

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

STATE EMPLOYMENT  
RELATIONS BOARD

DEC 16 12 43 PM '98

<p><b>BETWEEN</b></p> <p><b>The Ohio Patrolmen's Benevolent Association</b></p> <p><b>and the</b></p> <p><b>The City of North Royalton</b></p>	<p><b>Case No.: 98-MED-10-0913</b></p> <p><b>Arbitrator: John S. Weisheit</b> <b>Date of Hearing: Dec. 10, 1998</b></p> <p><b>Award Issued: Dec. 15, 1998</b></p>
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**APPEARANCES  
FOR THE**

<b>EMPLOYER</b>	<b>UNION</b>
Michael Cassidy, Esq., Counsel for the City	Kevin Powers, OPBA 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 North Royalton, 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. There are currently 7 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 agreed that the successor agreement will be of a 2-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 December 10, 1998. The parties timely provided the Fact Finder with pre-hearing documents as required under ORC 4117.

At the Hearing, several unresolved matters were tentatively agreed to and information was provided the Fact Finder to consider in making recommendation of the issues still at impasse. Before adjourning the Hearing, the parties indicated sufficient opportunity to introduce such documents and testimony considered relevant. The Fact Finding Report, inclusive of recommendation, was agreed to be issued on or before December 15, 1998.

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, 2000.

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 I Preamble	Article XXIII Insurance
Article II Purpose and Intent	Article XXV Employee Rights
Article III Recognition	Article XXVI Drug Testing
Article IV Dues Deduction and Agency Shop	Article XXVII Employee Assistance Program
Article V Management Rights	Article XXVIII Family Medical Leave
Article VI No-Strike	Article XXIX Gender and Plural
Article VIII Probationary Period	Article XXX Headings
Article IX Association Representation	Article XXXI Legislative Approval
Article X Labor-Management Committee	Article XXXII Obligation to Negotiate
Article XIII Sick Leave	Article XXXIII Total Agreement
Article XIV Sick Leave Bonus	Article XXXIV Conformity to Law
Article XV Injury Leave	Article XXXV Duration
Article XVI Jury Duty	Article XXXVI Disciplinary Procedure
Article XVIII Vacation	Article XXXVII Grievance Procedure
Article XIX Funeral Leave	Article XXXVIII Arbitration Procedure
Article XXII Uniform Allowance	Article XXXIX Execution

**ITEMS OF TENTATIVE AGREEMENT  
REACHED AT THE FACT FINDING HEARING**

Issues were tentatively agreed to in the following Articles at the Fact Finding Hearing were :

Article VII - Non-Discrimination  
Article XI - Duty Hours  
Article XII - Overtime

Article XVII - Holidays  
Article XXIV - Miscellaneous, Section 24.09

**ITEMS AT IMPASSE**

The following issues remain at impasse:

Article XX Salary Schedule  
Article XIX - Longevity  
Article \_\_\_ Training Pay and Education Pay

**SUMMARY OF THE PARTIES RESPECTIVE POSITION  
ON ISSUES AT IMPASSE**

<b>Employer</b>	<b>Issue</b>	<b>Lodge</b>
<p>Add a 4<sup>th</sup> Step to the wage scale. Inc. rate by 3.6% eff. 1/1/99 &amp; 3.2% eff. 1/1/00. Inc. Uniform allowance by \$50.00. Add 1 day of Holiday. Add 1 day of personal leave.</p>	<p style="text-align: center;"><b>Article 20 Salary Schedule 20.1</b></p>	<p>Modify wage scale rate structure . Add a 4<sup>th</sup> Step to wage schedule Increase rate of pay of revised structure. The effective rate would vary in amount/percent due to proposed revision of structure. Step 3 increase reflect a 3% inc. eff. 1/1/99 and 4.2% eff. 1/1/00.</p>
<p>The City rejects inclusion of the provision.</p>	<p style="text-align: center;"><b>Article ___ Training Pay &amp; Educ. Pay</b></p>	<p>Union proposes premium pay for training of PT Dispatchers by FT Dispatchers.</p> <p>Union proposes annual bonus for those bargaining unit members attaining Asso Deg or Bachelor's Degree.</p>

<b>Employer</b>	<b>Issue</b>	<b>Lodge</b>
The City rejects inclusion of the provision.	Article XX Sec. 20.4 Shift Premium Article XXI Sec. 21.01 Longevity	Proposes deletion of current lang. excluding such pay from Overtime computation.

**ITEM BY ITEM  
DISCUSSION & DETERMINATION**

**General**

While all issues are addressed item by item, as required to comply with ORC 4117, consideration is given to the totality impact of issues to the Agreement. The recommendation takes into account effect of items at tentative agreement as well as issues at impasse.

There is no argument raised regarding “Ability/Inability to Pay”. The issue of salary is argued from a basis regarding “appropriateness” of rate. It is recognized that the City’s major source of operating revenues are not constant compared to other area communities. Yet, the City’s financial history does reflect a stable base for operation in providing services to the community.

**Comparables**

Comparables give a basic direction in consideration of issues in question. 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 in matters of employment consideration and thus priorities. As such, difference in specific terms will result from one unit to another. As such, while given due consideration of and by themselves, such are not found necessarily controlling. Recognizing other safety force units have reached tentative agreement, it is noted that a difference appears to exist regarding economic issue concerns. While other bargaining units attention on economic issues reflect more issues, the Dispatchers’ concerns are limited to equity of base rate of pay and training reimbursement. This illustrates the point that comparisons provide only a basis to work from since not all like or similar factors are necessarily relevant in total context in one bargaining unit to another. This is made more relevant in looking at bargaining units within the same employer and same division.

