

STATE EMPLOYMENT
RELATIONS BOARD

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FEB 13 10 48 AM '93

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February 14, 1998

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S)	CASE NO. 97-MED-10-1149
BENEVOLENT ASSOCIATION)	
)	
UNION)	FACT FINDER, SAM JANIS
)	
)	
and)	
)	
CUYAHOGA METROPOLITAN)	
HOUSING AUTHORITY)	
)	
Employer)	

REPORT AND RECOMMENDATIONS

SAM JANIS

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G. Thomas Worley, Administrator,
Bureau of Mediation, S.E.R.B.

February 14, 1998

Mr. James Van Bergen
C.M.H.A.

Mr. Jeff Perry
O.P.B.A.Re: Case No. 97-Med-10-1149
Gentlemen:

On December 1, 1997 I was appointed Fact Finder in the above case.
Shortly after being appointed I received a copy of the attached letter from Mr. Perry.

Several days later I called Mr. Perry only to learn that he had not received an answer to his letter and that I should set up a hearing because this was the usual behavior of C.M.H.A. After several days of trying to reach Mr. Van Bergen I was successful. I told him of the Union's request for a hearing, told him I was going to hold a hearing and could we use the C.M.H.A. for a hearing site. I also told him the proposed date of the hearing. Mr. Van Bergen said it would be satisfactory. I suggested that he call Mr. Perry and meet with him to work out the agreement. He said he would call Mr. Perry and I asked that he call me and let me know the outcome. About a week or so later I called Mr. Perry to find that he wasn't contacted and again he requested that I set up a hearing. I followed this up with a notice to the parties that a hearing would be convened. A copy of that notice is enclosed.

On Monday February 2, 1998, a Hearing was convened at the offices of Cuyahoga Metropolitan Housing Authority 1441 West 25th Street, Cleveland, Ohio at 10.00a.m. The following people were present.

C.M.H.A

O.P.B.A.

Sylvester R. Milton, Employee
Relations Officer

Jeff Perry, Representative

Mr. Milton explained to me that the regular Labor Relations Officer of C.M.H.A. had quit and he really didn't know what to do because he was unfamiliar with the status of negotiations and that he was willing to do what ever I proposed. I pointed out that the Authority had not contacted the Union or myself, that no material was submitted to me prior to the hearing as required and which was indicated in both letters from Mr. Worley and myself and that a postponement would serve no useful purpose and I would proceed to open the hearing. This was satisfactory to all parties

The C.M.H.A. is a publicly funded entity employing several hundred people, and deals with 7 unions. The Dispatchers Unit employs 11 people whose duties are to serve and protect the safety of the citizens of Cuyahoga County, Ohio by performing telecommunications duties. All are members of O.P.B.A. The Union also represents the regular, full time policemen, (sworn officers) and the another group indicated as Unsworn Officers who are not armed.

The basic concern with the renewal of this agreement for the Dispatchers is that the police units received certain improvements that the dispatchers want included in their agreement plus some other things concerning their particular duties.

The Union submitted 10 issues to the Fact Finder a day prior to the hearing, C.M.H.A. submitted nothing in writing before the hearing but did submit requested information at the hearing to both the union and the Fact Finder. Even though C.M.H.A. did not submit information prior to the hearing both Mr. Perry and I agreed that we should proceed as though information had been provided prior to the hearing since further delay would serve no purpose.

Following are the 10 issues in dispute and the recommended solution for each one.

1. ARTICLE 10 ASSOCIATION REPRESENTATION

This is a new article as proposed by the Union.

Section 3. Union representatives shall be allowed to discuss union business with the members of the bargaining unit as long as there is no adverse impact on day to day operations.

The union argues that this is the only bargaining unit that is restricted in the communications with the union. C.M.H.A, is also the only Employer that does not allow the Union Representatives into the Dispatch Center. This bargaining unit should be provided with the same benefits as the other bargaining units.

The response of C.M.H.A. was this was not a serious problem and he didn't think

there would be a problem by including this section in the agreement.

Recommendation: A representative of the union shall have access to the Dispatch Center to discuss union business with members of the bargaining unit, providing that it shall have no adverse impact on the day to day operations of the Dispatch Center. The union representative shall first notify the officer in charge of his or her presence.

