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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT FINDING PROCEEDINGS

STATE EMPLOYMENT
RELATIONS BOARD
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REPORT & RECOMMENDATIONS
OF THE FACT FINDER

AS ISSUED
APRIL 8, 1999

IN THE MATTER OF:

COPLEY TOWNSHIP
(Employer)
-and-
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Union)

SERB Case No. 98-MED-10-0948
(Dispatchers)

HEARING:

As the result of mediation on February 18, 1999 and an evidentiary session held on March 12, 1999 at the Copley Township Hall in Copley, Ohio.

APPEARANCES:

On Behalf of the Union:

Jeff Perry	Business Agent
Jerry Mirman	Copley Dispatcher's Union Representative

On Behalf of the Employer:

Robert A. Edwards	Attorney
Edward J. Riegler	Attorney
David Sattler	Police Lieutenant

GREGORY JAMES VAN PELT
LABOR ARBITRATION
MEDIATION & DISPUTE RESOLUTION

1601 LYNTHURST ROAD
LYNTHURST, OHIO 44124

SUBMISSION

Copley Township and the OPBA, representing the Township's approximately seven full-time Dispatchers, have had a collective bargaining relationship since 1995. Copley's previous Agreement with its Dispatchers expired on December 31, 1998. As provided by ORC 4117.14(C)(5), a mutual agreement to extend negotiations for a successor Collective Bargaining Agreement was entered into by the Parties, as well as an agreement to apply negotiated terms retroactively to January, 1, 1999.

During the course of their negotiations the Parties attempted settlement of issues in dispute, and toward that end held five meetings. However, impasse was reached on a number of issues, and the Parties requested of the State Employment Relations Board the participation of a Fact-finder.

In accordance with the provisions of Rule 4117-9-05(E) of the Ohio Administrative Code, the undersigned was appointed Fact-finder in the matter, effective on December 1, 1998. Mediation was undertaken on February 18, 1999, but failed to result in resolution of all issues at impasse. Consequently, a brief attempt to mediate remaining issues was made on March 12, 1999. Mediation again proving fruitless, the Parties were afforded an opportunity to present evidence and testimony supporting their respective positions, and the matter was declared closed.

ISSUES AT IMPASSE

The Parties initially identified five issues as remaining unresolved, with tentative agreements pending regarding a number of other proposals. In the course of proceedings, the Parties reached tentative agreement on several of the following issues:

1. **Article XXI – Sick Leave**
2. **Article XXIV - Funeral Leave**
Article XXVI – Compensation
3. **Section 1. Salary**
4. **Section 2. Shift Differential**
5. **Article XXX – Insurance**

**Resolved by agreement of the Parties.*

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Factfinder was guided by the considerations delineated in OAC 4117-9-05(K):

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3)** The interests 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;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

On the western periphery of the greater Akron area, Copley Township is contiguous with Fairlawn, its larger neighbor to the north, and is one of three townships in Summit County. Copley is a reasonably prosperous community, enjoyed a modest carryover in the last fiscal year, and makes no argument that it is unable to pay wage and other compensation increases requested by the OPBA. However, the Township is currently engaged in negotiations with a number of its bargaining units and is consequently concerned about increases in compensation to its employees and other expenses, particularly increases in its health care obligations.

The Township's seven full-time Dispatchers, supplemented by part-time employees, handle Police, Fire, and EMS calls, as well as hazardous materials and EMD calls in surrounding communities, when necessary. Members of the bargaining unit have considerable emergency dispatch experience and all current full-time Dispatchers in Copley have held their positions for at least five years. Shift assignments for bargaining unit members have likewise been stable for some time. . In 1998 Dispatchers received 14,074 calls for service, resulting in 1,847 Incident Reports; down slightly from 1997's figures, with a minimal increase in calls received between 1:00 am and 6:00 am.

In consideration of this background, the following recommendations are respectfully submitted:

RECOMMENDATIONS

Article XXI – Sick Leave

Current Provisions:

Section 8. When the use of sick leave is due to illness, injury in the immediate family, "immediate family" shall be defined to include the employee's mother, father, spouse, child, stepchild, sibling, parent-in-law, grandparents, or grandchild residing with the employee.

OPBA's Position:

The Union proposes the addition of "significant other" to those defined as "immediate family" under the provisions of Article XXI. This expansion of the definition of family, the OPBA argues, would be a realistic updating of the present contract language for those bargaining unit members who choose not to memorialize their relationships with loved ones through formal marriage vows. Neither should a loved one's residence dictate whether or not an employee is able to participate in their care, the Union maintains. Accordingly, the OPBA also proposes elimination of the requirement that immediate family reside with the employee in order to qualify for sick leave.

