

FACTFINDING REPORT

DEC 2 10 11 AM '98

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

November 30, 1998

In the Matter of :

City of South Euclid)

and)

Ohio Patrolmen's Benevolent Association)

Case No.97-MED-10-1165
Dispatchers

APPEARANCES

For the City:

Marc Bloch, Counsel
Thomas Lucha, Police Chief

For the Union:

Jeff Perry, Staff Representative
Darlene Grose, Dispatcher

Factfinder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the City of South Euclid and the Ohio Patrolmen's Benevolent Association which represents the police dispatchers. The parties are negotiating for a contract to replace the one which expired on December 31, 1997.

The Factfinder met with the parties on September 29, 1998; October 23, 1998; and October 29, 1998. When mediation did not produce an overall agreement, a factfinding hearing was held and this report was written.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the 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;
- (c) 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;
- (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 issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The parties submitted 15 issues to the Factfinder. Given the extensive discussions during mediation and the mutual desire of the parties to expedite the resolution of the dispute, the parties agreed that the Factfinder did not need to present a discussion of their

positions and could present a brief rationale for his recommendations where he felt it was appropriate.

1) Article 7 - Uniform Allowance, Section 7.1 - The current contract provides for a uniform allowance of \$425 per year. The union seeks to increase the allowance to \$550 effective January 1, 1998 and the city proposes increasing it by \$50 effective January 1, 1998 and \$25 effective January 1 of 1999 and 2000.

The Factfinder recommends that the city's position be adopted. Its proposed increase is the same increase as agreed to by the patrolmen and awarded to the firefighters in conciliation by the Factfinder in the instant case.

Recommendation - The Factfinder recommends the following contract language:

Full-time employees in the bargaining unit shall receive an annual uniform allowance for the sole purpose of replacement and maintenance of uniforms which will be paid in equal installments on March 15 and September 15 of the year. The uniform allowance shall be \$475 effective January 1, 1998; \$500 effective January 1, 1999; and \$525 effective January 1, 2000.

2) Article 8 - Holidays, Section 8.1 - The current contract includes 11 holidays. The union wishes to add two holidays. The city opposes the union's demand.

The Factfinder recommends that the number of holidays remain the same. The patrolmen received no change in holidays and there appears no reason to treat the dispatchers differently.

Recommendation - The Factfinder recommends current contract language.

3) Article 8 - Holidays, Section 8.3(c) - The current contract requires the city to pay dispatchers who are scheduled to work on Thanksgiving or Christmas four hours of additional straight time pay. The union demands the extra compensation for

working on any of the named holidays. The city offers to extend the extra compensation to one additional holiday.

The Factfinder recommends that the city's position be adopted. It is the same offer as was made to the patrolmen.

Recommendation - The Factfinder recommends the following contract language:

In addition to the preceding provision, employees who are scheduled for Thanksgiving Day, Christmas Day, or July 4 will be paid four (4) additional straight time hours which will be credited to the employees accumulated compensatory time off.

4) Article IX - Vacations, Section 9.1 - The current contract includes the following vacation schedule:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year	One-sixth week per month to Dec. from date of hire
After 8 years	Three weeks
After 15 years	Four weeks
After 20 years	Five weeks

The union demands the following vacation schedule:

<u>Length of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks
After 20 years	6 weeks

The city offers the following:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year	One-sixth week per month to Dec. from date of hire
After 1 year	2 weeks
After 7 years	3 weeks
After 14 years	4 weeks

After 19 or 20 years* 5 weeks

* Contingent on the award of the Conciliator in the patrolmen's dispute.

The Factfinder recommends the city's offer. It treats the dispatchers the same as patrolmen and firefighters.

Recommendation - The Factfinder recommends the following contract language:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year	One-sixth week per month to Dec. from date of hire
After 1 year	2 weeks
After 7 years	3 weeks
After 14 years	4 weeks
After 19 or 20 years*	5 weeks

* Contingent on the award of the Conciliator in the patrolmen's dispute.

5) Article X - Hospitalization, Sections 10.5 - Dental and Vision

Insurance - The city currently provides dental and vision insurance but the contract does not include a provision requiring it to do so. The union proposes that the contract require the city to provide dental and eye care insurance at no cost to the employee. The city does not oppose the union's demand.

Recommendation - The Factfinder recommends the following contract language:

The employer will provide dental and eye care insurance at no cost to the employees.

6) Article X - Hospitalization, Section 10.6 - Life Insurance - The city currently provides \$15,000 life insurance to dispatchers but the contract does not include any provision which requires it to do so. The union proposes including the requirement to

provide life insurance in the agreement and wishes to increase it to \$20,000. The city does not oppose the union's demand.

Recommendation - The Factfinder recommends the following contract language:

The employer shall provide \$20,000 of term life insurance for each dispatcher.

