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IN THE MATTER OF FACT FINDING

BETWEEN

FRATERNAL ORDER OF POLICE, LODGE 15

(Strongsville Division (Dispatchers))

AND

CITY OF STRONGSVILLE, OHIO

SERB CASE # 15-MED-09-0849

Robert G. Stein, Fact-finder

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CRITERIA

In the finding of fact, the Ohio Revised Code, Section 4117.14(C) (4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are guided by the above statutory criteria and are intended to be in accordance with them.

INTRODUCTION

The parties to this matter are Fraternal Order of Police, Lodge 15, Strongsville Dispatcher Unit (hereinafter "Union") and the City of Strongsville, Ohio (hereinafter "Employer," "City" or "Department."). The Employer is located in northern Ohio. The City is a sizable suburb located south of the City of Cleveland. The bargaining unit is comprised of approximately 20 full-time and 3 part-time Dispatchers in the bargaining unit. The dates of the current Agreement are January 1, 2013 to December 31, 2015. (Union Ex. 1)

General/State/Local Economic Overview: The economy has been improving on the national, state, and local levels for several years now. According to a number of increasing economic indicators (e.g. unemployment rate, new job growth, company profits, etc.) the economy in the United States and in Ohio is getting incrementally healthier. Yet, widespread instability turmoil in the Middle East, a slowing China economy, and genuine concern over a major act of terrorism could cause instability. And based upon these concerns one can only conclude that it is folly to predict long term future economic prosperity. And, if the political climate at the moment is any indicator, unrest persists among the majority of the electorate regarding their own economic welfare and the fact that wages for many middle and lower wage Americans have been stagnate for years. Fortunately so has the rate of inflation. The majority of Americans acknowledge signs of sustained economic improvement as evidenced by more help wanted signs appearing in front of businesses. But in larger part newly created employment opportunities, while growing steadily, now come with lower wages, less benefits and less job security. The sobering reality is that conditions post 2008 will never be the same as they were prior to the "Great Recession" and its aftermath. And, that reality has caused a sea change in the manner local governments operate and finance the services they provide to the public. In Ohio, structural unemployment and the substantial loss of the manufacturing base along with jobs that paid a true living wage have undermined the tax revenue of public employers. Revenue distribution to local government that was been changed dramatically since 2008 by the

Ohio state legislature is challenging all local governments to seriously examine more efficient methods to deliver vital services to the public. In addition to the challenge of maintaining their own economic household budgets the concerns and stresses placed upon the bargaining unit members during the growth of the Southwest Emergency Dispatch Center (SWEDC) are not lost on the fact-finder as described below.

ISSUES

The Parties brought eight (8) Open Issues Brought to Fact-finding. The Unions' and the Employer's detailed positions and rationale on the unresolved issues can be found in their respective Pre-hearing Statements and in the evidence in the record. Prior to the hearing in mediation with the fact-finder, 5 issues were resolved and they are recommended in this report along with any and all issues agreed upon prior to fact-finding, including carrying forward current language not changed during negotiations. In summary the position of each party on the remaining 3 issues is as follows:

ISSUE 1 WAGES

CITY'S POSITION: The **City** is proposing the following:

ARTICLE 26 - WAGES

First Year	2%
Second Year	2%
Third Year	2%

The City strongly asserts its last offer was a generous one when compared to current settlement standards. The City argues that the pay for Dispatchers in the bargaining unit is well above the mean in Cuyahoga County when other pay issues such as longevity, shift differential, LEADS certification and uniform allowance are factored into their overall compensation. (Employer Ex. 5) Moreover, when comparing the currently merged or consolidated districts, the salaries of the bargaining unit are only second to what is paid in Beachwood. (Employer Ex. 5) Most importantly the City emphasizes the significance of what it considers to be an above normal wage offer of 3%, 2%, and 2%, which was presented during negotiations, along with other monetary enhancements that represent the pattern acceptable to all other (union and non-union) employee groups in the City. (Employer Ex. 10) The City avers that to depart from the pattern would be very disruptive to morale and would establish an untenable precedent. It would depart from what has

been its historic approach to treating all employee groups equally. In demonstrating its point regarding the substantial nature of its final offer prior to impasse, the City points to a recent Conciliator's award (January 2016) for the SECC Dispatching region in which included higher employee insurance premiums than what the City proposed, less holiday time, and wage increases of 1%, 1.5%, and 2% over the next 3 years. Furthermore, the Employer points out that the City of Parma Dispatching bargaining unit received wage increases of less than 3% over all three years of their current contract.

UNION POSITION: The **Union** is proposing the following:

City Hall Unit

ARTICLE 35 - WAGES

First Year	3%
Second Year	2%
Third Year	2%

*Professional pay to be increased by \$100 to \$1100.00 in 2016

***Equity enhancement to be included as pensionable compensation of \$1200.00 annually, effective on signing the successor contract.**

The Union makes several arguments in support of its proposal seeking \$3,600.00 in pensionable wage increases above the wage increase pattern provided to all other employees in the City. It argues that the 5 dispatchers now serve the same general population and the same number of law enforcement officers (approximately 103,750 citizens and 148 police officers) that were formerly served by approximately 9 Dispatchers prior to regionalization and the creation of SWEDC. (Union Pre-hearing Statement, p. 6) Additionally, the bargaining unit also serves 4 fire jurisdictions and paramedic services. The Union through the hearing testimony of two bargaining unit representatives provided details on how stressful the job of dispatching has become as new cities joined the SWEDC, which included considerable overtime and the difficulty of taking earned time off. Also, highlighted were the difficulty in retaining employees and the time it took to hire and trained new employees.

