

Dec 14 10 02 AM '98

FACTFINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

December 10, 1998

In the Matter of :

| | | |
|---|---|-------------------------|
| City of Amherst |) | Case No. 97-MED-11-1226 |
| |) | Full-Time Dispatchers |
| and |) | |
| |) | Case No. 97-Med 11-1227 |
| Ohio Patrolmen's Benevolent Association |) | Part-Time Dispatchers |

APPEARANCES

For the City:

James P. Wilkins, Labor Counsel
Lisa A. Kainec, Labor Counsel
Barbara M. Cowger, Captain of Police

For the Union:

Nicholas Codrea Jr., Staff Representative
Barbara J. Hudson, Full-Time Dispatcher
Lorraine R. Quinones, Part-Time Dispatcher

Factfinder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the City of Amherst and the full-time and part-time dispatcher bargaining units which are represented by the Ohio Patrolmen's Benevolent Association. The parties are negotiating for contracts to replace the ones which expired on February 6, 1998.

The Factfinder met with the parties on November 12, 1998. Mediation resulted in the settlement of 19 issues. However, when a complete settlement was not reached, a 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 ten issues to the Factfinder. In order to expedite the resolution of the dispute, the parties agreed that the Factfinder did not need to present a

detailed discussion of their positions and could present a brief rationale for his recommendations.

FULL-TIME DISPATCHERS

The full-time dispatcher bargaining unit consists of approximately six employees. They are all classified as dispatchers.

1) Article 24 - Holidays, New Section 3 - Working on a Holiday - The current contract has no provision which deals with the rate of pay for working on a holiday. The union demands time and one-half plus holiday pay or a day off later for working on any of nine named holidays. The city opposes the union's demand.

Union Position - The union argues that its demand is supported by comparisons to nearby departments. It states that the nearby departments have the following provisions relating to holiday work:

| | |
|------------------|--|
| Avon Lake | 2 1/2 times regular rate for 11 holidays |
| Avon | 2 1/2 times regular rate for 8 holidays |
| Oberlin | NA |
| Sheffield Lake | No holiday premium |
| North Ridgeville | 2 times regular rate for 12 holidays |
| Lorain Sheriff | 2 1/2 times regular rate |

The union also relies on the report of Factfinder James Mancini in the dispute between the city and the patrolmen and sergeants. He recommended that they be granted time and one-half plus holiday pay or a day off later for working on four named holidays.

City Position - The city opposes the union's demand. It acknowledges that four nearby jurisdictions offer holiday premium pay but notes that Sheffield Lake does not and that Vermilion has no provision relating holiday pay. The city maintains that the union has not shown that its position is justified.

Analysis - The Factfinder recommends that full-time dispatchers be granted time and one-half plus holiday pay or a day off later for working on four named holidays. This is supported by the more generous provisions in the majority of the nearby departments. It is also consistent with Factfinder Mancini's recommendation for the patrolmen and sergeants.

Recommendation - The Factfinder recommends the following contract language:

If an employee is scheduled to work on Memorial Day, Fourth of July, Thanksgiving Day, or Christmas Day, he shall be entitled to pay for such time worked at one and one-half his regular base pay, plus he shall receive eight (8) hours of holiday pay. The selection of eight (8) hours of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked.

2) Article 30 - Shift Differential, Section 2 - The current contract provides for a shift differential of \$.25 per hour for work on the second or third shifts. The union seeks to increase the differential to \$.35 per hour. The city opposes any increase in the shift differential.

Union Position - The union argues that its demand is justified. It points out that the patrolmen and sergeants had their shift differential increased by \$.10 per hour and AFSCME received a \$.05 per hour increase in the shift differential. The union notes that increasing the shift differential is another way to increase total compensation.

City Position - The city contends that the union's demand is not justified. It indicates that AFSCME's shift differential of \$.25 per hour for second shift and \$.30 per hour for third shift is comparable to the dispatchers' shift differential. The city acknowledges that the shift differential in Avon is \$.50 per hour for the second shift and \$.60 for the third shift and Avon Lake has a \$325 per year payment for shift "deviation" but stresses that North Ridgeville, Sheffield, and Vermilion have no shift differentials.

