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STATE EMPLOYMENT
RELATIONS BOARD

**IN THE MATTER
OF
FACT FINDING**

MAR 10 10 31 AM '97

BETWEEN The City of Urbana, OH and the Fraternal Order of Police OLC, Inc.	CASE NO. : SERB 96-MED-10-0975 FACT FINDER: JOHN S. WEISHEIT DATE OF HEARING: Feb. 21, 1997 DATE OF REPORT: March 7, 1997
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**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
Dale Miller, Dir. Of Finance Joseph Smith, Asst. Dir. Of Admin.	Phil Hatch, FOP Representative Jill Gunsaulis, Dispatcher/Clerk -FOP Rep. Lori E. Martinez, Dispatcher/Clerk- FOP Re.

AUTHORITY

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces.



BACKGROUND

The City of Urbana, hereinafter referred to as the "Employer" and/or the "City," is a small rural city located in west-central Ohio. It has a population of about 12,000. The City provides comprehensive municipal services to its citizens. In addition, it provides some safety services to neighboring townships and has entered into emergency mutual assistance agreements with area political subdivisions. The City employs about 100 people to provide these services with an annual budget of about \$11,000,000.

The City engages in collective bargaining with a number of different employee representatives representing different employee classifications. The Ohio Fraternal Order of Police, OLC, Inc., hereinafter referred to as the "Union" and/or the "FOP," is the employees' representative for three (3) bargaining units of employees in the Police Department. They include the command officer's unit, non-command officer's unit, and the dispatchers/clerk unit. Each unit bargains independently, though usually during the same time frame, yet is covered by its own collective bargaining agreement with the City. In the most recent series of negotiations, agreement was reached between the City and the command and non-command units. Impasse occurred in the negotiations with the Dispatchers unit. This unit includes four full-time employees. The parties engaged in good faith bargaining on a successor agreement and resolved all matters except three (3) issues. These items at impasse were submitted to Fact-finding in keeping with statutory provisions of ORC 4117.

The above-named Fact-finder was duly selected. A fact-finding hearing was convened on February 21, 1997. At that time the parties presented testimony and documents in support of their respective positions on the unresolved issues. Upon accepting said testimony and documents, the Fact-finder reviewed the facts and positions according to rules and procedures set forth under ORC 4117 and the rules and regulations of the State Employment Relations Board. This Report is based on the determination and recommendation of information so provided.

ISSUES AT IMPASSE

The following issues remain unresolved and are at impasse:

Wages
Shift Differential
Court Overtime

All other matters have been withdrawn, tentatively agreed to, or otherwise disposed of between the parties.

**SUMMARY OF THE PARTIES RESPECTIVE POSITION
ON ISSUES AT IMPASSE**

Employer	Issue	Union
Propose a flat \$10.00/hr rate effective 1/1/97, with a 3.5% increase, effective 1/1/98, and another 3.5% increase effective 1/1/99.	Wages	Propose a \$10.00/hr. base pay rate schedule effective 1/1/97, increased by 4.0%, effective 1/1/98, and increase by 4.0% effective 1/1/99. It further proposes modification to the wage scale structure.
Reject the inclusion of a shift differential.	Shift Differential	Proposes shift differentials of \$0.25 - \$0.35/hr. for regular shift work regularly performed other than the M-F day shift.
Propose retaining the current provision regarding Court overtime pay.	Court Overtime	Propose increasing the minimum pay for Court reporting time by one hour.

DISCUSSION & FINDINGS

General

The three (3) issues at impasse are all economic matters. They are reviewed in this context. Recommendations are reflected in an item by item basis, as is directed under ORC 4117. It is also noted that several economic issues are resolved with tentative agreement.

“Ability to pay” is not raised in this matter. The identified issue is what is the “appropriate” pay for the police dispatcher/clerks.

In the course of the testimony and documents introduced at the fact finding hearing, a number of relevant factors were introduced. The parties appear in agreement that the current pay for this employee classification needs a significant upgrade. This is reflected in unrefuted testimony and documentation regarding employee turnover, increased responsibilities and duties, and increased experience and training required to perform the job.

Comparables

Comparables, at best, provide basic direction in negotiation impasse. Each party has used many of the same jurisdictions in the course of supporting the respective positions. In presentation and documentation, they note discrepancies. At best, comparable data to other employers offers an overview of points being noted. This situation is the exception rather than the rule. A major discrepancy is recognized and the parties, each in its own way, have indicated a willingness to deal with it. The use of comparables may already have provided their greatest help to the parties in recognizing the extent of disparate pay to this employee classification.

Base Rate

The City has addressed this situation by proposing a significant flat rate wage increase. It contends that another bargaining unit, in a similar situation, found this approach satisfactory and thus argues that it is appropriate in this situation. The Union, while agreeing to the City rate as a base amount, seeks not only to retain a wage scale, but proposes to increase and expand its structure.