7) Article XI - Salary and Overtime, Section 11.2 - Guaranteed

Workweek - The current contract specifies that the normal workweek is 40 hours but indicates that it is not guaranteed. The union demands a guaranteed 40-hour workweek and a provision that indicates that "the normal workweek and work day shall not be reduced if there are part-time dispatchers employed." The city opposes the union's demand.

The Factfinder recommends that the contract simply specify that the normal workweek is 40 hours. The guaranteed workweek which the union seeks is not customarily found in dispatchers' contracts. Furthermore, there is no indication that the city intends to change the normal workweek for dispatchers.

Recommendation - The Factfinder recommends the following contract language:

The normal workweek for full-time dispatchers will be forty hours per week.

8) Article XI - Salary and Overtime, Section 11.3 - Overtime - The

current contract requires time and one-half after 40 hours and mandates that overtime be offered first to full-time dispatchers. The union demands time and one-half after eight hours in a 24 hour period and seeks to require overtime and open shifts "created by sick call-outs or extended sick leave" be offered first to full-time dispatchers. The city wishes to retain the current contract provision.

The Factfinder recommends that the union's demand be denied. Requiring the city to offer all open shifts to full-time dispatchers would restrict the use of part-time dispatchers beyond what is the norm in area police departments and could result in considerably greater overtime expenses for the city. The current language insures that if overtime must be paid to cover a shift, full-time dispatchers will have the first opportunity to work the shift.

Recommendation - The Factfinder recommends the current contract language.

9) Article XI - Salary and Overtime, Section 11.4 - Emergency Call-Out Guarantee - The current contract requires the city to pay dispatchers who are called out time and one-half for actual hours or a minimum of four hours at straight time. The union proposes increasing the minimum to three hours at time and one-half. The city accepts the union's demand.

Recommendation - The Factfinder recommends the following contract language:

For emergency or special callout duty, bargaining unit employees shall be paid the higher of either, (1) time and one-half their straight time hourly rate for the actual hours worked, or (2) three (3) hours of pay at time and one-half their straight time hourly rate. Emergency call-out guarantee shall not apply where such employee remains on duty past his regular shift or when called for additional hours immediately prior to his shift time.

10) Article XI - Salary and Overtime, Section 11.6 - Annual Salary -

The current contract includes the following salary schedule:

Start	\$19,125
After 1 year	21,005
After 2 years	22,200
After 3 years	28,080

The union proposes to increase the salary schedule 8% effective January 1 of 1998, 1999, and 2000. The city offers to increase salaries by 4% on these dates.

The Factfinder recommends the city's wage offer. First, while dispatchers in the city are paid less than in some surrounding cities, the gap has narrowed. Data supplied by the city and the union indicate that in 1993 the average top wage plus uniform allowance for dispatchers in the city was \$22,401 or 88.6% of the average for seven nearby cities -- Beachwood, Euclid, Highland Heights, Lyndhurst, Mayfield Heights, Richmond Heights, and University Heights. In 1997 the wage plus uniform allowance in the city rose to \$28,505 or 95.2% of the average of \$29,450 in the seven cities. While data on total compensation was not provided for 1993, the Factfinder believes that it would show the same narrowing of the gap.

Second, the gap between the city and the average for the nearby cities will continue to close if the city's offer is adopted. The parties provided the 1998 wage increase for four of the seven cities. The average wage increase is 3.4% compared to the city's offer of 4.0%. The Factfinder suggests that the increase in the other cities and in subsequent years will be less than the 4% increases proposed by the city.

Third, the city's position is strongly supported by internal comparisons. The patrolmen agreed to 3.5% wage increases for 1998, 1999, and 2000. The firefighters were awarded 4.0% wage increases for the same years. Even if the patrolmen receive in conciliation the increase in the firearm proficiency allowance they are seeking, the dispatchers will still have an equivalent increase in compensation.

Finally, it is appropriate to note that while dispatchers in the city do not receive as high compensation as some of the surrounding cities, their compensation compares favorably to many other Cuyahoga County dispatchers.

Recommendation - The Factfinder recommends the following contract language:

The annual salary schedule for dispatchers shall be increased 4% effective January 1, 1998; January 1, 1999; and January 1, 2000.

11) Article XI - Salary and Overtime, New Section - Differential for Training Officers - The union proposes a new contract provision that requires the city to pay a dispatcher who is assigned to train an employee an additional \$1.00 per hour effective in 1998, \$1.50 per hour in 1999, and \$2.00 per hour in 2000. The city opposes the union's demand.

The Factfinder cannot recommend the union's demand. Dispatchers have always trained new dispatchers and have not received extra compensation. No evidence was offered to indicate that the payment the union seeks is the norm in the area. Furthermore, the training of new dispatchers involves little or no additional duties or responsibility.

Recommendation - The Factfinder rejects the union's demand.