2. ARTICLE 19 OVERTIME PAY AND COURT TIME

Section 5 reads as follows:

Mandatory training shall be compensated at straight time for actual time worked or as overtime in accordance with Section 1 of this Article if the same is overtime.

Union Proposal To add the following to this section
Transportation shall be provided both to and from the site of any mandatory training.
Whenever a dispatcher must act as a trainer, they shall receive an additional half hour of pay in compensatory time for each hour of training.

Argument of Union: CMS has always provided members of the Police Department with transportation to and from training sites from Headquarters upon request. There ought to be no problem with putting this practice in writing.

Many contracts call for extra compensation for training new employees or retraining fellow employees. So long as there is training required, it is only reasonable to compensate the trainer for the extra stress and effort required to train some one

Employer Response: Since Mr. Perry produced an agreement that provided extra compensation for a trainer in the amount of \$1.00 per hour for such service. He indicated that this might be a reasonable compromise and a solution to the problem.

The Employer representative was reluctant to provide transportation.

RECOMMENDATION Article 19, Section 5 shall read as follows:

Mandatory training time shall be paid for at straight time plus One Dollar (\$1.00) per hour or fraction thereof for each hour of the training period.

If the training site is outside the limits of the City of Cleveland the Employer shall provide such transportation to and from the site

3 ARTICLE 22 VACATION

The current agreement reads as follows

Section 1. Each full time employee shall earn and be entitled to paid vacation in accordance with the following schedule

Length of Service with CMHA	Weeks
After --- one (1) year	Two (2) weeks
After---- eight (8) years	Three (3) weeks
After--- twelve (12) years	Four (4) weeks
After---twenty-two (22) years	Five (5) weeks

The Union proposes the following vacation schedule:

Section 1. Each full time employee shall earn and be entitled to paid vacation in accordance with the following schedule;

Length of Service with CMHA	Weeks
After -----one (1) year	Two (2)
After----- five (5) years	Three (3)
After----- ten (10) years	Four (4)
After-----fifteen (15) years	Five (5)
After-----twenty (20) years	Six (6)

RECOMMENDATION

In its position paper, the Union states that this is the same language that was given to the Police Officers in their last contract.. Based upon internal parity this language ought to be granted to the Dispatchers.

The current contract of the Police Officers does indeed contain this clause. However, CMHA and the negotiator for the Union agreed that this was an error and that the old clause was still in effect.. This being the case, and parity being the desire of the Union, this request is without merit and cannot be recommended.

4. ARTICLE 23 SICK LEAVE

Section 10 reads as follows:

regardless of day of week, or status of day in connection with rotating schedule, no employee shall be mandated to produce proof of illness for sick time unless said employee has used more than 24 hours of sick time in the preceding 3 months (90) day

pay period. Two times a year, the Employer will provide in writing, at the employee request, a statement of sick time, vacation time and compensatory time

Section 11 Reads as follows:

Any employee off sick for three (3) or more consecutive days must provide proof of illness. Except, an employee who is off sick on his last regular scheduled work day after a holiday shall provide proof of illness.

Union Proposal: SPO language

Section 10 Upon retirement accumulated sick time shall be paid at a rate of one (1) days pay for two (2) days of sick time

Section 11 Any employee off sick for more than three (3) consecutive days may be required to provide proof of illness.

Unions Position Section 10 was agreed to in the last contract negotiations but was somehow omitted. Section 11 was given to both the Police and the Special Police in the last contract negotiations last year. Therefore this language ought to be granted based upon internal parity.

RECOMMENDATION

While no proof of the union's claim was established of prior agreement of this clause, both parties to this agreement acknowledge that this change was made in the current agreement between the uniformed (sworn) officers and, to the non-sworn officers as well. It seems only fair or propose that the same treatment be accorded the employees of this unit, and the following sentence should be added to the agreement.

Section 10 Upon retirement accumulated sick time shall be paid at the rate of 1 days pay for 2 days of sick time.

Section 11 Here again, the uniformed (sworn) officers agreement was changed wherein the requirement that three days of illness or more required proof of illness was changed to may be required to provide proof of illness. Therefore I am proposing that this section 11 be written to read: Any employee off sick for more than three (3) consecutive days may be required to provide proof of illness.

