires and a decrease in the number of steps needed to achieve the top rate on the wage scale.

Township Position: The Township rejects that Union's demand and countered with current contract language.

Discussion: The Union's demands with regard to 1) the number of steps needed to reach the top rate on the wage scale and 2) the change in the base rate are the main areas of disagreement that separate the parties. The Union strongly argued that the wage scale contained in Appendix A of the parties' contract created a two-tier system whereby new hires are placed on a ten-year step system to reach the top rate. The Union argued that this new scale was a concession placed into the contract to help the Township during its financial crisis; but since the crisis is over, the concessions made during the last round of negotiations are not necessary at the present time.

The Township is just as adamant that the new wage scale must remain in the contract. The Township contends that the new scale is reasonable, i.e., the dispatchers are not underpaid. In addition, the Township believes that the scale is necessary because the Township's financial condition is still tenuous. In this vein the Township argued that the police levy that went before the voters was not solely intended to fund higher wages, but was needed to make sure that the Police Department could continue to provide needed services without layoffs. Finally the Township argued that other Township employees had step scales in their contracts and that those scales had more steps than the dispatcher contract. Consequently, the Township stated that the new wage scale is needed and that it should not be changed. Parenthetically, it must be noted that the scale was put into the contract during the last round of negotiations, and the Township believes that it should not be changed without being tested to see its effects on the dispatch unit.

The Union countered these claims by stating that the low end of the wage scale was causing problems for the Township's Dispatch Division. That is, the data and testimony prove that there are five (5) dispatchers at the top end of the scale. The demand for the change in the base wage rate at Step 1 of the scale would not materially affect these employees. However, there are four (4) new hires and the change in the base rate would have a significant effect these individuals. The Union testified that the four (4) new/junior dispatchers were all good employees, but that their wages were so low that they were threatening to leave the department to find other work. In addition, the Union's representatives stated that the take home pay of some of the junior dispatchers was so low that they were forced to live with their parents. The Union argued that the

Township did not want to loose trained dispatchers to other departments. The Township presented no testimony on these issues.

This is a difficult issue. The Township needs to control spending and the evidence proves that its revenues are not increasing concomitantly with the rise in the economy. In addition, many other Township employees have long step scales in their contracts when compared to the dispatchers. However, the Union's arguments are germane, and the Township does not want to become a training ground for employees who leave to join other departments.

The Fact Finder believes that the evidence in the record show that the dispatchers at the lower end of the wage scale are paid less than other similarly situated employees in other departments. The comparables data put into the record by both sides support this finding. In addition, the testimony in the record shows that the junior dispatchers believe that they must earn a higher wage or that they will consider leaving Boardman for other positions. If true, this would lead to higher employment and training costs for the Township, and a decrease in overall productivity at the same time that the number of calls handled by the dispatch staff continues to rise. Consequently, the Fact Finder believes that the new wage scale should remain in the contract, but there should by some changes in the first steps. The Fact Finder is recommending that the step scale rates be adjusted according to the following chart.

Finding of Fact: The wages of newly hired and/or less senior dispatchers are low compared to other dispatch units.

Suggested Language: Appendix A should be modified according to the following table.

Appendix A

Entry (no change)
Training (no change)
After Year 1 (no change)
After 18 months (first Step increase)
After 24 months (second step increase)
After 30 months (third step increase)
After 4 years (no step increase)
After 5 years (current contract language)
After 6 years (current contract language)
After 6 years (current contract language)
After 7 years (current contract language)
After 8 years (current contract language)
After 9 years (current contract language)
After 10 years (current contract language)

Note: The discussion has not mentioned part-time employees. The Township's position statement contained an offer of three hundred dollars (\$300.00) for the part time staff, i.e., one-half (1/2) the amount offered to the full time dispatchers. Therefore, the Township's fact-finding submission contained an increase for the part-time staff. However, the testimony proved that there are only two part-time employees on staff, and both are covered by individual agreements. There was no testimony that the Township intends to hire new part-time dispatchers. Therefore, any discussion about a wage increase for part time dispatchers is moot at this time.

The Union pointed out that the language of Article 23(3) was different than the information contained in the pay scale outlined in Appendix A. Article 23(3) says that the part time "dispatchers shall be paid compensation at a rate not to exceed one dollar (\$1.00) less than the rate established for full-time dispatchers...". The history of the parties is that part-timers are paid one dollar (\$1.00) less than the full time rate.

