

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF:

CITY OF HIGHLAND HEIGHTS,

Employer,

And

**OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION,**

Union.

**CASE NO: 2015-MED-10-1073
(DISPATCHERS)**

Date of Hearing: May 24, 2016

Sherrie J. Passmore, Fact Finder

FACT-FINDER'S REPORT AND RECOMMENDATIONS

APPEARANCES:

FOR THE CITY OF HIGHLAND HEIGHTS:

James Budzik, Attorney
Joseph Filippo, Finance Director
James Cook, Chief
Timothy Paluf, Law Director

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

S. Randall Weltman, Attorney
Andrea Rocco, Attorney
Jessalyn Burke, Dispatcher

CASE BACKGROUND

This case is a fact-finding proceeding between the City of Highland Heights (City or Employer) and the Ohio Patrolmen's Benevolent Association (OPBA or Union). The State Employment Relations Board (SERB) appointed Sherrie J. Passmore as the Fact-Finder.

By agreement of the parties, a fact-finding hearing was held on May 24, 2016, 11:00 AM, at the City of Highland Heights Municipal Building. Both parties submitted the required pre-hearing statements in a timely manner. The appearances of the parties are noted above.

The parties identified the following open issues for resolution:

1. ARTICLE 18 – EDUCATION AND OTHER PAYS

The OPBA proposed increases to the current LEADS certification pay and implementation of a new Emergency Medical Dispatching (EMD) certification and Jail Camera Monitoring Pay provisions. The City proposed a 2.75% increase on LEADS pay upon execution of the contract and 2.75% increase to LEADS pay effective January 1, 2017 and 2018. The City rejected greater or other additional stipends or payments on the basis of “patterned bargaining” that other bargaining units received 2.75% increases upon wages, longevity, certain education certification and uniform allowances.

2. ARTICLE 21 – RATES OF PAY

The parties agreed to a 2.75% wage increase each year of the contract consistent with the pattern of all bargaining unit and non-bargaining unit employees except that the City proposed the increase in the first year (2016) would be effective upon execution (no retro pay).

MEDIATION

The parties agreed to consider mediation prior to a record hearing. The Fact-Finder and the parties discussed consideration of the statutory factors set forth in R.C. 4117.14(G)(7)(a) to

(f). These factors are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved 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 interests and welfare of the public, 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 the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment

After mediation the parties identified the issues and areas of mutual agreement. The parties agreed upon the Fact-Finder's suggestion that a "mediated" Fact-finding Report and Recommendation should be issued by the Fact-Finder based upon consideration of the evidence and the statutory factors. While the Fact-Finder would not have to detail in great length her reasoning, the Report would include recommendations for the parties consideration by membership and City Council. Accordingly, the Fact-Finder renders a "mediated fact-finding recommendation" as follows:

ARTICLE 18 EDUCATION AND OTHER PAYS

18.05 Be modified to read that employees required to have LEADS and EMD certification will receive certification pay supplement in the amount of \$0.98 per hour effective January 1, 2016, \$1.01 per hour effective January 1, 2017 and \$1.04 per hour in 2018.

18.06 Be modified to read all employees shall be required to perform matron duties and shall receive the following amounts:

- 2016 - \$200.00 payable in June, 2016
- 2017 & 2018 - \$400.00 annually, payable in \$200.00 increments in January and June each year along with Uniform Allowance. This payment would be by separate check (Uniform Allowance and Matron Pay will be paid together separately from regular compensation). Further, modify Sec. 19.02 (Uniform Allowance) to delete reference “in the first pay period” so that payments shall be made in January and June in 2017 and 2018. Finally, add a provision for proration of the allowances if an employee starts or leaves employment during the calendar year. Proration is based upon full months worked.

The Union’s other proposal respecting Camera Monitor Pay is rejected and not recommended.

ARTICLE 21 RATES OF PAY

I recommend that the base wage increases of 2.75% be effective January 1, 2016 (retroactive pay) in the same manner as other City employees. Further, all other increases noted in Section 21.05 be retroactive, as applicable. The City’s proposal to grant pay increases only upon execution of the Agreement is rejected and not recommended.

The above recommendations are reflected in the revised contract language in the addendum hereto. All other current language and any tentative agreements are also incorporated by reference into this Fact Finding Report.

