

Dec 14 10 06 AM '90

FACT FINDING PROCEEDING
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 98-MED-10-0937

CITY OF WESTLAKE, OHIO	:	
	:	
The Employer	:	
	:	
-and-	:	<u>FACT FINDING</u>
	:	<u>OPINION AND AWARD</u>
	:	
FRATERNAL ORDER OF	:	
POLICE/OLC	:	
	:	
The Union	:	

APPEARANCES

For the Employer:

Robin R. Leasure, Assistant Law Director
Dennis M. Clough, Mayor

For the Union:

Hugh Bennett, Staff Representative
Janis Crawford, Negotiating Committee
Chris Schuman, Negotiating Committee
Mark Arcuri, Negotiating Committee

MARVIN J. FELDMAN
Attorney-Arbitrator
1104 The Superior Building
815 Superior Avenue, N.E.
Cleveland, Ohio 44114
216/781-6100

I. SUBMISSION

This fact finding came before this fact finder on this 10th day of December, 1998, at the conference facility of the employer, the parties having been unable to resolve their differences prior to this fact finding hearing. The record in this case revealed that the parties had met on four prior occasions; that the product of the meetings and mediations proved uneventful and that the parties thereafter desired to go forward with a formal hearing with the fact finder chosen pursuant to the laws of the State of Ohio. It was upon the issues and arguments that this matter was scheduled and heard and rose to fact finding for opinion and award.

II. STATEMENT OF FACTS

The bargaining unit in this particular matter is made up of thirteen members. Four are full time police dispatchers, four are full time secretaries, four are full time jailers and there is one full time animal control officer. The names and the classifications generally describe the duties. There are occasions when the dispatchers and secretaries, all uniformed, not only accomplish their duties as dispatchers and secretaries but serve as matrons when female prisoners are involved in arrest by the police of the city. The dispatchers, secretaries and the jailers on occasion ride plainly marked police cars. Secretaries are also in uniform and under the contract just ended, all of the personnel received clothing allowances. By agreement of the parties there appeared to be six issues creating the dispute all of which triggered the fact finding. The agreed to issues are the wages for the four classifications, a

request for an increase in clothing allowance, a health benefit sought in the amount of \$10,000.00 life insurance, the issue of greater longevity payment between the 21st and 25th year, a conversion of sick leave in greater amounts than under the present contract and the duration of the agreement. There were several issues that arose by inference at the hearing and they may be described as the amount of initial uniforms issued and whether or not winter jackets should be provided to the uniformed personnel.

Complicating this matter were two important factors. Firstly, the employer during the course of the prior agreement hired a part time dispatcher at the amount of \$13.75 per hour or an amount greater than the full time dispatchers received. The employer indicated and stated that the part timer who could work up to thirty hours per week did not get some of the benefits and fringes that the full timers received. Nonetheless the 75 cent hour received by the part timer, an amount greater than received by the full timers irritated the dispatchers into seeking three grades of dispatchers, namely a first grade, second grade and third grade. The grades as defined by the union was that grade three would be the start rate and run for the first year of continuous employment. The grade two rate would be the beginning of the second year of continuous employment and grade one would be the third year of continuous employment. The union was seeking a wage for dispatcher one to be \$29,996.00 for the first year, for dispatcher two \$27,916.00 for the first year and for dispatcher three \$25,836.00 for the first year. The union then sought a wage for a dispatcher one in the second year of \$31,029.00, for dispatcher second grade in the second year of

\$28,949.00 and for dispatcher third grade in the second year to be \$26,869.00. The bargaining unit also sought a dispatcher first grade wage in the third year of \$32,103.00, for dispatcher two in the third year to be \$30,023.00 and for dispatcher third grade in the third year to be \$27,943.00. The city rejected the dispatcher grading system and rejected the wage that the union requested attached to each grade.

