

**IN THE MATTER
OF
Fact Finding
Opinion & Recommendation**

BETWEEN The Ohio Patrolmen's Benevolent Association and the The City of Barberton	Case No.: 98-MED-07-0667 (Dispatcher/Jailors) Arbitrator: John S. Weisheit Date of Hearing: Jan. 11, 1999 Award Issued: February 22, 1999
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**APPEARANCES
FOR THE**

EMPLOYER	UNION
Lawrence W. Vuillemin, Esq., Att. For the City	Nick Codrea, OPBA Staff Representative

AUTHORITY

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces.

BACKGROUND

The City of Barberton, Ohio, hereinafter called the "City" and/or the "Employer", recognizes the Ohio Patrolmen's Benevolent Association, hereinafter called the "OPBA" and/or the "Union" as the bargaining representative of its full-time employees in the Division of Police in the position of Dispatchers. The OPBA became the Unit's bargaining representative in 1989 and this is the 4th agreement between the parties. Members of the unit perform duo roles as dispatchers as well as jailors. There are currently 8 members in this bargaining unit. The parties have engaged in good faith bargaining to attain a successor agreement to the one expiring December 31, 1998. The parties have tentatively agreed that the successor agreement will be of a 3-year duration. In the course of bargaining, impasse occurred. The above named Fact Finder was appointed by the State Employment Relations Board, in keeping with provisions of the ORC 4117 and SERB Rules & Regulations. A Fact Finding Hearing was convened on January 11, 1999. The parties timely provided the Fact Finder with pre-hearing documents as required under ORC 4117. Before adjourning the Hearing, the parties indicated sufficient opportunity to introduce such documents and testimony considered relevant.

In compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board, the following criteria were given consideration in making this Award:

1. Past collectively bargained agreements between the parties;
2. 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;
3. 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 adjustments on the normal standard of public service;
4. The lawful authority of the public Employer;
5. Any stipulations of the parties;
6. 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 public service or in private employment.

It is understood that the parties have tentatively agreed to the provision that the Agreement will be in effect from January 1, 1999 - December 31, 2001.

The following Report is based on information provided in documents and testimony introduced at that time and in keeping with statutory consideration cited above.

ITEMS OF TENTATIVE AGREEMENT

The Parties have reached tentative agreement on the following issues prior to Fact Finding:

Article 1 - Purpose	Article 17 - Hours of Work
Article 2 - Recognition	Article 18 - Overtime Rates, Court Time
Article 3 - Headings	Article 19 - Out of Classification Pay
Article 4 - Interpretation of Agreement	Article 20 - Holidays
Article 5 - Conformity To Law	Article 21 - Vacation
Article 6 - Management Rights	Article 22 - Uniform Main. Reimbursement, Safety Gear
Article 7 - Employee Rights	Article 23 - Educational Benefits/Incentives
Article 8 - OPBA Dues & Fair Share	Article 24 - Life Insurance
Article 9 - Grievance Procedure	Article 25 - Medical Insurance
Article 10 - Joint Labor Management	Article 26 - Probationary Period
Article 11 - No Strike Clause	Article 27 - Professional Liability
Article 12 - Disciplinary Procedure	Article 28 - Sick, Personal, & Funeral Leave
Article 13 - Equalization of Overtime	Article 29 - Injury Leave
Article 14 - Waiver in Case of Emergency	Article 30 - Severance & Retirement Benefits
Article 15 - Union Rights	Article 31 - Duration
Article 16 - Wage Rates & Compensation, Section 16.2	

ITEMS AT IMPASSE

The following issues remain at impasse:

Article 16 - Wage Rates & Compensation, Section 16.1; Section 16.3, ; Section 16.4; Section 16.5

SUMMARY OF THE PARTIES RESPECTIVE POSITION ON ISSUES AT IMPASSE

Employer	Issue	Lodge
4% inc. effective 1/1/1999, 4% inc. effective 1/1/2000, 4% inc. effective 1/1/2001 on current wage schedule.	Article 16 Wage Rate & Compensation Section 16.1	Compress wage schedule with varied rate increases 1/1/99. 6% inc. effective 1/1/00, and 6% inc. effective 1/1/01.
Lang. Revision, retain shift differential pay.	Section 16.2	Retain current language.