Respectfully submitted,

/s/Sherrie J. Passmore
Sherrie J. Passmore
Fact-Finder

June 9, 2016

ADDENDUM

ARTICLE XVIII

EDUCATIONAL AND OTHER PAYS

18.01 An Employee who has received a training certificate attesting to the satisfactory completion of all Law Enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive an additional \$0.18 per hour in 2016 (which reflects an annual bonus of \$366.34 divided by 2,080 hours), \$0.18 per hour in 2017 (which reflects an annual bonus of \$376.41 divided by 2,080 hours) and \$0.19 per hour in 2018 (which reflects an annual bonus of \$386.76 divided by 2,080 hours). If an employee becomes eligible for additional pay under 18.02 or 18.03 set forth below, he shall not continue to receive this amount.

18.02 Any employee who has received an Associate Degree in Law Enforcement, shall receive an additional \$0.34 per hour for 2016 (which reflects an annual bonus of \$708.27 divided by 2,080 hours), \$0.35 per hour for 2017 (which reflects an annual bonus of \$727.75 divided by 2,080 hours) and \$0.36 per hour for 2018 (which reflects an annual bonus of \$747.76 divided by 2,080 hours). If an employee becomes eligible for additional pay under 18.03 set forth below, he shall not continue to receive this amount.

18.03 Any employee who has received a Bachelor's Degree in Law Enforcement or related fields approved by the Chief and Mayor, shall receive an additional \$0.68 per hour for 2016 (which reflects an annual bonus of \$1,416.52 divided by 2,080 hours), \$0.70 per hour for 2017 (which reflects an annual bonus of \$1,455.47 divided by 2,080 hours), and \$0.72 per hour for 2018 (which reflects an annual bonus of \$1,495.50 divided by 2,080 hours).

18.04 Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- 1) they are related to the employee's job;

- 2) the taking of the course(s) has been approved of in advance by the Chief and the Mayor.
- 3) the employee obtains a grade of "C" or better; and
- 4) the grade received and receipt for the tuition are submitted to the Finance Director.
- 5) The amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends not to exceed the rate charged by Cleveland State University.

18.05 Certification Pay. Any employee required to have and with both Law Enforcement Automated Data Systems (LEADS) and Emergency Medical Dispatch (EMD) certification shall receive additional pay in the amount of Ninety-Eight cents (\$.98) per hour effective January 1, 2016. Effective January 1, 2017 such amount shall be One Dollar and One cent (\$1.01) per hour. Effective January 1, 2018, such amount shall be One Dollar and Four cents (\$1.04) per hour.

18.06 Employees shall be required to perform matron duty and each employee shall receive the following amounts in addition to their regular wages:

- | | | |
|-------------|---|---|
| 2016 | - | \$200 payable in June along with uniform allowance. |
| 2017 & 2018 | - | \$400 annually payable in \$200.00 increments in January and June each year along with uniform allowance. |

If an employee starts or leaves employment during the year, matron pay and uniform allowance shall be prorated and such pay will be based upon full months of service.

ARTICLE XIX

UNIFORM ALLOWANCE

19.01 All newly hired probationary employees shall receive, at the Employer's expense, one entire complement of new uniforms. All uniforms purchased shall be surrendered to the Employer if the employee fails to complete the probationary period.

19.02 During each year of this agreement, all non-probationary employees shall receive an annual uniform purchase and maintenance allowance in the amount of One Thousand Three Hundred Forty Six Dollars (\$1,346.00) in 2013; One Thousand Three Hundred Seventy-Three Dollars (\$1,373.00) in 2014 and One Thousand Four Hundred Seven Dollars (\$1,407.00) in 2015. This amount shall be divided and paid by separate checks in January and June of each year.

CERTIFICATE OF SERVICE

This is to certify that the foregoing Report was electronically filed with the State Employment Relations Board and electronically served on the parties by emailing it to their representatives listed below on May 9, 2016:

FOR THE CITY OF HIGHLAND HEIGHTS:

James Budzik, Attorney
jbudzik@mggmlpa.com

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Andrea Rocco, Attorney
arocco@opba.com

/S/ Sherrie J. Passmore
Sherrie J. Passmore