

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

FEB 28 10 34 AM '97

In the matter of

Case Nos. 96-MED-10-0908

Fact-finding between:

Fraternal Order of Police
Ohio Labor Council, Inc.

Fact-finder:

Martin R. Fitts

and

City of Bucyrus

February 26, 1997

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REPORT AND RECOMMENDATIONS OF THE FACT-FINDER

Appearances

For the Fraternal Order of Police, Ohio Labor Council:

Phil Hatch, Staff Representative
Joy McClarren, Union Representative

For the City of Bucyrus:

Marc Fishel, Attorney
Doug Wilson, Mayor
John Andrew Molter, Law Director
Jack Binnix, Service/Safety Director

PRELIMINARY COMMENTS

The bargaining unit consists of the Dispatchers in the City of Bucyrus Police Department. There are approximately 4 Dispatchers in the bargaining unit.

The State Employment Relations Board appointed the undersigned as Fact-finder in this dispute on November 29, 1996. The parties engaged in multi-unit bargaining for the patrol officers, lieutenants, sergeants, captains, and dispatchers on September 27, 1996, October 14, 1996, October 21, 1996, October 29, 1996, November 13, 1996, and January 13, 1997. The parties reached agreement on all issues with respect to the patrol officers, lieutenants and captains.

The fact-finding hearing was held on February 13, 1997 in the offices of the City of Bucyrus. Both parties attended the hearing, presented written positions, and elaborated upon their respective positions. There were two issues at impasse: Wages; and Sick Leave. The parties declined mediation at the hearing, and thus two issues were submitted for Fact-finding.

In rendering the recommendations in this Fact-finding Report, the Fact-finder has given full consideration to all testimony and exhibits presented by the parties. In compliance with Ohio Revised Code, Section 4117.14 (G) (7) and Ohio Administrative Code Rule 4117-9-05 (J), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this Report:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of 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 standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
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 in private employment.

All references by the Fact-finder in this report to the Employer's proposal and the Union's proposal are references to their respective final proposals as presented in writing at the February 13, 1997 hearing.

ISSUES AND RECOMMENDATIONS

Issue: Wages

Positions of the Parties

The Union proposes a wage adjustment of 96-cents/hour, plus a 3% increase in each year of the contract. The Employer proposes a wage adjustment of 20-cents/hour, plus a wage increase of 3% in each year of the contract. Thus both parties have agreed to a 3% increase in each year of the new contract, but differ as to the amount of a wage adjustment.

The Union presented testimony that its members were promised two 25-cents/hour increases when they assumed responsibility for answering all 911 calls, and to date they have only received one of these. Further, the Union cited the demands, stresses, liabilities and responsibilities of the dispatchers as greater than several clerical positions in the City that receive similar pay as the dispatchers. The Union believes that its members should be fairly compensated compared to these other positions.

The Employer noted that other bargaining units in the City received a 3% increase in each year of their contracts, and believes that this contract should follow this pattern. It noted that three positions in the AFSCME bargaining unit received additional equity adjustments similar to the 20-cents/hour in exchange for a reduction in vacation leave, yet the 20-cents/hour adjustment offered to this bargaining unit was not in exchange for anything.

Findings and Recommendation

Comments at the hearing from the Employer's representative acknowledged that it was true that the members of this bargaining unit may not have received the second 25-cents/hour raise that had been promised to them, and that this is why the City is now proposing a 20-cents/hour wage adjustment. In light of this acknowledgment, a wage adjustment greater than the 20-cents/hour offered by the City is justified. The Union's proposed 96-cents/hour, however, would result in an unreasonably large pay increase in the first year of the new agreement. The Fact-finder believes that a 35-cents/hour wage adjustment is more reasonable. An adjustment of 35-cents/hour will keep past promises on the part of the City, including making up for the delay in receiving the adjustment. Further, since this amount is only 15-cents/hour above the City's proposal, it will not be a significant additional expense to the City, especially since there are only four employees in this bargaining unit.

The Fact-finder recommends that the bargaining unit members receive a 35-cents/hour wage adjustment effective January 1, 1997, with a 3% wage increase in each year of the agreement.

Issue: Sick Leave

Positions of the Parties

At the hearing the parties discussed two sections of Article 9, Sick Leave. The parties agreed upon changes in Section 9.10 in the current agreement relative to cashing out unused sick time upon retirement. Remaining in dispute was the Union's desire to change Section 9.02 relative to sick leave accumulation.

The Union is requesting an increase in the rate that sick time is earned from the current 3.08 hours per 80 hours worked to 4.6 hours per 80 hours worked. It cited examples of members of the bargaining unit who have exhausted all their sick time due to illness. It also presented evidence that in 1994 the City of Bucyrus increased the sick time earnings for employees not covered by collective bargaining agreements to 4.6 hours per 80 hours worked. This includes part-time dispatchers in the police department, who are not part of this bargaining unit.

The Employer noted that the current language of 3.08 per 80 hours worked has been in the last two agreements, and suggested that this was negotiated in return for something that the Union wanted at the time, and the City should not have to relinquish this without a gain in another area at this time. Also, the City noted that the 3.08 accumulation rate is the same as in the City's AFSCME agreement and its agreement's with the agreements with the other two FOP/OLC bargaining units.

Findings and Recommendation

Regarding Section 9.10 relative to the cashing out of unused sick time at retirement, the Fact-finder recommends the changes outlined in the Employer's written proposal presented at the hearing and agreed to at that time by the Union.

Regarding Section 9.02 relative to the accrual of sick time, there is no question that at least one member of the bargaining unit would benefit greatly from the an increase in the rate of accumulating sick time. However, this in and of itself does not present sufficient grounds to recommend the Union's proposal. The Employer properly asserts that the present rate was negotiated with the Union fairly recently, and was most certainly part of the give and take in that round of bargaining. While the Union points to the sick leave accumulation rate for non-bargaining employees, it must also recognize that the employees covered by collective bargaining agreements, including two units this Union also represents, have the same language as this current agreement provides.

The Fact-finder's determination is that there is no justification for increasing the accumulation rate for sick leave, and thus the recommendation is that the language in the current Agreement be retained with no changes.



Martin R. Fitts 2/26/97
Fact-finder