5 ARTICLE 24 SICK LEAVE BONUS

Section 1 An employee using forty (40) hours or less of available sick time per year shall receive as a bonus sixteen (16) hours of pay at the end of the year. The sick day year will run from January 1st, to December 31st. Payment will be made by separate check at the time of the next pay following the completion of the sick day year.

The Union proposes the following addition,

Any member of the bargaining unit shall be permitted to donate any amount of accumulated sick time and/or compensatory time to the account of any other member of the bargaining unit.

The Union submits the agreements of both the sworn and unsworn officers showing that this request was granted to them in their last negotiations and want the same privilege for this unit as well.

RECOMMENDATION

Since both the Employer and Union Representatives didn't see a problem with this request I recommend that the following clause be inserted into this new agreement.

Any member of the bargaining unit shall be permitted to donate any amount of accumulated sick time and/or compensatory time to the account of any other member of the bargaining unit

6. ARTICLE 25 PERSONAL LEAVE

Section 3 Reads as follows Lunch Period: All employees will be permitted to take 25 minutes for lunch period Lunch period may be interrupted in case of emergency to meet operational necessities. Lunch shall be taken on site.

The Union proposes to increase the lunch period by five (5) minutes all other conditions remaining the same. . The reason put forth is that this additional five minutes will relieve or avoid additional stress.

RECOMMENDATION

While the other two comparable police units carry the same 25 minutes for lunch, the police units can easily add five minutes to their lunch period as they are not stationed in one place all day long, sitting at a switchboard under constant stress. The request has merit and the recommendation is to grant the requested five additional minutes.

7 ARTICLE 31 COMPENSATION

The contract presently reads:

Salary

Entry	\$ 7.06	Until trained or 6 months whichever comes first
6 months in classification	\$ 9.06	
Over one (1) year	\$ 9.31	
Over three (3) years	\$ 10.17	
Over five (5) years	\$ 11.03	\$11.13 January 1, 1996
Over seven (7) years	\$ 11.50	

Signing Incentive

\$ 400.00 to all bargaining unit employees upon execution of this collective bargaining agreement in 1995.

Union Proposal

Wages, Per Hour	1/1/1998	1/1/1999	1/1/2000
Start	\$ 9.50	\$ 9.98	\$ 10.47
After 1 year	\$ 10.00	\$ 10.50	\$ 11.03
After 2 years	\$ 10.75	\$ 11.29	\$ 11.85
After 3 years	\$ 11.25	\$ 11.81	\$ 12.40
After 4 years	\$ 12.00	\$ 12.60	\$ 13.23
After 5 years	\$ 12.65	\$ 13.28	\$ 13.95

\$ 400.00 to all bargaining unit employees upon execution of this collective bargaining agreement in 1997.

Union Statement. The Union is changing from a wage system that skips years and lasts for seven years to a more standard wage step schedule that has annual wage increases and tops out at five (5) years. The large wage increases are necessary to move the Dispatcher more in line with all of the Dispatchers working in Cuyahoga County

RECOMMENDATION

The Housing Authority did not offer a wage schedule or other information in the area of salary compensation. Therefore the only information available was submitted by the Union. Consideration of this suggested salary schedule is based upon the Union's submitted information and my own experience..

In looking at the agreement of the sworn officers it indicates a change from a seven year wage schedule to a contraction of five years. This indicates that the Housing Authority accepted a five year schedule of compensatory steps and I believe that this is a good step forward and therefore recommend that it be adopted for the Dispatchers.

I am suggesting the following salary compensation retroactive to January 1,1998

Wages	1/1/1998	1/1/1599	1/1/2000
Hiring Rate	\$ 8.00	\$ 8.24	\$ 8.49
After 6 monthe	9.50	9.79	10.08
After 1 year	10.00	10.30	10.61
After 2 years	10.50	10.82	11.14
After 3 years	11.00	11,33	11.67
After 4 years	11.50	11.85	12.20
After 5 years	12.25	12.62	13.00

While some of these proposed rates may seem a little high they reflect what appears to be a need to attract and keep well trained and experienced personnel. The conversation between the Union, the Housing Authority and myself was quite clear on this subject.