The base rate does not appear in dispute by the parties. The issue in dispute is identified as the economic impact of the compounding cost factor of the Union proposed pay structure, Court Overtime, and Shift Differential Pay.

Second & Third Year Increases

Proposed wage increases the 2nd and 3rd year of the Agreement find the parties relatively close. To insure continued local equity in future years, annual base rate increases must be in line with that provided other employee units.

Pay Schedule Structure

The City proposal, while effecting a significant base rate increase, actually generates an undesired and inequitable side effect. It provides a greater reward to the less experienced and new hires. The more experienced employee who has already provided service under the period of recognized wage inequity, and gained experience desired receives a proportionately less wage increase. Under a flat rate pay, this inequity would continue.

In general, pay scales are the rule in public sector. In the private sector, flat rate pay concept is the norm. Yet, in more recent years, there is found a merging of many wage terms between the public and private sector.

The fact that one bargaining unit agreed to the flat rate pay proposal of the City must be viewed in total context of its many parts composed in that agreement. The current impasse is reviewed in a similar manner. Retaining the concept of a pay schedule is found appropriate in total context of the recommendation included in this Report.

Obtaining and Retaining Qualified Employees

There is a significant cost factor in the recruitment and training of new employees. Maintaining a stable work force is not only beneficial to the employee, but also a cost saving factor to the Employer. It is also noted that the current collective bargaining agreement does not include a longevity provision. The Union has proposed increasing the number and frequency of steps on the base wage schedule. The number and frequency so proposed is found too aggressive. This is particularly noticeable when taken in perspective of the total base increase offered relative to the pay grades of current staff.

The Union's proposed wage structure adjustment exceeds the service time of any employee currently employed. The recommendation incorporates the concept the current, as well as the Union proposed structure, of not granting step increases annually. The recommendation is designed to provide a workable equal playing field for the duration of the Agreement and a base for future periodic review as needed.

Court Overtime Pay

The cost to increase the number of minimum hours of court overtime pay will be effected in a compounding manner with an increase in the base pay schedule. The Union is not persuasive that an increase in the minimum court overtime pay is justified at this time, particularly in light of the recommended increase in base pay.

Shift Differential

There is a time and a place to include new pay concepts in a collective bargaining agreement. The concept of shift differential does have merit, however its time is not now. It is recommended that this provision not be included in the Agreement.

RECOMMENDATIONS

General: Items of Tentative Agreement - It is recommended that all items of tentative agreement be included in the Agreement.

Impasse Item I: Court Appearance Pay - It is recommended that the Court Appearance Pay, as appears in Article 22 of the expiring contract, be included in this Agreement

Impasse Item 2: Shift Differential - It is recommended to not include this provision in the Agreement.

Impasse Item 2: Base Pay Schedule - It is recommended that Article 16 - Wages and Benefits be included as follows:

ARTICLE 16 - WAGES AND BENEFITS

Dispatchers in the following steps shall receive the following hourly rate of pay:

Yrs of Service	Effective 1/1/97	Effective 1/1/98	Effective 1/1/99
0 - 2	\$10.00	\$10.35	\$10.71
2 - 4	\$10.30	\$10.66	\$11.03
4 - 6	\$10.61	\$10.98	\$11.36
6 - 8	\$10.93	\$11.31	\$11.71
8 - 10	\$11.26	\$11.65	\$12.06

The Director of Administration shall assign employees to steps which shall constitute the wage of individual dispatchers.

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of 7 pages, inclusive of this page, and recommendations contained herein, are made in this matter of Fact Finding by the below signed Fact Finder.

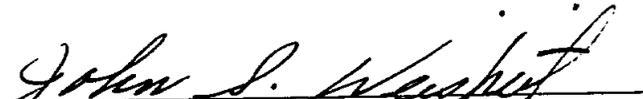
All matters presented before the Fact Finder and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.

If there is found conflict in the Report between the Fact Finder's Discussion and his Recommendations, that language in the Recommendations shall prevail.

All matters of tentative agreement are recommended, to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this March 7, 1997.



John S. Weisheit, Fact Finder

CERTIFICATE OF SERVICE

This will affirm that the Fact finding Report in the Matter of Fact finding between

City Of Urbana, OH

Y

FOP, OLC, Inc.

Case No.

96-MED-10-0975

was served to the below named parties at the stated addresses

Dale Miller, Dir.
Finance Dept.
City of Urbana
City Building
205 S. Main St.
Urbana, OH 43078

Phil Hatch, Rep.
FOP, OLC, Inc.
607 Lee St.
Marion, OH 43302

by 1st Class U.S. Postal Service Mail, on March 7, 1997.

I affirm, to the best of my knowledge that the foregoing is true and accurate.


March 7, 1997
John S. Weisheit, Fact Finder Date