The problem between the parties with the secretarial wage was that a secretary during the course of the prior contract was hired in at a wage greater than those with seniority was receiving. The secretaries were requesting for the year 1999, \$14.25 for the grade three secretary, \$15.25 for the grade two secretary and \$16.25 for the grade one secretary. Likewise the union requested that secretary one would receive in the third year the amount of \$31,751.11 for the grade three secretary, \$33,979.26 for the grade two secretary and \$36,207.41 for the grade one secretary. The union for the year 2001 was seeking \$33,021.15 for the grade three secretary, \$35,338.43 for the grade two secretary and \$37,655.61 for the grade one secretary. The union also sought to establish a secretary two classifications. The grade three secretary in the first year, 1999, would receive \$29,601.00, the grade two secretary in the classification of secretary two would receive \$31,753.80 and the grade one secretary of the secretary two classification in the first year would receive \$33,906.60. For the year 2000 the union sought for the secretary two \$30,637.04, \$32,865.18 and \$35,093.33. For the year 2001 the union was seeking a grade three secretary to pay to be \$31,862.52 for grade two \$34,179.79 and for grade three \$36,497.06. Grade three would be for the first year

of continuous employment, grade two from the beginning of the second to the end of the second year of continuous employment and grade one for the third year of continuous employment. Thus the union was seeking to establish parity and a raise of 3 1/2 percent, 3 1/2 percent and 4 percent for the three years. As to the classifications and wage increase for the jailers and the animal control officer, the union accept the same amount of the other bargaining units in the city namely, 3 1/2 percent for the first year, 3 1/2 percent for the second year and 4 percent for the third year. The union requested more but indicated a willingness to accept those numbers.

To recap, the secretaries and dispatchers were not only seeking a wage increase but were also seeking grades of classifications. The jailers and animal control officer were seeking the general wage increase as the rest of the bargaining unit personnel of the city receive in the other bargaining units.

The union was seeking a \$400.00 clothing allowance for secretaries, dispatchers and jailers and \$600.00 of a yearly maintenance allowance to the animal control officer. The union was also seeking a \$10,000.00 life insurance benefit for the uniformed personnel especially those who found it necessary to be assigned to police cars from time to time when female prisoners are involved. As to longevity the union proposed to add \$100.00 per year from year 21 through year 25. At year 25 the amount would be \$2,500.00. Currently the longevity reaches a maximum of \$2,000.00 at year 20. The union sought that language because it is the same arrangement met with the police officers of the city.

As to sick leave the union sought to raise the maximum accumulation of sick leave from 1,500 to 2,000 hours. That is the same language reached by the city for the police officers during the last negotiation. As to duration the parties really had no controversy. Both parties at hearing passively agreed to three years of duration for the contract. \

One of the issues that appeared in this matter that was not agreed to but was implied was the issue of how many initial uniforms the bargaining unit would receive. The employment stated that there were three uniforms given to all new employees and union agreed. The city also agreed to winter outer wear for the uniformed personnel.

The employer in this particular matter was willing to award to the bargaining unit the same increases as was given to the rest of the six bargaining units in the City of Westlake, Ohio. The employer was not willing to create the classifications of secretary one and secretary two with various grades and the classifications of dispatcher with various grades and salaries. Therein lied the whole difference between parties. If the parties could have settled the wage increase for dispatchers and secretaries then in that event this entire matter could have been mediated to settlement rather than go to a fact finder. Another matter in this particular case is that the council of the City of Westlake, Ohio, never established starting salaries or ending salaries for certain classifications but rather established a pay range by ordinance. This of course allowed the city to pick and choose employees and reward some over others by an arbitrary wage plan which in and of itself caused festering problems within

the classifications especially of secretary and dispatcher. These festering problems of wage ranges and hirees earning more than those having longevity upon hire were the underlying factors causing this entire matter to arise to fact finding rather than being settled. It was upon that merit of fact that this matter rose to fact finding for opinion and award.