8. ARTICLE 32 SHIFT DIFFERENTIAL

Section 1 reads as follows: Employees required to work the afternoon or midnight shift will be compensated in addition to their regular pay at the rate of 20 cents per hour for afternoon and 30 cents per hour for midnight shift

The Union proposes to increase the afternoon payment from 20cents per hour to 25 cents per hour and to further increase the midnight shift payment from 30 cents per hour to 35 cents per hour. The Union claims that both the Police Officers and Special Police Officers were granted this small increase in the shift differentials. And the Union further states "that bases upon internal parity the Dispatchers ought to receive the requested shift differential as well.

RECOMMENDATION

The Unions submission of the two current agreements with both the Police and Special Police Officers were examined by this Fact Finder and neither one showed the small increase in the shift differential that the Union requests. Both agreements show a shift differential of 20 cents per hour for the afternoon shift and 30 cents per hour for the midnight shift. I agree that internal parity is important and therefore do not recommend the increase as requested by the union.

9 ARTICLE 34---UNIFORM ALLOWANCE

The current agreement reads as follows:

Section 1. Effective immediately, newly hired employees shall receive the following uniform issuance:

4 long sleeve shirts	2 ties
4 short sleeve shirts	2 commander's v-neck sweaters
3 pair trousers	1 winter coat blazer
4 skirts	

Section 2 Effective immediately, all employees shall receive an annual uniform allowance in the amount of three hundred (\$300.00) dollars. This amount shall be paid on March 1st.

The Union offers the following modifications in the new agreement:

Section 1 Effective immediately, newly hired employees shall receive the following uniform issuance:

4 long sleeve shirts	2 ties
4 short sleeve shirts	2 commander's v-neck sweaters
3 pair trousers	1 winter coat blouer
4 skirts	

Section 2 Effective immediately, all employees shall receive an annual uniform allowance in the amount of Five Hundred (\$500.00) Dollars. This amount to be paid on March 1st.

The Union position is that the agreements of the Police and Special Police Officers provide these changes and therefore they too should have them.

RECOMMENDATION

Following the pattern of uniformity within the Authority the following is recommended

Section 1. Effective immediately , newly hired employees shall receive the following uniform issuance:

4 Long sleeve shirts	2 ties
4 short sleeve shirts	2 commander's v-neck sweaters
4 pair trousers or four skirts or a combination not to exceed four (4) garments.	1 winter coat-blouer

Section 2 Effective immediately, all employees shall receive an annual uniform allowance in the amount of Five Hundred Dollars (\$500.00). This amount shall be paid in two equal payments on March 1st and September 1st of each year.

10. ARTICLE 41 LONGEVITY

The current agreement reads as follows: Longevity shall be paid each year on November 1 after the completion of five (5) years of service as a dispatcher for CMHA.

The Union proposes the following:

Section 1. Longevity shall be paid each year on November 1 upon completion of five (5) years of service as a Dispatcher for CMHA.

Years	Payment
5	\$ 500.
10	950.
15	1700.
20	2200.
25	2700.

The union argument is that both of the other units sworn and unsworn officers now have this in their agreement and so for equity , these improvements should be provided for the Dispatchers.

RECOMMENDATION

The two agreements submitted, sworn and unsworn are not the same in all years of service.

The chart below indicates the similarities and differences:

Years	Dispatchers		Unsworn Officers	Sworn Officers
	Current	Proposed	Current	Current
5	\$ 200.	\$ 500	\$500	
6				\$ 500
10	\$ 300	\$ 950	\$ 950	
12				\$ 950
15	\$ 400	\$ 1700	\$ 1700	
16				\$ 1700
20	\$ 500	\$ 2200	\$ 2200	
22				\$ 2200
25	\$ 600	\$ 2700	\$ 2700	
27+				\$ 2700

While the amounts of money are the same in both sworn and unsworn officers' agreements, the length of service to receive these amounts vary. In examining the length of service of the present employees of the Dispatchers unit there is no one who has served 12 or more years and it will be at least four years when some one becomes eligible. But because the dispatchers unit has had a prior agreement calling for a five year spread between each period it makes no sense to change the years required to earn the longevity bonus and therefore the Union's request seems reasonable and the recommendation is as follows:

Article 41 Longevity shall be paid each year on November 1 after the completion of five (5) years of service as a Dispatcher for CHMA, in the amounts indicated next to the years of service as follows:

Years	Amount of Payment
5	\$ 500
10	\$ 950
15	\$ 1700
20	\$ 2200
25	\$ 2700

Respectfully submitted,

Sam Janis -- Fact Finder