**Issue**

**ITEM BY ITEM  
DISCUSSION**

**Article 20  
Salary Schedule  
20.1**

The parties have introduced the respective salary/wage positions in different formats. Erosion of equity occurs over time. Revamping step salary relationship to a more desirable relevant structure may not be totally attained in a short period of time. The City introduced additional economic conditions at the Fact Finding Hearing. The Union's desire to attain a more equitable wage structure and the expressed proposal of the City at the Hearing is given consideration in making a recommendation on this issue.

**Recommendation**

It is recommended that the language in Sections 20.01 & 20.02 be included in the Agreement as follows:

20.1 Effective at the beginning of the first full pay period in January 1999, all employees will be paid in accordance with the following hourly base rate of pay:

Job Title	Step 1	Step 2	Step 3	Step 4
Dispatcher	\$12.25	\$12.80	\$13.37	\$13.80

20.02 Effective at the beginning of the first full pay period in January, 2000, all employees will be paid in accordance with the following hourly base rate of pay:

Job Title	Step 1	Step 2	Step 3	Step 4
Dispatcher	\$12.50	\$13.40	\$13.85	\$14.28

It is further recommended to include in the Agreement the additional Holiday and Personal Day provision as proposed by the Employer.

**Issue**

**ITEM BY ITEM  
DISCUSSION**

**Article \_\_\_\_  
Training Pay & Educ. Pay**

The Union proposal introduces 2 distinct, identifiable concepts. First, it seeks additional pay for time spent training part-time dispatchers. While the OPBA is persuasive that such tasks are extensive, it is determined that such assignments are a part of regular duties. It is considered more appropriate to consider this issue as a part of the established Dispatcher Salary Schedule in Article 20.

The 2<sup>nd</sup> concept would provide a stipend for academic degree attainment. Such provisions are normally found when a degree, license, or similar achievement is an intrigue part of the position qualification. There is no question that such additional training can be of benefit to the City and employee in the course of carrying out duties and function of position. However, it is considered, based on the information put before the Fact Finder at this time, that currently, such matters should be reflected in established salary schedule for bargaining unit members.

**Recommendation**

It is recommended that this provision should not be included in the Agreement.

**Article XX Sec. 20.4  
Shift Premium  
Article XXI  
Sec. 21.01  
Longevity**

The Union proposes certain current language in these Articles. It argues shift premium and longevity pay should apply to regular overtime computation. Each party introduced documentation regarding FLSA standards, rules and Federal Court determinations on this issue. Based on a review of these documents and testimony presented, the Fact Finder is persuaded that it will be in the best interest of the parties to delete the relevant language proposed by the OPBA.

**Recommendation**

It is recommended that the Agreement include Article 20 as set forth in the current agreement with the last sentence of Section 20.4 deleted.

It is further recommended that the Agreement include Section 20.01 as in the current agreement with the last sentence to read as follows:

“The amount of longevity shall be paid in accordance with the following schedule: ...”

## 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 20 - Salary Schedule**

It is recommended that the language in Sections 20.01 & 20.02 be included in the Agreement as follows:

20.1 Effective at the beginning of the first full pay period in January 1999, all employees will be paid in accordance with the following hourly base rate of pay:

Job Title	Step 1	Step 2	Step 3	Step 4
Dispatcher	\$12.25	\$12.80	\$13.37	\$13.80

20.02 Effective at the beginning of the first full pay period in January, 2000, all employees will be paid in accordance with the following hourly base rate of pay:

Job Title	Step 1	Step 2	Step 3	Step 4
Dispatcher	\$12.50	\$13.40	\$13.85	\$14.28

It is further recommended to include in the Agreement the additional Holiday and Personal Day provision as proposed by the Employer.

### **Article \_\_\_ Training Pay & Education Pay**

It is recommended that this provision not be included in the Agreement.

### **Section 20.4 (Shift Differential) & Section 21.02 (Annual Longevity)**

It is recommended that the Agreement that the last sentence of Section 20.4 be deleted.

It is further recommended that the Agreement include Section 20.01 as in the current agreement with the last sentence to read as follows:

“The amount of longevity shall be paid in accordance with the following schedule:...”

## **TOTALITY OF AGREEMENT**

This will affirm the foregoing report, consisting of **9 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 **December 15, 1998**,

  
\_\_\_\_\_  
John S. Weisheit, Fact Finder

# CERTIFICATE OF SERVICE

STATE EMPLOYMENT  
RELATIONS BOARD

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

Dec 16 12 43 PM '98

City of North Royalton

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Ohio Patrolmen's Benevolent Association

Re: SERB Case No. 98-MED-10-0913 (Dispatchers)

*was served to the below named parties at the stated addresses*

Kevin Powers, Representative Ohio Patrolmen's Benevolent Association 10 Beech St. Berea, OH 44017	Michael Cassidy, Esq. 6285 Pearl Rd. Suite 8 Parma Heights, OH 44130
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*by U. S. Mail, First Class Postage, on December 15, 1998*

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

  
John S. Weisheit, Fact Finder

Date: December 15, 1998