DISCUSSION: The facts presented at hearing make it clear that the City's financial picture is sound, with little or no indication it will change in the near future. At present as the SWEDC continues to mature reality requires patience by all parties as the City has undertaken the somewhat daunting task of becoming one of the few regional dispatching centers in northern Ohio. While it is clear employees having to move from places like Berea may have been disadvantaged in terms of vacation or sick leave, they had the opportunity to continue their work in what will hopefully be a more financially stable enterprise. Strongsville now supports dispatching services for the city of North Royalton, Olmsted Falls, and Berea. The national economic upheaval of 2008-2010 combined with

the drastic cuts to State funding and the regional consolidation of dispatching services has significantly challenged the City's fiscal acumen as it moves forward with the SWEDC. The City, population approximately 45,000, survived the Great Recession better than many less fortunate public entities in Ohio, with what appears to be fiscally sound city leadership and the fortune of a economically healthy geographic location.

Yet, the Union at mediation/fact-finding clearly articulated what it referred to as a "quantum leap" in workload. The frustration, considerable work hours (including frequent overtime) and overall stress placed upon Dispatchers during the life of the current Agreement was forcefully expressed by the bargaining team representatives. Yet, in practical terms these are problems generated by growth and promise rather than despair hopelessness typically experienced by employees in an enterprise which is declining. And, while adequate compensation is important, the real resolution to having to manage a workload that is at times very cumbersome begins with understanding the problems and a continual dialogue that will hopefully improve them operationally.

In the instant matter, the parties in April of this year reached a complete tentative agreement that reflected a patterned settlement for all other bargaining units in the City, which included wage increases of 3% for the first year, and 2% increases in subsequent years among other economic enhancements and an increase in employee health care premiums (See p. 4 of the Employer's Pre-hearing Statement). In spite of a commitment to recommend the package, it was overwhelmingly rejected by the Union membership in ratification. It is also clear that the Employer in fact-finding is proposing less than the pattern with its 2% offer in each year of the Agreement. The Union, after rejecting a tentative agreement that included the wage pattern accepted by all other City bargaining units, plus a one-time \$500 stipend, is proposing the wage pattern that all other employees received and an additional annual pensionable payment of \$1200. 00 (\$3,600.00 in total above the pattern) The Employer's in proposing less than the pattern is not supported by the facts. The City's finances are certainly stable enough to support the patterned settlement.

Without mincing words, the City's offer made as part of the tentative agreement reached earlier in this matter was a good offer, it is above the SERB average and the current compensation provided to Dispatchers is very near the top third in Cuyahoga County. The City's proposed offer being above average would very likely keep the bargaining unit compensation in that position, if not move them up slightly in the rankings. Obviously the opinion that the City's offer was fair was held by a majority of the employees of the City prior to this impasse. Certainly the concerns of its bargaining unit members regarding the merger of dispatching services under the SWEDC need to be addressed managerially and in consultation with the Dispatchers who perform the work. But they will not be solved by providing the bargaining unit with an additional pensionable stipend of \$1200.00 per year that exceeds the wage pattern and fosters unrest among other employee groups. The facts do not support the Union's position.

The wage pattern proposed earlier by the City is being recommended, but without the \$500 one time stipend that was part of the City's last offer but not part of the original pattern.

RECOMMENDATIONS (including any prior TAs):

ARTICLE 26 - WAGES

First Year	3%
Second Year	2%
Third Year	2%

Professional pay to be increased by \$100 to \$1100.00 in 2016.

ISSUE 2 LABOR MANAGEMENT COMMITTEE

UNION'S POSITION: The **Union** is proposing the following: The parties agree to convene a Labor Management Committee meeting to discuss breaks and schedules.

CITY'S POSITION: The **City** is proposing current language, but did not raise an objection to continued dialogue over issues resulting from labor/management issues arising out of the evolution of SWECD and other matters involving Dispatchers.

DISCUSSION: Given the myriad of issues that accompany any merger, let alone multiple mergers of dispatching services, there will be ongoing problems related to staffing, hours, communication with providers, etc. There is no question the job of being a dispatcher requires attention to detail and The Union's proposal to include the discussion of breaks and schedules along with other typical labor management topics is reasonable. In addition the modification proposed by the Union in fact-finding was included in the final offer provided by the City to the Union. (Employer Ex. 10)

RECOMMENDATION

ARTICLE 28 LABOR-MANAGEMENT COMMITTEE

Section 28.1 A Labor/Management Committee consisting of two (2) full-time employees and one (1) person who represents management shall be established. This committee may meet as necessary to discuss items of concern to the employees and management of the Police Department. **The parties further agree to convene a Labor/Management meeting to discuss breaks and schedules.**

ISSUE 3 DURATION

CITY'S POSITION: The **City** proposes a terminal date of December 31, 2018.

UNION'S POSITION: The **Union** also proposes a terminal date of December 31, 2018.

DISCUSSION:

The parties are in agreement over the length of the contract.

RECOMMENDATION

ARTICLE 31 - DURATION

Amend Article 31 to read as follows:

This Agreement **shall become effective upon ratification** and shall remain in full force and effect through **December 31, 2018** and thereafter, from year to year unless at least sixty (60) calendar days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to bargain.

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of September 2016 in Portage County, Ohio.

| _____
Robert G. Stein, Fact finder