

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

In the Matter of Fact-finding between:

The City of Parma : Case No. 2014-MED-11-1587
and : Report and Recommendations
Ohio Patrolmen’s Benevolent Association : Margaret Nancy Johnson
Fact-finder

Statement of the Case

This matter came on for fact-finding on September 20, 2016, in a conference room at City Hall, Parma, Ohio, before Margaret Nancy Johnson, appointed by the State Employment Relations Board (“SERB”) to serve as fact-finder in this bargaining impasse. Dispatchers for Parma, hereinafter “City,” are represented by the Ohio Patrolmen’s Benevolent Association, hereinafter “OPBA,” or “Union.” OPBA was represented in these proceedings by S. Randall Weltman, Attorney. Patrick Hoban, Attorney with Zashin and Rich, represented the City.

The City and OPBA are signatories to a Collective Bargaining Agreement that expired on December 31, 2014. As part of a grievance settlement, the parties agreed to extend that labor contract through December 31, 2015, with a wage freeze effective January 1 through December 31, 2015.

Current negotiations are for a Collective Bargaining Agreement that shall be effective January 1, 2016 through December 31, 2017. Because the City has been in contract negotiations with multiple other bargaining units, the parties agreed to an extension for fact-finding for the Dispatchers.

Located southwest of Cleveland, the City is a large inner-ring suburb having a population of approximately 79,000. The bargaining unit consists of approximately twenty-six (26) Dispatchers, who provide communication with the Police and Fire Departments within the City and dispatch safety forces as required. In addition, the City has contracted with Parma Heights and Brooklyn to provide dispatch services to those cities and it is anticipated that the unit will provide safety force dispatch services to the City of Brook Park as well.

Issues in Dispute

Unresolved issues include: wage rates, shift differentials, steps, part-time employees, EMD stipend, uniform allowance, sick leave bonus, overtime, and assignment of a Lead Dispatcher.

Criteria

In issuing the recommendations which follow, the fact-finder has taken into consideration statutory criteria as stated in Ohio Revised Code 4117.14(G)(7).

Position of the Parties

The City

Contract proposals for the City are based upon its financial condition and significant losses the City has incurred in recent years. By 2014 the carry-over in the unencumbered General Fund was at 4.1%, significantly below a recommended balance for governmental operating funds. In response to these losses, the City has been required to reduce expenditures and services.

In 2015 the City was able to generate additional “one-time” revenue by the sale of public property, but due to increasing costs, in 2016 the City continued to engage in concessionary bargaining for 2016 and 2017. An essential component in stabilizing its resources is maintenance of the pattern set in its current negotiations with other units. Proposals of the City for the Dispatchers are consistent with concessions secured in negotiations with seven (7) of its ten (10) bargaining units. The City seeks to maintain the pattern for this bargaining unit.

The Union

While the Union recognizes financial limitations experienced by the City, it argues that wages paid to the Dispatch unit need adjustment. This unit provides an essential service to the City and is being required to serve additional municipalities as well. Accordingly, rather than a percentage increase, the Union proposes reducing the current number of steps and increasing the rate of pay for each step. It also seeks an increase in the shift differential and an Emergency Medical Dispatcher (“EMD”) bonus.

In addition to the work load increase, functions traditionally performed by Dispatchers have expanded and include, for example, medical assistance. Accurate communication with and dispatch of safety personnel who serve the residents and businesses within the geographic area covered by the Dispatch unit is fundamental. These employees should be appropriately compensated for services rendered.

Discussion

Financial Considerations/Bargaining Objectives

As with almost all governmental entities in Ohio, the City has been financially challenged during the past eight years. Losses in income tax and property revenues have been compounded by legislated reductions imposed by the State. Income from Local Government Funding has been reduced while Estate and Personal Property Taxes have been eliminated. Consequently, the 2014 carry over in the General Fund was reduced to 4.1%, substantially below what is generally recognized as an acceptable cushion for public employers.

The City has achieved some relief from its financial challenges through concessionary bargaining and extensive cuts in spending. Bargaining units within the City agreed to wage freezes and modifications in monetary perquisites, such as compensatory time in lieu of cash payments for overtime. The non-unionized work force incurred concessions as well, including multiple unpaid furlough days. Staffing in the City was reduced by over 5%.

Intent of the City in its current negotiations has been to stabilize its finances. Bargaining goals for the Dispatch unit are to appropriately compensate employees who have experienced a considerable expansion in duties and responsibilities. This unit provides dispatch services for Parma Heights and Brooklyn, and with the anticipated addition of dispatch service for the City of Brook Park, operations within the Dispatch Center continue to increase. Moreover, the unit is currently in need of additional staffing, but the City’s efforts to retain existing and attract new Dispatch Center staff have not met the City’s needs.

City Wide Negotiations

The City negotiates with ten different bargaining units. At the time of fact-finding the City had finalized Agreements with seven of the ten units. In October, 2015, two AFSCME locals accepted the recommendations of a Fact-finder. These included wage freezes in 2015 and 2016, a re-opener for 2017, suspension of a clothing allowance for 2016, suspensions of conversions of unused sick leave and compensatory time in 2016.