Analysis - The Factfinder recommends that the shift differential for the second and third shift be increased from \$.25 to \$.35. In the dispute between the city and the patrolmen and sergeants Factfinder Mancini indicated that the total compensation of patrolmen and sergeants in the city was somewhat less than in comparable jurisdictions. He stated that he recommended a \$.10 per hour increase in the shift differential along with wage increases of 4% in 1998 and 3.5% in 1999 and 2000 to lessen the disparity in compensation. Since the total compensation of dispatchers in the city is also below that of dispatchers in nearby communities, this Factfinder recommends that the shift differential for dispatchers be increased by \$.10 per hour.

Recommendation - The Factfinder recommends the following contract language.

Full-time employees working the 2nd or the 3rd shift shall receive a shift differential of \$.35 per hour in addition to their base rate of pay.

3) Article 35 - Compensation, Section 1 - The current contract includes the following wage schedule:

| | |
|-----------------|---------|
| Start | \$10.30 |
| After 12 months | 10.98 |
| After 24 months | 11.63 |
| After 36 months | 12.63 |

The union seeks a 4.0% wage increase plus a \$.50 per hour equity adjustment effective on February 7, 1998; a 3.5% wage increase plus a \$.30 per hour equity adjustment effective on February 7, 1999; and a 3.5% wage increase plus a \$.20 per hour equity adjustment effective on February 7, 2000. The city offers a 3% wage increase effective on the ratification of the agreement and 2% wage increases effective on the first and second anniversaries of the ratification of the agreement.

Union Position - The union argues that its demand is justified. It states that the dispatchers' total compensation is behind nearby departments. It indicates that, depending on the years of service, total compensation in the city ranges from 90.12% to 97.20% of the average total compensation for Avon, Avon Lake, Lorain County Sheriff, North Ridgeville, and Sheffield Lake. The union claims that in dollar terms the city is \$766 to \$2386 below the average.

The union maintains that its position is also supported by a comparison to the wages of a clerk in the AFSCME bargaining unit. It observes that the total compensation of a clerk ranges from \$22,588 to \$30,298 compared to \$21,771 to \$28,117 for a dispatcher. The union maintains that dispatchers have much more responsibility.

The union contends that a wage adjustment is justified by the new duties of dispatchers following their move to the new office. It points out that at the old station many functions which used paper and pencil are now computerized. The union notes that dispatchers are required to use more monitors, keyboards, and telephones. It reports that dispatchers are now required to monitor inmates in the jail. The union cites the Factfinder's decision in City of Warren and Ohio Patrolmen's Benevolent Association, July 24, 1998, where he held in a grievance arbitration that dispatchers were entitled to an increase in compensation due to a substantial change in their job.

City Position - The city contends that its wage offer is reasonable. It reports that wages in nearby departments are as follows:

| <u>Department</u> | <u>Starting Rate</u> | <u>Rank</u> | <u>Top Rate</u> | <u>Rank</u> |
|-------------------|----------------------|-------------|-----------------|-------------|
| Avon | \$9.54 | 6 | \$11.92 | 6 |
| Avon Lake | 9.54 | 5 | 11.92 | 5 |
| AMHERST | 10.30 | 4 | 12.63 | 4 |
| North Ridgeville | 12.37 | 2 | 13.23 | 2 |
| Sheffield Lake | 12.86 | 1 | 12.86 | 3 |
| Vermilion | 10.405 | 3 | 14.384 | 1 |

The city emphasizes that its wage offer will keep it in the middle of the comparable cities.

The city rejects the union's claim that the dispatchers are entitled to a wage adjustment due to changes in the dispatcher's job. It states that the dispatchers do the same job they have done in the past except that technology has made their job easier. The city notes that the CAD system has been in use since July 1997 and there was been no retraining since September 1996. It maintains that the dispatchers' only responsibility with respect to the jail is to check prisoners when patrolmen are tied up. It stresses that this only requires looking through a window.

Analysis - The Factfinder cannot recommend the city's wage proposal. The data submitted by the city indicates that the wage increases for dispatchers in nearby jurisdictions are as follows:

| <u>City</u> | <u>1998</u> | <u>1999</u> | <u>2000</u> |
|------------------|-------------|-------------|-------------|
| Avon | 3.0% | 3.0% | -- |
| Avon Lake | 4.0% | 2.0% | -- |
| North Ridgeville | 5.0% | -- | -- |
| Sheffield Lake | 4.0% | -- | -- |
| Vermilion | 4.0% | 4.0% | 4.0% |
| AVERAGE | 4.0% | 3.0% | 4.0% |

Recommending the city's wage proposal would seriously erode the dispatchers' wages relative to nearby cities without any justification.

