

6/11/99
JUL 11 1999

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In the Matter of Factfinding *
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Between *
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Ohio Patrolmen's Benevolent *
Association *
*
and *
*
The City of Ravenna, OH. *
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SERB Case Numbers:
98-MED-09-~~0838~~, ~~0839~~
0837

APPEARANCES: For Ohio Patrolmen's Benevolent Association:

Nicholas Codrea Jr.
Ohio Patrolmen's Benevolent Association
10 Beech St.
Berea, OH. 44017

For The City of Ravenna, OH.:

Gary C. Johnson
Johnson & Angelo
1700 North Point Tower
1001 Lakeside Ave.
Cleveland, OH. 44114

INTRODUCTION: Together with their colleagues in different bargaining units the members of these bargaining units engaged in a mediation session on March 22, 1999. As is obvious as a report is issued, that session was unsuccessful in bridging the gap between the positions of the parties. Hence, they bring a number of unresolved issues to this proceeding. A hearing in this matter was held on May 24, 1999 before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and

evidence. The record in this dispute was closed at the end of the oral hearing in Ravenna on May 24, 1999.

ISSUES: At the hearing the parties agreed upon the issues in dispute between them. Those issues are:

1. SHIFT DIFFERENTIAL
2. LONGEVITY PAY
3. CLOTHING ALLOWANCE
4. SICK LEAVE CONVERSION
5. WAGE INCREASE
6. DISCIPLINARY PROCEDURE
7. SERVICE RELATED INJURIES

ISSUE 1, SHIFT DIFFERENTIAL

POSITION OF THE UNION: Shift differential is presently .35 per hour. The Union proposes an increase of .5 per year. In support of this proposal it points out that oftentimes people on other than the day shift are very busy due to the nature of police work and other emergency dispatch. They should be compensated for such extra responsibility.

POSITION OF THE CITY: The City proposes an increase of .5 per hour, to occur in the first year of the Agreement. It points out that shift differential payment in Ravenna is above the standard being seen in the region. No further increase is justified according to the City.

DISCUSSION: It is the case that Dispatchers in Ravenna have a shift differential payment above that being seen in the area. that does not end the discussion. In a related proceeding I recommended that shift differential for patrol officers and

sergeants be increased. (SERB Case Nos. 98-MED-09-0836, 0837). The record demonstrates that shift differential pay to officers and dispatchers has been identical in Ravenna. A standard criteria to consider in matters of this nature is the history of collective bargaining. The history dictates a recommendation in this proceeding the same as that made in the proceeding involving the co-workers of the dispatchers. It is recommended that there be a .5 increase in shift differential pay in 1999 and another .5 in 2000.

ISSUE 2, LONGEVITY PAY

POSITION OF THE UNION: Longevity pay in Ravenna is currently \$5.00 per month per year of service (over 5 years) to a maximum of 33 years. The Union proposes an increase as follows:

\$5.00 @ 5 years	\$8.00 @ 20 years
\$6.00 @ 10 years	
\$7.00 @ 15 years	

Longevity pay has remained unchanged in City service for many years. Given that fact, an increase is warranted the Union asserts.

POSITION OF THE CITY: The City proposes no change in longevity pay. The current plan applies to all City employees. This group should not be singled out for special, more favorable treatment than other City employees. Hence, no change should be recommended the City contends.

DISCUSSION: It is difficult in proceedings of this nature for a single group to secure an exception to the pattern of a particular benefit. This is the case with respect to this issue. No other City employee has the longevity pay schedule sought by the Dispatchers. No change is recommended.

ISSUE 3, CLOTHING ALLOWANCE

POSITION OF THE UNION: The Union points out that the present allowance is \$250.00 per year. It proposes an increase of \$50.00 each year of the Agreement to a total of \$350.00 in 2001. In support of this proposal the Union notes that patrol officers and Sergeants received an increase in the present round of negotiations. Further, Dispatchers experienced a \$200.00 reduction in the clothing maintenance allowance in the past Collective Bargaining Agreement. Some restoration of that amount is appropriate the Union asserts.

POSITION OF THE CITY: The City proposes no change in the current clothing allowance. Comparison data show that Dispatchers in Ravenna compare favorably to their counterparts in the region. Further, focus on the \$250.00 payment by the Union is incomplete the City points out. In addition to the \$250.00 maintenance allowance the City provides \$400.00 per year for uniform purchase. In essence, the City asserts there is no justification for an increased maintenance allowance in the face of these numbers.

DISCUSSION: The patrol officers and Sergeants received an increase in this allowance in the current round of negotiations. Members of these bargaining units experienced a reduction in this benefit in the recent past. It cannot be argued that wear and tear of Dispatchers uniforms does not occur or that they do not need periodic cleaning. It is recommended that there be a \$50.00 increase in the clothing maintenance allowance in each year of the Agreement.

ISSUE 4, SICK LEAVE CONVERSION

POSITION OF THE UNION: The Union is aware that the City has proposed a substantial change in this benefit. The Union is willing to accommodate the City to some extent. Without going into the details of the its proposal, the Union views its proposal as meeting the concerns of the City.

POSITION OF THE CITY: The City views the present sick leave conversion as being an excessive. It proposes a change that would obligate the City to pay one-half of the accumulated sick leave upon retirement with a cap of 960 hours maximum payment. In its view, an employee who reports to work regularly will accumulate the maximum amount, 960 hours, even if the total is divided by two.