III. OPINION AND DISCUSSION

The city never presented any issue of the inability to pay. This fact finder will not take that into account but merely assume that there is an ability to pay all of the demands of the bargaining unit in this matter. The comparables that were placed into the record by the city and by the union revealed that the request of the union were well within the parameters set forth by those comparables. The comparables therefore need not be discussed either because they were satisfactory to the monies sought as well as the issues that were raised. The issue of duration of contract need not be discussed either because the parties were in agreement that there should be a three year agreement beginning the day after the current agreement is concluded.

The issue of clothing supplied at the initial hiring should call for three uniforms and the contractual clause relevant to the that activity should be changed from one to three and it is so ordered. The city further agreed to outwear for winter for the uniformed personnel. The clothing allowance that was sought by the bargaining unit is well within the parameters of reason. The dispatchers hereafter as well as the secretaries and jailers shall receive

\$400.00 per year for maintenance. The animal control officer duties takes that person in many different directions and should be awarded a \$600.00 uniform maintenance allowance per year. This uniform maintenance allowance was not meant to cover winter jackets which at hearing was promised by the employer and the winter jackets if needed shall also be awarded to the bargaining unit herein. None of these items are extravagant but needful if the city is to maintain a uniformed presence by all of the people involved in this particular bargaining unit.

The bargaining unit sought health benefits in the form of ten thousand dollars of life insurance. It is noted that jailers interface with prisoners on a day to day basis on each shift; that secretaries and dispatchers are uniformed and may serve as matrons on occasion when there are female prisoners and when they ride in police cars and that the animal control officer is confronted by mean dogs and the like on a daily basis. The cost of life insurance for these uniformed employees in the minimal amount of \$10,000.00 per year is not an extravagant request and that should be granted.

The sick leave sought by the bargaining unit being raised from 1,500 to 2,000 hours in sections 21.01, 21.02 and 21.03 of the soon to be concluded contract should be made part of the new contract. The city really had no meaningful defense to the request of the union in that regard. The same is true of longevity wherein the union proposed to add \$100.00 per year from years 21 through years 25 wherein the maximum amount of 25 years would be

\$2,500.00. That language is found in the police agreement and there is no reason why these uniformed personnel in this bargaining unit should be treated any differently.

The wages of the jailers and the animal control officer should be increased the same as other bargaining unit members of the city which were raised to additional amounts of 3 1/2 percent the first year and an additional 3 1/2 percent the second year and an additional 4 percent the third year. The problems concerning the wages of the dispatchers and secretaries do pose a problem. The problem however was one of the employers own making. They hired in personnel at a higher wage rate than those who had seniority. That hiring was done pursuant to an ordinance which had a pay range schedule. When that occurred a festering problem began. The senior employee believed that they have been overlooked by an employer for whom loyalty was given. The employee further believes that the employer has arbitrarily disciplined the senior employee by hiring in a new employee at a higher wage. This festering problem must be resolved.

The city has a problem with establishing grades of dispatchers. On a close review of the union's proposal I find it to be fair and reasonable in this regard. It might be noted for example, that if an employee were hired in at \$13.75 an hour for a period of 2,040 worked per year that that wage would be over \$28,000.00. The union has proposed a start wage of \$25,836.00. The mathematics in this case favor the union and I hereby order the union request as to dispatchers into use. That request is hereby the order of this fact finder and is

stated as follows:

“GRADES DEFINED (per WCO):

In the Police Department the grades within the rank of DISPATCHER shall be established and defined as follows:

- (a) Grade Three. From an original appointment to the end of the first year of continuous employment.
- (b) Grade Two. From the beginning of the second year to the end of the second year of continuous employment.
- (c) Grade One. From the beginning of the third year to the end of the third year of continuous employment.

Effective January 1, 1999 thru December 31, 2001*, Full-time DISPATCHER 1st GRADE, DISPATCHER 2nd GRADE and DISPATCHER 3rd GRADE will be paid bi-weekly every other Friday, according to the following wage schedule.