The union's demand has two parts. The first part is a 4% wage increase in 1998 followed by 3.5% increases in 1999 and 2000. The second part of the union's demand is three equity increases of \$.50 per hour in 1998, \$.30 per hour in 1999, and \$.20 per hour in 2000. These increases are intended to reflect the changes in the dispatcher's job.

The Factfinder believes that the first part of the union's wage demand is entirely reasonable. It is consistent with the wage increases received by the city's other bargaining units. The city and the patrolmen and sergeants accepted Factfinder Mancini's

recommendation for exactly the same wage increase as the union has proposed in the instant case. The AFSCME bargaining unit received a 4.0% wage increase in 1997 and 3.5% increases in 1998 and 1999.

The union's proposal is also consistent with wage increases in other cities. As the data shown above indicates, the average wage increase for dispatchers in nearby departments is 4% in 1998, 3% in 1999, and 3% in 2000. Furthermore, Factfinder Mancini noted that data from the State Employment Relations Board revealed that the average wage increase in Ohio was 3.59% in 1998 and 3.56% in 1999.

The Factfinder, however, cannot recommend the equity adjustments sought by the union. While it is true that the way the dispatchers in the city do their job has changed, most of the changes have made their job easier and do not involve sufficiently higher level skills to justify the substantial wage adjustments being sought. The Factfinder acknowledges that in City of Warren and Ohio Patrolmen's Benevolent Association he granted dispatchers a significant wage increase under a contract provision which allows the union to seek higher pay when there is a substantial change in a job. However, in contrast to the instant case the dispatchers in Warren assumed responsibility for taking 911 calls and the operation of an Emergency Medical Dispatch System. The assumption of the 911 function required dispatchers to complete an 80-hour course at a vocational school. The Emergency Medical Dispatch System called for 24 hours of schooling and state certification.

The Factfinder recognizes that the wages and total compensation of the dispatchers in the city is somewhat below the average for nearby departments. However, an 11% wage increase over three years coupled with the agreed upon increase in longevity and the changes in the contract recommended by the Factfinder narrow the gap. It is also important to note that the recommended wage settlement is identical to the wage increases received by the patrolmen and sergeants whose total compensation is also somewhat behind their counterparts in nearby departments.

Recommendation - The Factfinder recommends the following contract language.

Wages shall be increased 4% effective February 7, 1998; 3.5% effective February 7, 1999; and 3.5% effective February 7, 2000.

4) Article 35 - Compensation, New Section - LEADS TAC Officer and Keeper of the Records - The union proposes a \$500 per year payment to the LEADS TAC officer and the keeper of the records. The city opposes the union's demand.

Union Position - The union asserts the extra compensation is appropriate. It maintains that the individuals in these positions perform additional duties which warrant extra compensation. The union indicates that the records clerks receive an additional \$3000 per year in Avon Lake and \$728 more in North Ridgeville.

City Position - The city rejects the union's demand. It acknowledges that record clerks in Avon Lake and North Ridgeville are paid more than dispatchers in Amherst but stresses that they are in separate and distinct classifications from dispatchers and are paid more than dispatchers just as in Amherst where the clerk, who is in the AFSCME unit, is paid more than the dispatchers. The city further notes that all of the full-time dispatchers have additional duties.

Analysis - The Factfinder must deny the union's demand. The majority of the dispatchers in nearby departments and in other area departments perform the same duties for which the union is claiming additional compensation without extra remuneration.

Recommendation - The Factfinder recommends that the union's demand be denied.

5) Article 36 - Duration - The parties agree on the duration of the contract. The sole issue is the effective date for the economic terms of the agreement. The union

wishes them to be effective at the expiration of the prior agreement on February 7, 1998. The city wishes the terms to be effective upon ratification of the agreement by the union.

Analysis - The Factfinder recommends that the economic provisions of the contract be effective on February 7, 1998. He recognizes that a quick resolution is desirable in bargaining but understands that there are many reasons why bargaining may not move very quickly. The Factfinder believes that it would be unreasonable for the union to be penalized for the time it has taken to reach an agreement.

Recommendation - The Factfinder recommends the following contract language.

The contract shall be effective upon ratification except that all provisions with cost implications shall be effective February 7, 1998. The contract shall expire on February 6, 2001.

PART-TIME DISPATCHERS

The part-time dispatcher bargaining unit consists of approximately two employees. Both of the employees are classified as dispatchers.