Employer	Issue	Lodge
Revise lang. for consistency with other bargaining units.	Section 16.3	Retain current language
Define wage payments during Holidays.		
Require direct deposit of employee's pay.		
Revise lang. hours for shift time chg. to be consistent with proposed new lang. In Art. 17.	Section 16.4	No language change.
Propose to delete	Section 16.5	Proposed retention of Jailor payment with \$100.00 increase.

DISCUSSION & DETERMINATION

General

The issue at impasse was considered independently, as required to comply with ORC 4117, and consideration is given to the totality impact of the Agreement. In particular, the recommendation takes into account economic issues at tentative agreement as well as the wage issue at impasse.

There is no argument raised regarding "Ability/Inability to Pay". The issue of salary is argued from a basis regarding "appropriateness" and "equity". The City's financial history reflects a stable base for operation in providing services to the community.

Comparables

Comparables give a basic direction in consideration of economic issues. This includes references to other City bargaining units, including those within the same or similar division. Each bargaining unit of City employees is recognized as having unique differences regarding matters of employment considerations. This is also true regarding the different bargaining units within the Police Department. Unit issue priorities clearly demonstrate such differences. No agency data submitted for comparative purposes has a similar structure than that of this bargaining unit..

Recognizing other safety force units' issues and priorities particularly effect the economic terms, it is recognized that recommendations for this bargaining unit may not directly parallel the Fact Finding Report and Recommendations for other bargaining units in the City currently before this Fact Finder.

Department Bargaining Unit Relationship

Other departmental employee units are at impasse and before this Fact Finder. The issues and priorities are given consideration to priority of each respective bargaining unit. Recommendations for this bargaining unit are therefore primarily influenced by the priority communicated to a greater extent than the Fact Finding Report and Recommendations for other bargaining units in the Barberton Police Department. In some respects, pattern recommendations are made where they are determined relevant.

Issue

ITEM BY ITEM DISCUSSION

Article 16 Salary Schedule Section 16.1

As noted previously, this bargaining unit's duties include communication as well as jailor responsibilities. The wage structure does not provide annual increments after completion of probation, but rather incremental increases on a flexible multi-year basis through 18 years of employment. The most senior employee in the bargaining unit has 10 years of experience. The facts support the Union contention that, by circumstance, the wage schedule evolved into disparate structure. This is particularly notable for an employee of 8 - 18 years of seniority. In the final 3 steps in this range, current incremental increases amount to \$0.37/hr. The following facts are additionally considered in making the recommendation in this report:

- * City estimated costs include the projected hiring of 4 additional dispatcher/jailors in 1999. The cost factor was estimated as a full annual wage. A conservative estimate is that such new hires would be for no more than 75% of the year.
- * Fact and testimony indicates that current staffing level generate a high rate of overtime pay. The cost of straight time with increase staffing level would be off-set by the resulting reduction in overtime pay.
- * A major purpose of a meaningful wage schedule is to attain and retain a quality staff. This requires a base wage rate that attracts quality employees and a maximum rate that encourages current employees to remain with the Department.

Issue

**ITEM BY ITEM
DISCUSSION**

**Article 16
Salary Schedule
16.1
Cont'd**

* The City has the discretion in recognizing the amount of related work experience to be initially applied for wage placement. A wage schedule structure should provide the City a assistance in getting better qualified applicants when the initial wage step is such to attract interest in working for the City and will further retain employees when the schedule provides meaningful rate increases designed for career employment.

*A compression of wage schedule to reduce inequities will result in a compound cost to the Employer with increase benefit to employees.

The following recommendation is made based upon review of outside, city, and department comparables; projected costs, including anticipated additional hires and potential offset cost reduction of overtime; to attain parity within the labor market during the life of the Agreement; and consideration of factors previously cited in this Fact Finding Report.

Recommendation

It is recommended that the language in current Section 16.1 be included in the Agreement as stated or modified by tentative agreement between the parties. The following wage schedule is recommended to replace the wage schedule in the current provision:

Section 16.1 Rate of Pay. Effective on the dates listed herein, bargaining unit employees shall be paid the following hourly rates of pay:

Effective January 1, 1999

Seniority	Step	Hourly Rate
0-1 Year	1	\$ 10.11
1-2 Year	2	11.12
2-3 Years	3	11.90
3-4 Years	4	12.73
4-8 Years	5	13.62
8-12 Years	6	14.03
12 + Years	7	14.31

