

STATE EMPLOYMENT RELATIONS BOARD
FACT-FINDERS REPORT AND RECOMMENDATIONS

July 6, 1998

In the Matter of Fact-finding Between:

CITY OF RICHMOND HEIGHTS)	
)	CASE NO.: 98-MED-03-0187
and)	Dispatchers
)	
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION)	
)	

APPEARANCES

For the City:

Marc Bloch, Esq.	Attorney
Eugene Rowe	Chief of Police

For the Union:

Jeff Perry	Staff Representative
Mike Hubler	Dispatcher
Mary DelGaldo	Dispatcher

Fact-finder:

Virginia Wallace-Curry

Introduction

The Ohio Patrolmen's Benevolent Association (the "Union") represents the Dispatchers employed by the City of Richmond Heights (the "City"). There are four full-time employees in the bargaining unit. The Union became the exclusive representative of the unit in January 1998.

On May 5, 1998, the State Employment Relations Board appointed the undersigned as fact-finder to this matter. The parties filed for an extension of time. A fact-finding hearing was held pursuant to O.R.C. §4717.14 on June 24, 1998, after three previous meetings between the parties.

The following reflects the parties' positions and the fact-finder's analysis and recommendations which were reached after consideration of the evidence presented and the criteria listed in SERB Rule 4117-9-05(J).

Issues Presented and Fact-finder's Recommendations

1. ARTICLE 14 - SALARY SCHEDULE

Union's Proposal - In the prior contract between the City and the former Union, the C.U.P.P.O, the salary schedule had a wage range rather than a set wage scale. The Union proposes that the salaries be on a set wage schedule to eliminate the possibility of favoritism. The Union proposed the elimination of Section 14.2. The Union also proposes a four percent (4%) wage increase each year to preserve the Dispatcher's rank with comparable cities' ranks. The Union proposes the following:

	1/1/98	1/1/99	1/1/2000
Start	\$11.00	4%	4%
After 6 months	\$12.50	4%	4%
After 1 year	\$13.50	4%	4%
After 2 years	\$14.60	4%	4%

City's Proposal - The City proposes that the salary schedule be retained as a wage range to give the Police Chief flexibility in hiring. The City proposes across the board increases that are the same as those for other City bargaining units, such as police and fire. The City proposes the following increases:

1998	4.0%
1999	3.5%
2000	3.0%

Recommendation - The Union's proposal for a set wage scale is recommended. However, in order to give the Police Chief flexibility when hiring experienced individuals, the set wages from "Start" through "After 1 year" shall represent the minimum wage permitted. Because of this flexibility, the set wage can be lower than that proposed by the Union, which is still an increase from the bottom range of the prior contract. The wage rate for "After 2 years" shall remain fixed for all employees. This will be reflected in new language for Section 14.2. The maximum wage rate is higher than that recommended by the Union in order to retain qualified, experienced individuals. It is also recommended that the Dispatchers receive the same percentage wage increases as the police and fire for 1999 and 2000, except that for consistency, the

increases should be stated in terms of set wages rather than across the board percentages.

RECOMMENDED CONTRACT LANGUAGE

ARTICLE 14 - SALARY SCHEDULE

Section 14.1. The following salary schedule shall be applied to each member of the bargaining unit covered by this Agreement.

	1/1/98	1/1/99	1/1/2000
Start	\$10.00	\$10.35	\$10.66
After 6 months	\$11.50	\$11.90	\$12.26
After 1 year	\$13.00	\$13.46	\$13.86
After 2 years	\$14.65	\$15.16	\$15.61

Section 14.2 The set wage rate from "Start" through "After 1 year" shall represent the minimum wages permitted. The City has the right to pay an individual more than the set wage rate for those steps if necessary to hire experienced individuals. The wage rate for "After 2 years" shall remain fixed for all employees.

2. ARTICLE 14 - SALARY SCHEDULE

Union's Proposal - The Union proposes a new Section 14.6:

Each employee who works the scheduled afternoon or midnight shift shall receive, in addition to his base rate, \$.10 and \$.15 per hour shift differential, respectively for all hours worked on such shift.

The Union asserts that the theory of shift differential has been accepted in most contracts that have more than one shift. The shift differential proposed is reasonable compared to the burden of working the odd shifts required of the Dispatchers.

City's Proposal - The City opposes a shift differential. It

argues that it is most appropriate for employees who work swing shifts, which the Dispatchers do not do. In addition, it is not common in contracts in this area.