1) Article 19 - Uniforms, New Section 3 - New Uniforms - The current contract provides that all uniforms shall be prescribed by the chief of police and that he may approve additional items. The union initially proposed that if any new items were required or the basic uniform was changed, the first issue of the added or changed items be furnished at the city's expense and not taken from the uniform allowance. At the hearing the union revised its demand to a one-time payment of \$35 to cover the purchase of a sweater.

Analysis - The Factfinder must reject the union's demand. The part-time dispatchers currently receive a uniform allowance of \$250. Given that they work limited

hours, it would seem that this allowance should be sufficient to purchase the type of clothing which the part-time dispatchers wear to work.

Recommendation - The Factfinder recommends the union's demand be denied.

2) Article 20 - Compensation, Section 1 - The current contract provides for the following wages:

| <u>Length of Service</u> | <u>Hourly Rate of Pay</u> |
|--------------------------|---------------------------|
| Start | \$8.15 |
| After 520 hours worked | 8.69 |
| After 1040 hours worked | 9.21 |
| After 2080 hours worked | 10.00 |

The union seeks a 4.0% wage increase plus a \$.50 per hour equity adjustment February 7, 1998; a 3.5% wage increase plus a \$.30 per hour equity adjustment February 7, 1999; and a 3.5% wage increase plus a \$.20 per hour equity adjustment February 7, 2000. The city offers a 3% wage increase effective on the ratification of the agreement and 2% wage increases effective on the first and second anniversaries of the ratification of the agreement.

Union Position - See the discussion for Full-time dispatchers.

City Position - See the discussion for Full-time dispatchers

Analysis - See the discussion for Full-time dispatchers

Recommendation - The Factfinder recommends the following contract language:

Wages shall be increased 4% effective February 7, 1998; 3.5% effective February 7, 1999; and 3.5% February 7, 2000.

3) Article 20 - Compensation, New Section - Shift Differential - The current contract does not include a shift differential for part-time dispatchers. The union

demands a \$.15 per hour shift differential for the second and third shift. The city opposes the creation of any shift differential for part-time dispatchers.

Union Position - The union argues that part-time dispatchers are entitled to a shift differential even if they choose to work the second or third shifts.

City Position - The city rejects the union's demand. It stresses that none of its six comparable communities pay a shift differential to part-time dispatchers.

Analysis - The Factfinder must reject the union's demand. No evidence was provided to show that part-time dispatchers customarily receive a shift differential. Furthermore, it appears that in some instances part-time dispatchers are seeking work on second or third shifts.

Recommendation - The Factfinder recommends that the union's demand be denied.

4) Article 20 - Compensation, New Section - Holidays - The current contract has no provision which deals with the rate of pay for working on a holiday. The union demands time and one-half for working on any of eight named holidays. The city opposes the union's demand.

Union Position - The union argues that part-time dispatchers are entitled to this benefit. It points out that part-time patrolmen receive time and one-half for working on certain holidays. The union also relies on the recommendation of Factfinder Mancini in the dispute between the city and the patrolmen and sergeants.

City Position - The city contends that the union's demand should not be recommended. It points out that Avon Lake has no part-time dispatchers and that part-time dispatchers in North Ridgefield, Oberlin, Sheffield Lake, and Vermilion do not get premium pay for working on a holiday. The city notes that part-time dispatchers do not work a fixed shift so they are free to refuse to work on a holiday. The city acknowledges

that part-time police officers receive holiday premium pay but emphasizes that the police officers have different duties than dispatchers.

Analysis - The Factfinder cannot recommend the union's demand. The data furnished by the city indicates that part-time dispatcher in nearby jurisdictions do not get time and one-half for working on a holiday.

Recommendation - The Factfinder recommends that the union's demand be denied.

5) Article 21 - Duration - The parties agree on the duration of the contract. The sole issue is the effective date for the economic terms of the agreement. The union wishes them to be effective at the expiration of the prior agreement on February 7, 1998. The city wishes the terms to be effective upon ratification of the agreement by the union.

Analysis - See the comment regarding retroactivity above.

Recommendation - The Factfinder recommends the following contract language.

The contract shall be effective upon ratification except that all provisions with cost implications shall be effective February 7, 1998. The contract shall expire on February 6, 2001.


Nels E. Nelson
Factfinder

December 10, 1998
Russell Township
Geauga County, Ohio