Currently, the entry rate for a full time employee is eleven dollars and twenty-one cents

(\$11.21). The corresponding rate for a part time dispatcher is ten dollars and fifty cents (\$10.50). Therefore, the language found in Article 23(3) does not correspond to the actual rates of pay for part-time employees. While the Fact Finder recognizes that there are presently no outstanding issues related to the part time dispatchers, the difference between the pay scale and the language in Article 23(3) does have the potential to cause problems in the future. Consequently, the Fact Finder is recommending that the language of Article 23(3) be amended to reflect that the pay scale for all dispatchers is found in Appendix A of the contract. Moreover, the Fact Finder is recommending that the current language of Section 23(3) remain in the agreement, and that the rates of pay listed in Appendix A correspond to the language of Article 23(3).

The Fact Finder recognizes that part-time employees are not currently a problem within the Township. However, the rate of pay for part-time dispatchers is low given the complexity of the dispatch position. The Fact Finder is not recommending a change in the part-time wage rate because there is no dispute on this issue. However, the discussion surrounding part-time employment and pay convinces the Fact Finder that a problem may arise if and when the Township decides to hire part-time staff.

Finding of Fact: The language of Article 23(3) should be maintained and that language should match the wage rates found in Appendix A.

Suggested Language: Article 23

Section 23 (1) Wage Increases: Bargaining Unit members' wage rates shall be set forth in Appendix A.

Section 23 (3) Part-Time Dispatcher Compensation: Part-time dispatchers shall be paid compensation at the rate not to exceed one dollar (\$1.00) per hour less than the rate established for full-time dispatchers throughout the current Agreement. The rates are contained in Appendix A of the current agreement.

Issue: Article 28 – Training

Union Position: The Union demands a four hundred and fifty dollar (\$450.00) bonus payment to any dispatcher who pays for sixteen hours (16) of Township approved training.

Township Position: The Township rejects the Union’s demand.

Discussion: Training was mentioned numerous times during the hearing. The dispatchers stated that the number and complexity of emergency calls was increasing all of the time. The dispatchers also stated that they were now dispatching for certain countywide public safety organizations. Furthermore, the dispatchers also stated their job requirements were constantly being changed and/or updated. The Union argued that it believed that its membership had to keep abreast of these myriad changes, and that they needed more training to sharpen their skills to meet the ever changing demands of their jobs.

The Township did not agree with the Union’s position. The Township stated that the dispatchers are well trained, and that agreeing to thus demand would have a negative impact on the Police Department budget.

The language proposed by the Union does not place an undue burden on the Township. According to the proposed language, the Department must approve the training. If the request for training is approved, then the Department would have a more qualified individual to work in the dispatch center. The Fact Finder believes that the suggested language is in the interests of both parties.

The only proviso is that the Fact Finder does not believe that this language should result in a new Job Title. If the parties agreed on the Job Title Master Dispatcher, then

Fact Finder would recommend its inclusion into the suggested language. However, given the Township's objections to the language, and the problems inherent with proliferating job titles; the Fact Finder is recommending the Union's suggested language be incorporated into the contract without a specific job title attached.

Finding of Fact: A more highly trained workforce benefits both the employee and the Township.

Suggested Language:

Section 28.4 Bargaining unit members who have five (5) years of Boardman Township dispatching time may receive a bonus check if the following conditions are completed each year:

Dispatchers who have five (5) years of experience with Boardman Township as of 12/31 of any year may apply for compensation in December of said year.

To qualify for the payment, the bargaining unit member must have attended sixteen (16) hours of department approved training on their own time each calendar year of the agreement to obtain compensation for the next year. The bargaining unit member will obtain prior approval to attend training classes, and the Township will pay the tuition and the cost of the training.

Dispatchers will be required to submit a department provided form that documents the date and time of the training that they attended to the Chief of Police or his designee. The Chief will review and sign the form and forward this document to the clerk's office for payment.

Compensation for officers who attend sixteen (16) hours of training in a calendar year shall be \$450.00, payable by June 1 of the following calendar year.

Dispatchers will be covered by the Township workers' compensation plan while attending approved training under this section.

Signed this 20th day of March 2014, at Munroe Falls, Ohio.

/s/ Dennis Byrne

Dennis M. Byrne, Fact Finder