DISCUSSION: In the parallel proceeding involving the patrol officers and Sergeants I recommended adoption of the proposal of the City, to be effective January 1, 2000. This delayed

implementation is designed to permit transition to the new system by employees who may have planned upon continuation of the existing contractual provision concerning sick leave conversion. The proposal of the City on this matter is recommended to the parties to be implemented January 1, 2000.

ISSUE 5, WAGE INCREASE:

POSITION OF THE UNION: The Union proposes three, six percent (6.0%) wage increases for both bargaining units involved in this proceeding. Union Exhibit 1 in this proceeding is a compilation of Ravenna Dispatch salaries versus others in the area. It indicates that at all years of service Ravenna employees lag behind their counterparts. When comparing Ravenna Dispatchers to the Portage County average salary there is also a difference adverse to Ravenna Dispatchers. This argues for adoption of its proposal according to the Union.

Union Exhibit 4 is an activity report for Dispatchers. It shows substantial increase in their workload measured by calls received, traffic citations entered, warning citations issued and number of entries into the CAD system. The number of employees has not increased. The increased activity shows a very significant increase in productivity, thus justifying its proposal the Union asserts.

Finally, the City as shown by Union Exhibit 2 and City

Exhibit 3, is fiscally sound. The Police Department returned over \$130,000 to the General Fund in 1998. No reason exists not to recommend adoption of its proposal the Union insists. POSITION OF THE CITY: The City proposes lump-sum payments of three and one-half percent (3.5%) in each year of the Agreement be made to Dispatchers. These payments would be made twice yearly, in July and December. They would not be added to the wage scales.

In support of this proposal the City indicates that Dispatchers have recently received large wage increases, 4.0% in 1996, 3.0% in 1997 and 1998. These exceeded the rate of inflation.

The City also points to the recent award of Arbitrator Nels Nelson in a proceeding involving the City of Ashtabula, OH. In his award Arbitrator Nelson awarded the sort of payments proposed by the City in this situation. There is precedent for the sort of lump-sum payment proposed by the City in this instance. Hence, it should be awarded the City asserts.

DISCUSSION: The proposal of the City is very, very, very unusual. No question exists that the City has the ability to pay. It is not facing the sort of economic difficulties that might prompt an award of its proposal.

Further, the wage increases made to Dispatchers in the

just-expired agreement were not unusual. It cannot be said that increases of 4.0%, 3.0% and 3.0% represent a departure from the pattern being seen in Ohio in the 1996-1998 period. Those increases were normal and cannot be made to seem outsize.

Productivity of Dispatchers in Ravenna has shown substantial increases as shown by Union Exhibit 4. No doubt exists that Dispatchers are doing more. Staff complement has not increased. Union Exhibit 4 provides powerful support for the position of the Union. When people are doing more it furnishes support for a wage increase.

Union Exhibit 1 also supports the position of the Union. It shows beyond susceptibility of doubt that compared to other dispatch personnel in Portage County those in Ravenna are behind. Set against the material in Union Exhibit 1 the City proposal is insupportable.

Whatever the situation confronted by Arbitrator Nelson in Ashtabula, his report is of little guidance in this proceeding. Extensive rationale was not set out in his decision. The sort of lump-sum payment awarded by Arbitrator Nelson and proposed by the City is an aberration. It is not normal. It is not supported by a shred of evidence in this proceeding.

Those observations do not prompt a recommendation calling

for adoption of the Union proposal. It is excessive. The Union could not point to a single settlement of 6.0% in Ohio in support of its position.

The observations above call for a recommendation that calls for a normal sort of wage increase, made to the salary scale, not in a lump-sum as proposed by the City. They also call for a normal size of wage to be made. It is recommended that there be made three, three and one-half percent (3.5%) wage increases to these bargaining units in the forthcoming Agreement.

ISSUE 6, DISCIPLINARY PROCEDURE:

POSITION OF THE UNION: The Union proposes no change be made in the present procedure. It has worked without problem according to the Union.

POSITION OF THE CITY: As was the case in the parallel proceeding, the City proposes to extend the period in which disciplinary records remain alive. It asserts the present standards are too short to be of any value in administering increasingly severe forms of discipline as prior discipline expires.

DISCUSSION: No reason exists in this report to reiterate the discussion found in the other report. The same modification as was recommended there is made here. It is recommended that the period during which disciplinary records may be retained

be as follows:

Reprimands - 1 year

Suspensions of 3 days or less - 24 months

Suspensions of more than 3 days - 36 months

ISSUE 7, SERVICE RELATED INJURY: There is no need to belabor this issue. No change was recommended in the proceeding involving patrol officers and sergeants. No change is recommended to the parties in this report as well.

SUMMARY OF RECOMMENDATIONS:

ISSUE ONE, SHIFT DIFFERENTIAL: Increase shift differential .5 in 1999 and .5 in 2000.

ISSUE TWO, LONGEVITY PAY: No change recommended.

ISSUE THREE, CLOTHING ALLOWANCE: Increase clothing maintenance allowance \$50.00 each year of the Agreement.

ISSUE FOUR, SICK LEAVE CONVERSION: Adopt proposal of the City effective January 1, 2000.

ISSUE FIVE, WAGE INCREASE: Three, three and one-half percent (3.5%) wage increases recommended.

ISSUE 6, DISCIPLINARY PROCEDURE: No change recommended for record retention of reprimands. Change record retention for suspensions of 3 days or less to 24 months, for suspensions of more than 3 days, change to 36 months.

ISSUE 7, SERVICE RELATED INJURY: No change recommended.

Signed and dated this 17th day of June, 1999 at
Solon, OH.

Harry Graham
Harry Graham
Factfinder