

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

DEC 16 10 25 AM '98

In The Matter of Fact-Finding
Between

Fraternal Order of Police
Ohio Labor Council

And

City of Shaker Heights

SERB Case Number 98-MED-02-0130

Dr. John Babel Jr. Fact-Finder

Appearances

For the Fraternal Order of Police, Ohio Labor Council:

Pat Daugherty
Staff Representative
Ohio Labor Council
520 S. Main Street #2541-X
Akron, Ohio 44311

For the City of Shaker Heights:

William J. Schuchart
Chief Administrative Officer
City of Shaker Heights
3400 Lee Road
Shaker Heights, Ohio 44120

Introduction:

This fact-finder was contacted under the auspices of the Ohio State Employment Relations Board to assist in contract procedures between the City and the Union for police dispatchers. A mediation session was held which did not resolve any issues, in fact the session ended with a question as to what issues would be presented to the fact-finder. A second mediation session was completed with an agreement on three issues that would be submitted for fact-finding.

Background:

The parties had reached, on June 15, 1998, a tentative agreement for a new contract which was acceptable to the City but rejected by the Union membership. The City has taken the position that good faith bargaining had occurred ending in a tentative agreement. Now, to start negotiations from the point of a tentative agreement places the City in a very precarious position. The Union, understanding that point of view stated very strongly that although a tentative agreement was reached it did not meet the needs of the membership - thus was rejected. Although difficult, rejected tentative agreements do occur - thus the term tentative agreement. The collective bargaining process, must continue from that point.

Hearing:

Present at the hearing, which was held on December 8, 1998 at Shaker Heights City Hall, in addition to the representatives and the fact finder were:

For the FOP:	Karen Hagen, Dispatcher, Union Rep
For the City:	Mary Garrin Wagner, Director Human Resources
	Walter A. Ugrinic, Chief of Police

The parties agreed the issues in dispute are: Article 22-Salary and Article 13 Holidays. The third issue Union Rights was dropped by the Union which was accepted by the City.

Articles unopened by the parties were: 1,2,4,5,6,7,8,9,12,15, 18,20,21,24,25 and 26. Articles tentatively agreed to at the time of this hearing were 3,10,11,14,16,17,19,23 and new articles, Probationary Period and Entire Agreement.

In reporting the conclusion of this hearing, the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14(c) (4) (e) and Rule 4117-9-05 (a) past collectively bargained agreement 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, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (e) stipulations of the parties; (f) 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.

Issues I-Salary

Position of the Union:

The union proposed a wage adjustment increase of 6½% for the first year of the labor agreement, April 1, 1998, a 4% increase effective April 1, 1999 and a 4% effective, April 1, 2000. The union proposed a new Section 6 (A dispatcher who is assigned matron duties shall receive an additional two (2) hours of pay at the rate of one and one-half times his/her base rate of pay.)

The union argues that the dispatcher work responsibilities in many ways are similar to that of a police officer and that the job responsibilities are equal to or more demanding than other city positions who are presently earning a higher hourly rate of pay. The union provided comparison salary data of 6 area cities. Additional data of Police Officer salary comparisons was provided. The union stated that the City's present financial status could support this wage increase.

Position of the City

The City proposed a wage adjustment of 3% in each year of the three (3) year agreement.

The City argues that a 3% per year adjustment under present conditions is reasonable and fair. That CPI for April, 1998 was 1.4%, for September 1998, 1.5% Comparison salary data from 20 cities including two outside Cuyahoga County were provided. A history of salary adjustment since 1989 was submitted showing that at three different times, 1989, 1992 and 1995 wage increase realignments were

negotiated in the dispatchers salary schedule. The City did not challenge the statement that it had the ability to pay but stated the long range financial concern of any salary adjustment.

FACT FINDER RECOMMENDATION

A 3% salary adjustment effective April 1, 1998; a 3% salary adjustment effective April 1, 1999 and a 3% salary adjustment effective April 1, 2000.

Contract Language: ARTICLE 22

BASE SALARY RANGE

Section 1. Effective April 1, 1998, the salary range for police dispatchers shall be as follows:

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$24,486	\$25,717	\$27,022	\$28,405	\$29,851	\$31,366

Section 2. Effective April 1, 1999, the salary range for police dispatchers shall be as follows:

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$25,221	\$26,489	\$27,833	\$29,257	\$30,747	\$32,307

Section 3. Effective April 1, 2000, the salary range for police dispatchers shall be as follows:

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$25,978	\$27,284	\$28,668	\$30,135	\$31,669	\$33,276

Section 4. Whenever a full-time employee is required to work an entire shift on a job rated at a higher base salary, he/she shall be paid the base rate at that higher level for that period.

Section 5. Dispatcher Trainer. A dispatcher who is designated to act as a trainer shall receive, as a minimum, an additional one (1) hour of pay at time and one-half for days in which he/she acts in that capacity.

Discussion. The 3% per year salary adjustment does provide a salary schedule that is very competitive with area cities. The discussion of salary comparisons within the city may have some validity but to make a judgement based on just beginning and top salaries without reviewing job responsibilities, fringe benefits, job security, part or full-time positions, work year, and steps on a salary schedule, would be unfair to both the Union and the City. There was no data provided for adding Section 6.

Issue 2 - Holidays

Position of The Union: The Union proposed section 3 be added to Article 13, Holidays:

"Any member who works on a holiday as defined in section 1, shall be compensated for one and one half times his/her hourly rate of pay for all hours worked on such holiday."

Data was provided from 7 area cities indicating that in 6 of those cities premium pay was paid for all holidays worked plus 8 hours of compensatory time. The union stated that Shaker Heights is one of the few cities that does not pay a premium for working a holiday. No cost factors were presented.

Position of the City:

The City proposed retaining current language. The City argued that this was accepted as part of the tentative agreement and to propose changes without considering all fringe benefits would cause a hardship and be unfair to the City.

FACT FINDER RECOMMENDATION

A Section 3 as proposed by the Union be added to the contract effective April 1, 1999.

Contract Language:

ARTICLE 13

HOLIDAYS

Section 1. The following holidays shall be established as legal holidays for the employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

In addition, each employee shall be granted one (1) personal day off at the employee's discretion which shall meet with the approval of the Chief of Police.

Section 2. Each employee working on any of such paid holidays shall be entitled to an additional day off without reduction in pay provided such day off is taken within sixty (60) days after such holiday is acquired. In the event that any of the holidays occur during a vacation period, such employee shall be credited with an additional day toward his/her vacation, without reduction in pay. All such days to be taken shall be approved by the Chief of Police.

Section 3. Effective April 1, 1999. Any member who works on a holiday as defined in section 1 shall be compensated for one and one half his/her hourly rate of pay for all hours worked on such holiday.

Discussion: Dispatchers have no control over working on holidays and should receive premium pay. This practice is current in most cities. Being effective the second year of the contract will provide time to make necessary adjustments.

Summary

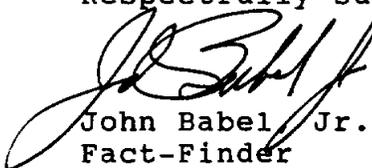
Issue 1 Wages Increase wages 3% per year effective April 1, 1998

Issue 2 Holidays Pay premium wages of one and one half (1½) of the dispatchers' base rate of pay effective April 1, 1999

Issue 3 Union Rights Dropped by Union

The agreement will be effective April 1, 1998 through March 30, 2001.

Respectfully submitted,


John Babel, Jr.
Fact-Finder

Fairview Park, Ohio
December 15, 1998