Copley's Position

The Township contends that recognition of "significant others" within the term "immediate family" is beyond prevailing community standards, and would be at odds with the definition as applied to health care and other benefits. In addition, Copley asserts the requirement that immediate family members reside with the employee forestalls the possibility that bargaining unit members might require extended sick leave to care for loved ones in distant locations. Moreover, says the employer, it is seeking to standardize sick leave

provisions in agreements with all its bargaining units, and the impact of the changes proposed by the OPBA would be far greater in other units.

Discussion and Recommendations:

Commitments between the parties in a relationship, whether or not sanctioned by marriage vows, may eventually be recognized as the basis for inclusion in sick leave, health care and similar benefits provided employees. But in the present case there was little evidence that such recognition would appreciably affect any bargaining unit member. Likewise, the elimination of the residence requirement for inclusion of a loved one in an employee's "immediate family" leaves the Township somewhat vulnerable to a use of the sick leave provision beyond the scope and intent of the agreement. Accordingly, it is recommended that current contract language be retained. *(Due to potential for misinterpretation, it is recommended that the comma in the phrase "... grandparents, or..." be eliminated.)*

Recommended Contract Language:

Section 8. When the use of sick leave is due to illness, injury in the immediate family, "immediate family" shall be defined to include the employee's mother, father, spouse, child, stepchild, sibling, parent-in-law, grandparents or grandchild residing with the employee.

Article XXVI – Compensation

Section 1. Salary

Present Contract Provision:

The predecessor agreement between the Parties provided for an eleven percent (11%) increase in the first year, to \$12.02 per hour for less than five years of service, and to \$12.35 per hour for five plus years. In January of 1997, the entry rate was raised to \$12.05 per hour and no additional increases were provided in the last two contract years.

OPBA's Position:

The Union maintains that Copley dispatchers are the lowest paid in Summit County. In support of this position the OPBA presents comparable compensation figures for surrounding divisions that indicate Township Dispatchers with five years experience receive only 85.95% of the Summit County average, amounting to some \$4,216.00 per year. In contrast, says the Union, other bargaining units within Copley receive comparatively higher wages than surrounding communities. In addition, internal comparables indicate that Dispatcher pay is below that of administrative secretaries and even senior laborers in the road department, says the Union. The OPBA therefore proposes a stepped salary schedule it maintains will bring bargaining unit members in line with their colleagues in the area. That schedule provides for six steps, with entry level at the present rate of \$12.05 per hour, and 1999 increases based on years-of-service, to a maximum of \$14.35 per hour after five years

service. The Union proposes additional annual increases of 3.5% in the second and third years of the agreement.

Copley's Position:

The Township concedes that its Dispatchers receive somewhat less than comparable Summit County communities. However, says the Employer, Copley dispatchers have significantly fewer responsibilities than their comrades elsewhere, some of whom also function as jailers in other jurisdictions, according to the Township. Copley further argues that it must consider the total compensation, including health insurance and other benefits, to which it obligates itself in these negotiations. In consideration of these factors the Township proposes wage increases of three percent (3%) in each of the contracts three years.

Discussion and Recommendations:

Although evidence indicates that entry-level Dispatchers in Copley receive slightly more than the average of comparable Summit County communities, there is little doubt that employees with more than five years experience are significantly below the standard. It is also necessary to consider that in addition to their other duties Township Dispatchers must be trained and prepared to handle Hazardous Materials and EMD situations, including those occurring in surrounding divisions which do not provide such services themselves. Nor is the number of calls received by Dispatchers, or the number of incident reports generated by those calls, out of line with those of neighboring communities. It is clear therefore that the Township's continued ability to retain the experienced Dispatchers it now enjoys is dependent on their payment of competitive wages relative to Summit County's other divisions. However, to require the Township to reach full parity within the short period covered by one collective bargaining agreement would be burdensome. The recommendations presented here therefore attempt to balance these considerations.

Because all current members of the bargaining unit have more than five years experience the multi-step schedule proposed by the Union would seem to be an unnecessary and costly administrative burden with no real effect, and is not recommended. It is recommended that Copley's entry-level rate be reduced by twenty cents (\$.20) per hour, to \$11.85 per hour, a wage commensurate with that paid by other units, and sufficient to allow Copley to attract qualified employees in the future. In order to raise the relative wages of veteran Township Dispatchers, it is recommended that the current base rate of bargaining unit members with five or more years experience be increased by nine percent (9%) in the first year of the Agreement, retroactive to January 1, 1999. Increases of three percent (3%) are recommended in each of the final two years of the Agreement, with respective increases effective on January 1, 2000 and January 1, 2001.