Issue

**ITEM BY ITEM
DISCUSSION**

Section 16.1 Recommendation cont'd	Effective January 1, 2000		
	Seniority	Step	Hourly Rate
	0-1 Year	1	\$ 10.51
	1-2 Year	2	11.57
	2-3 Years	3	12.38
	3-4 Years	4	13.24
	4-8 Years	5	14.17
	8-12 Years	6	14.59
	12 + Years	7	15.04

Effective January 1, 2001		
Seniority	Step	Hourly Rate
0-1 Year	1	\$ 10.93
1-2 Year	2	12.03
2-3 Years	3	12.88
3-4 Years	4	13.77
4-8 Years	5	14.74
8-12 Years	6	15.17
12 + Years	7	15.64

Section 16.2 The inclusion of shift differentials is an established pattern in the police department wage structure. The city proposes relate to form rather than content.

Recommendation It is recommended that current Section 16.2 be included in the Agreement with the editorial changes proposed by the City.

Section 16.3 The proposed City changes in this Section reflect positions of tentative agreement between the parties and recommendations made by this Fact Finder for inclusion in the Police Officer's and Sergeants and Lieutenants' Agreement. The proposed changes are found more of structure than of substance.

Recommendation It is recommended that the current Section 16.3 be included in the Agreement reflecting the editorial changes as proposed by the City.

Issue

**ITEM BY ITEM
DISCUSSION**

Section 16.4 A review of the current staffing placement does not indicate any bargaining unit member will receive a wage below what is currently being paid. Retaining of this provision will not add to or delete any rights of either party. Retention of current language will serve as a “safety valve” to insure no employee receives less than what she/he is currently paid.

Recommendation **It is recommended that the current language in Section 16.4 be included in the Agreement.**

Section 16.5 The wage schedule structure recommendation results from a comprehensive review of economic benefits to bargaining unit employees. It is made with the inclusion of the current jailor payment as a part of the schedule.

Recommendation **The current Section 16.5 language is recommended to be deleted from the Agreement.**

DETERMINATION AND AWARD

It is recommended that all items of tentative agreement be included in the Agreement. If not otherwise addressed, it is recommended all provisions of the expiring agreement be included in the Agreement.

It is recommended that the following terms be included in the Agreement regarding the matters at impasse.

Article 16 - Salary Schedule

It is recommended that the language in current Section 16.1 be included in the Agreement as stated or modified by tentative agreement between the parties. The following wage schedule is recommended to replace the wage schedule in the current provision:

Section 16.1 Rate of Pay. Effective on the dates listed herein, bargaining unit employees shall be paid the following hourly rates of pay:

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*It is recommended that current Section 16.2 be included in the Agreement with the editorial changes proposed by the City.

*It is recommended that Section 16.3 be included in the Agreement reflecting the changes as proposed by the City.

*It is recommended that the current language in Section 16.4 be included in the Agreement.

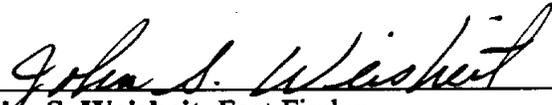
*The current Section 16.5 language is recommended to be deleted from the Agreement.

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of **10 pages**, inclusive of this page, and recommendations contained herein, are made in this matter of Fact Finding by the below signed Fact Finder. All matters presented before the Fact Finder and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement. If there is found conflict in the Report between the Fact Finder's Discussion and his Recommendations, that language in the Recommendations shall prevail. All matters of tentative agreement are recommended to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this **February 22, 1999**.



John S. Weisheit, Fact Finder

CERTIFICATE OF SERVICE

*This will affirm that the attached **Fact Finding Opinion and Award** in the matter between*

City of Barberton, Ohio

v

Ohio Patrolmen's Benevolent Association

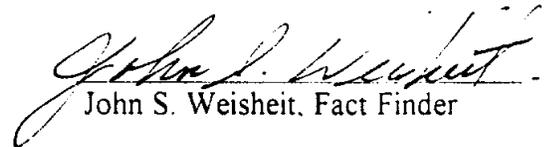
Re: SERB Case No. 98-MED-07-0667 (Dispatchers)

was served to the below named parties at the stated addresses

Nick Codrea, Staff Representative Ohio Patrolmen's Benevolent Association 10 Beech St. Berea, OH 44017	Lawrence W. Vuillemin, Esq. 1 Cascade Plaza Akron, OH 44308
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by U. S. Mail, First Class Postage, on February 22, 1999.

I affirm, to the best of my knowledge that the foregoing is true and accurate.


John S. Weisheit, Fact Finder

Date: February 22, 1999.