12) Article XI - Salary and Overtime, New Section - Matron Duties - The union seeks a new section that mandates that dispatchers be trained to perform matron duties and that effective April 1, 1998 be paid an annual \$250 allowance. The city rejects the union's demand.

The Factfinder cannot recommend the union's demand. The testimony indicates that the majority of matron work is performed by a nonbargaining unit employee and very little matron work is performed by dispatchers. It further appears that as more female police officers join the force even less of this work will be done by employees other than police officers.

Recommendation - The Factfinder rejects the union's demand.

13) Article XI - Salary and Overtime, New Section - Educational Stipend - The union seeks a new provision that requires an increase in the base rate of

pay of 2.5% for employees who have a two-year degree and a 5.0% increase for employees who have a four-year degree. The city opposes the union's demand.

The Factfinder must reject this demand. While he believes that encouraging employees to earn a college degree is a worthwhile goal, he recognizes that none of the other bargaining units enjoy the benefit that the dispatchers are seeking. The Factfinder does not feel that the union could show that this new benefit should be introduced to the city by this bargaining unit. However, as indicated below, the Factfinder believes that tuition reimbursement should be available to the dispatchers on the same basis as other employees of the police department.

Recommendation - The Factfinder rejects the union's demand.

14) Article XII - Sick Leave, Section 12.1(c) - The current contract indicates that the sick leave buy-out upon retirement is 1/3 of the sick leave accumulation up to 960 hours plus 1/4 of the accumulation from 960 to 1200 hours. The union seeks to increase the sick leave buy-out to 1/2 of unused time up to 1200 hours. The city offers to increase the buy-out to 1/3 of unused time up to 1200 hours.

The Factfinder recommends that the sick leave buy-out be increased to 1/3 of unused hours up to 1200 hours. This increases the maximum buy-out from 380 hours to 400 hours. This is the same increase in hours that was agreed to by the firefighters and the patrolmen.

Recommendation - The Factfinder recommends the following contract language.

For those persons covered by this agreement, the limit of 960 hours of sick leave accumulation as set forth in Codified Ordinance Section 137.05(a) is raised to 1200 hours. In addition, the year end compensation for the employees who accumulate hours in excess of 960 as set forth in the Codified Ordinance Section 137.08 is raised to 1200 hours. With regard to Codified Ordinance Section 137.07 pertaining to payment of accumulated sick leave upon termination or retirement, it is modified for persons covered by this

agreement to provide as follows: 1/3 of the unused sick leave hours up to a total of 1200 hours.

15) Article XIV - Longevity Pay, Section 14.1 - The current contract contains the following longevity schedule:

1st through 5th year of continuous service	No Entitlement
6th through 10th year of continuous service	\$350.00
11th through 15th year of continuous service	\$500.00
16th through 20th year of continuous service	\$650.00
21st year of continuous service and thereafter	\$800.00

The union demands that longevity be increased by \$100 beginning with the sixth year of continuous service. The city offers to increase the schedule by \$50 beginning with the sixth year of continuous service.

The Factfinder recommends that longevity be increased by \$50 at each step. This is the same increase that was agreed to by the firefighters and the patrolmen. The Factfinder finds no reason to depart from the pattern established by these larger units.

Recommendation - The Factfinder recommends the following contract language.

Each step of the longevity schedule beginning with the sixth year of continuous service shall be increased by \$50 effective January 1, 1998.

16) New Article - Reimbursement for Approved Educational Course Cost - The union proposes that the city reimburse dispatchers for the cost of courses taken by dispatchers. The city does not oppose the union's demand.

The Factfinder believes that the dispatchers should enjoy the same reimbursement for education expenses as other police department employees.

Recommendation - The Factfinder recommends the following contract language.

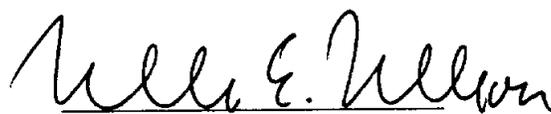
For all subjects required to attain an Associate or Bachelor's Degree taken by Police Department personnel during an employee's employment under this agreement and for such other subjects as are approved by the Mayor for department members, the City will reimburse a department member for the costs of said course(s), including applicable tuition, fees, cost of books and related materials necessary in the completion of such courses(s), less any amount paid by a federal or public agency toward the cost of said course(s).

The following enumerated conditions and requirements are hereby established as conditions precedent to the reimbursement provided above for approved education courses:

A. Department members must have completed two years of service in the Police Department before they will be entitled to reimbursement for approved educational courses under this Article.

B. For reimbursement, a minimum grade of "C" or its equivalent is required to qualify for such reimbursement.

C. Reimbursement will be paid only at the end of the school quarter or semester upon submission to the satisfaction of the Mayor of the school transcript or other competent evidence that the courses were successfully completed in that particular calendar year.



Nels E. Nelson
Factfinder

November 30, 1998
Russell Township
Geauga County, Ohio