Section 2. Shift Differential

New Contract Language

OPBA's Position:

In order to compensate bargaining unit members required to work irregular hours, the OPBA proposes the inclusion of a shift differential provision, as follows:

For any hours worked between 3PM and 11PM there shall be a shift differential paid equal to thirty cents (\$.30) per hour. For any hours worked between 11 PM and 7 Am there shall be a shift differential equal to forty-five cents (\$.45) per hour.

This differential, says the Union, is a well-recognized method of compensating employees, and, would assist in bringing Copley Dispatchers to parity with colleagues in other jurisdictions.

Copley's Position:

The Township argues that no other bargaining units in Copley have a shift differential. The need to work irregular shifts is inherent in the Dispatcher's position, says the Employer. Accordingly, it rejects the Union's proposal.

Discussion and Recommendation:

The differential proposed here by the Union overtly addressed compensation for the irregular hours required of Dispatchers, as well as an opportunity to improve the relative wage inequities asserted by the Union. Parity concerns having been addressed directly in Section 1 of Article XXVI, and considering the lack of differential paid other Township bargaining units, the OPBA's proposal will not be recommended.

However, negotiations in this matter revealed that the Union's proposal sought to address bargaining unit concerns beyond shift differential. Dispatchers currently work shifts to which they were originally assigned on the basis of seniority, and at which they have worked without permanent change for an extended time. The Union's proposal sought to reinforce current shift assignments, and it sought in mediation the institution of contract language to memorialize the established practice of seniority bidding of Dispatch shifts. The Township maintained that the assignment of shifts is a matter of management rights, and although it asserted it had no plan to re-assign bargaining unit members, it also sought to reserve the right to schedule Dispatchers according to management's perception of departmental needs.

Clearly, the issue of the Township's right to assign shifts versus the established practice of shift assignment through seniority bid is beyond the scope of this fact-finding, and cannot be recommended here. Should a grievance occur, the matter must be resolved through the contractual procedure.

Article XXX – Insurance

OPBA's Position:

The Union sought the addition of language in Article XXX to secure equivalent or superior health insurance benefits, should the Township choose to change carriers or insurance plans. The OPBA also sought the elimination of co-pay provisions in Section 6. The bargaining unit agreed to co-payments based on their application to Copley's police officers, as well. Co-payments were never included in the police contract, says the Union, leaving the Dispatchers as the only Township bargaining unit to be required to contribute to health care.

Copley's Position:

The Employer indicates that the premium for family coverage through its present Medical Mutual plan is \$793.95 per month. Copley argues that its present health insurance obligations totaling some \$386,425.20 annually are prohibitively expensive; and that the possibility of future increases requires that it either change the health care plan it provides Township employees or increase the level of co-payments.

Discussion and Recommendation:

Health insurance coverage was a major issue in the negotiations between these Parties. At issue was the extraordinary rate charged the Township by the current provider and the bargaining unit's concerns that the rate would cause Copley to reduce insurance coverage or benefits. The issue was ultimately resolved by mutual agreement to establish a joint Health Care Review Committee, and by the Township's assurance that all Copley employees would be required to contribute to their health care plan through co-payments in the future. The tentative agreement of the Parties is memorialized in this report as the Fact-finder's recommendation:

Health Care Review Committee

The Bargaining Unit agrees to participate in a township wide Health Care Review Committee. The Bargaining Unit shall designate one representative to be a member of a newly formed Township Health Care Review Committee. Said committee shall consist of the following individuals and/or representatives: one member designated by each bargaining unit in the Township, each department head or their designee, Township Trustees or their designee and the Township Clerk or her designee. The purpose of the committee is to review health care proposals which provide comparable coverage under the current Township health plan but at a reduced cost to the Township and the Employees. Upon review the Committee shall make a recommendation to the Township Trustees by ranking its selection from most favorable to least favorable.

SUMMARY OF RECOMMENDATIONS

- 1. **Article XXI – Sick Leave** Present contract language
- 2. **Article XXIV - Funeral Leave**
- 3. **Article XXVI – Compensation**
 - Section 1. Salary** 9% - 3% - 3%
 - Section 2. Shift Differential** Not recommended
- 4. **Article XXX – Insurance**

**Resolved by agreement of the Parties.*

Respectfully submitted, this 8th day of April, 1999
At Lyndhurst, Cuyahoga County, Ohio


Gregory James Van Felt
Fact-finder
State Employment Relations Board