Negotiations for three safety forces in the City have resulted in similar terms. In February 2016, the conciliation process for Patrolmen resulted in a wage freeze for 2015, a 1% increase for 2016, and a 2% increase in 2017. Conversion of accrued sick leave and uniform allowances were suspended. In June 2016, a Fact-finder recommended these terms for the Corrections Unit, and in August 2016, a unit for Captains followed suit.

In June 2016, Service Department employees agreed to the 0%, 1%, 2% wage increases along with suspensions of clothing allowances, sick leave and compensatory time conversions. Fairly consistently in the current round of bargaining, the City has negotiated 0%, 1% and 2% wage increases. Also consistently, neutrals have found that those wage percentages along with limitations on economic benefits are justified by the financial climate in the City. This fact-finder has been presented with the same financial data.

The Dispatch Unit

Although consistency and internal parity are criteria which neutrals consider in fashioning recommendations or an award, each unit is distinct and those differences must be taken into account. In this instance the City acknowledges “challenges in hiring new dispatchers and retaining existing dispatchers.” This difficulty is reflective of the market for dispatch services and a need for the City to attract and keep qualified and dependable staff. Moreover, the expansion of dispatch operations within the City must be taken into consideration when fashioning a wage package for this unit. In issuing the recommendations which follow the fact-finder has endeavored, like the preceding neutrals, to be mindful of the fiscal restraints of the City while recognizing the operational realities of its Dispatch Center.

Recommendations

ARTICLE XX – Sick Leave

Section 20.04: Conversion of sick leave bonus to cash is suspended for contract year 2017.

ARTICLE XXIV- Overtime

Section 24.04: Conversion of compensatory time to cash is suspended for contract year 2017.

ARTICLE XXVIII - Wages

2015: Wage freeze effective from January 1 through December 31, 2015 per prior agreement;

2016: 1% wage increase effective January 1, 2016;

2017: 2% wage increase effective January 1, 2017.

Section 28.06: Suspended for contract year 2017 (uniform allowance).

Section 28.07: Current contract language (shift differential).

Section 28.09: Current contract language (annual EMD payment).

New Section: Lead Dispatcher

1. As soon as practicable after the ratification and execution of this Agreement, the City shall establish the assignment of "Lead Dispatcher."
2. The City will designate Dispatchers to perform Lead Dispatcher duties based on an appropriate application, interview and testing process.
3. Employees designated to perform Lead Dispatcher duties will perform those duties as determined by the City.
4. The City will maintain a minimum of one (1) Lead Dispatcher on duty at all times. When a designated Lead Dispatcher is unavailable, the City will designate a qualified Dispatcher to perform temporary Lead Dispatcher duties.
5. The City and the Union agree that Lead Dispatchers are not "supervisors" as that term is defined by R. C. 4117.01(F) but are required to abide by and enforce all City policies, directives, standard operating procedures and other rules and regulations.
6. Designated Lead Dispatchers' regular hourly rate of pay will be eight and one-half percent (8.5%) higher than the highest regular hourly rate paid under the parties' Collective Bargaining Agreement then in effect.
7. The regular hourly rate of pay for each hour in which individuals temporarily designated to perform Lead Dispatcher duties will be eight and one-half percent (8.5%) higher than the highest regular hourly rate paid under the parties' Collective Bargaining Agreement then in effect.

New Section: Part-Time Dispatchers

The City may employ and schedule part-time dispatchers in its sole discretion. Before the City employs a number of part-time dispatchers exceeding twenty-five percent (25%) of the total number of full-time bargaining unit dispatchers, it will meet and discuss the employment and scheduling of part-time dispatchers with the OPBA. For the purposes of this section, "part-time" shall mean fewer than thirty (30) hours of work in any seven (7) day workweek.

In the event of a layoff, no full-time dispatchers will be laid off until all part-time dispatchers are laid off.

New Section: Retention Bonus

Starting with the first quarter of 2016 and continuing quarterly through 2017, a non-discretionary lump sum payment of \$562.50. in a separate check, is to be paid to each bargaining unit member who remains employed as a City Dispatcher for that quarter. Said payment will be made by the end of the last month of the applicable quarter (i.e. payment for the January to March quarter by March 31; payment for the April to June quarter by June 30; payment for the July to September quarter by September 30; payment for the October to December quarter by December 31. Any dispatcher who receives a lump sum payment of \$562.50 and does not remain employed as a City Dispatcher through the applicable calendar quarter shall be required to reimburse the City the \$562.50 so paid.

All tentative agreements previously reached are incorporated herewith as if fully rewritten.

Respectfully submitted,

Margaret Nancy Johnson
Fact-finder

A copy of the foregoing Report and Recommendations has been served electronically this 10th day of October, 2016, on S. Randall Weltman, at srwelt@sbcglobal.net; Patrick J. Hoban, at pjh@zrlawcom; and on the State Employment Relations Board at MED@serb.state.oh.us.