Recommendation - The shift differential is not recommended. The Union was unable to demonstrate the need for the differential or the widespread use of it for employees who routinely work second and third shifts on a permanent basis.

3. **ARTICLE 14 - SALARY SCHEDULE**

Union's Proposal - The Union proposes a new Section 14.9:

Each dispatcher who is trained or is responsible for fire and/or EMS dispatch shall receive a two hundred fifty dollar (\$250) bonus each March 15th.

The Union asserts that the use of EMS Dispatching has been increasing dramatically. EMS greatly increases both the responsibility and liability of each Dispatcher. Greater compensation surely ought to follow the increases in responsibility and liability.

City's Proposal - The City opposes the bonus for Dispatchers. The City asserts that the bonus is tantamount to paying extra for the work that the Dispatchers were hired to do. It is likely that this function will be centralized soon among several suburbs and removed from the City of Richmond Dispatcher's duties.

Recommendations - The bonus for EMS Dispatching is not

recommended. This function is likely to be removed from the Dispatcher's duties in the near future.

4. ARTICLE 17 - SICK LEAVE

Union's Proposal - The Union proposes a new Section to Article 17 which would allow an employee, at the discretion of the Chief of Police, to use four accumulated sick days a year as personal days. This proposal would award employees who have sick leave on the books and has been implemented in nearby Willoughby Hills.

City's Proposal - The City proposes no change to the current sick leave policy. Sick leave should remain sick leave. Turning sick leave into personal days is rarely done. No other City unions have this provision, and the City does not want to start a new precedent.

Recommendation - The proposal to turn sick leave days into personal days is not recommended. The Union could not demonstrate a need for this proposal, and it is not a widespread practice in this area.

5. ARTICLE 24 - VACATIONS

Union's Proposal - The Union proposes adding a new line to the present Contract language for vacations. The Union proposes the following:

All earned vacation shall be taken at such time as shall be approved by the department head or Mayor. During vacations,

employees shall receive their current salary or the proportionate amount thereof. Up to one (1) week of vacation time not taken by an employee by December 31st may be cashed in or carried over to the next year, at the employee's discretion.

The Union asserts that its proposal would have virtually no adverse impact on the City. Conversely, the extra cash and the ability to save a week one year to take a longer vacation the next year could greatly improve the morale of the Dispatchers.

City's Proposal - The City proposes no change to the current vacation policy. It argues that it causes accounting problems to carry over benefits from one year to another and states that it has rejected this proposal routinely for other City employees.

Recommendations - The impetus behind this proposal stems from an employee who lost vacation time because she was unable to take it due to the City's scheduling difficulties. It is recommended that employees who are unable to take vacation time in the year that it is earned because of the City's scheduling needs be permitted to carry over that time into the next year.

RECOMMENDED CONTRACT LANGUAGE

Vacation time shall accrue to the employee upon each successive annual recurrence of the anniversary date of his appointment to City service which shall be the anniversary date for all vacation purposes. Vacations shall be taken by the employee during the year after which it has accrued and prior to the next recurrence of the anniversary date of his appointment. However, if the employee is unable to take vacation time by December 31st due to the scheduling needs of the City, the employee shall be permitted to carry over that vacation time into

the next year.

6. ARTICLE 20 - OVERTIME RATE

City's Proposal - The City proposes a change to Section 20.4. It proposes that the maximum number of hours that an employee may be required to work be changed from six (6) hours to eight (8) hours. It asserts that this would avoid having two employees inconvenienced to cover an 8 hour shift, one to work 6 hours and one to work 2 hours of overtime. Dispatch is not a large department, and it is often strapped for help.

Union's Proposal - The Union proposed no change to the Overtime provisions. The Union asserts that not all employees can effectively work a second 8 hour shift. For safety reasons, some employees can only work an additional 6 hours. There have been no problems in covering shifts and some employees already opt to work the entire 8 hour additional shift.

Recommendation - It is recommended that there be no change to the current Overtime provisions. The City has not demonstrated that there has been a problem in the past in staffing overtime hours. Employees have been cooperative in seeing that overtime shifts are covered.

Conclusion

The above listed issues were the only ones submitted to the fact-finder for a recommended resolution. The remaining articles of the parties' Contract have already been resolved by mutual agreement.


Virginia Wallace-Curry, Fact-finder

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing fact-finding report was duly served by overnight mail on July 7, 1998 upon:

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Virginia Wallace-Curry