DISPATCHER 1st GRADE
Additional 41.00 p/h over DISPATCHER 2nd GRADE
DISPATCHER 2nd GRADE
Additional \$1.00 p/h over DISPATCHER 3rd GRADE
DISPATCHER 3rd GRADE
64.94% of PATROLMAN 3rd GRADE

PATROLMAN'S GRADE rate is based on the corresponding year.

Effective January 1, 1999, all employees shall be paid bi-weekly every other Friday, according to the following schedule:

DISPATCHER 1st GRADE	\$29996
DISPATCHER 2 nd GRADE	\$27916
DISPATCHER 3 rd GRADE	\$25836

Effective January 1, 2000, all employees shall be paid bi-weekly every other Friday, according to the following schedule:

DISPATCHER 1st GRADE	\$31029
DISPATCHER 2 nd GRADE	\$28949
DISPATCHER 3 rd GRADE	\$26869

Effective January 1, 2001**, all employees shall be paid bi-weekly every other Friday, according to the following schedule:

DISPATCHER 1st GRADE	\$32103**
DISPATCHER 2 nd GRADE	\$30023**
DISPATCHER 3 RD GRADE	\$27943***

The only remaining problem is that of the secretaries. It is conceded that a secretary one and a secretary two is a known quantity between the parties. The secretary one is the higher paid and the secretary two is the lower paid. The employers hired in a secretary at the rate of \$13.75 an hour and it is apparent that that is the a starting wage for secretaries of the City of Westlake, Ohio. With that in mind and upon close perusal the request of the union is hereby made the order of the fact finder as being fair, just and reasonable. That request of the union revealed the following:

“INCREASES = TO BE PERCENT GIVEN AND
NOT LESS THAN 0.75

GRADE THREE. FROM AN ORIGINAL APPOINTMENT TO THE
END OF THE FIRST YEAR OF CONTINUOUS EMPLOYMENT.

GRADE TWO. FROM THE BEGINNING OF THE SECOND YEAR
TO THE END OF THE SECOND YEAR OF CONTINUOUS
EMPLOYMENT.

GRADE ONE. FROM THE BEGINNING OF THE THIRD YEAR TO
THE END OF THE THIRD YEAR OF CONTINUOUS EMPLOYMENT.

SECRETARY I

MINIMUM ADDITIONAL \$1.00 BETWEEN GRADES AND
MINIMUM ADDITIONAL 0.50 OVER CORRESPONDING GRADE IN
SECRETARY II CATEGORY.

	<u>1999</u>	<u>2000</u>	<u>2001</u>
GRADE 3 = \$14.25 -	30,677.40	31,751.11	33,021.15
GRADE 2 = \$15.25 -	32,830.20	33,979.26	35,338.43
GRADE 1 = \$16.25 -	34,983.00	36,207.41	37,655.61

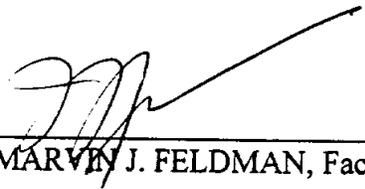
SECRETARY II

MINIMUM ADDITIONAL \$1.00 BETWEEN GRADES.

	<u>1999</u>	<u>2000</u>	<u>2001</u>
GRADE 3 = \$13.75 -	29,601.00	30,637.04	31,862.52
GRADE 2 = \$14.75 -	31,753.80	32,865.18	31,862.52
GRADE 1 = \$15.75 -	33,906.60	35,093.33	36,497.06"

IV. AWARD

The order of the fact finder is made pursuant to the indications in Part III of the Opinion and Award. I believe the result to be fair, just and equitable and in line with the ability of the city to pay and in line with the present hiring practices of the city and in line with comparables and in line with the reasonableness of the situation.



 MARVIN J. FELDMAN, Fact Finder

Made and entered
 this 13th day
 of December, 1998.