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**IN THE MATTER OF FACT-FINDING  
BETWEEN**

**CITY OF STRONGSVILLE )  
)  
)  
AND )  
)  
)  
OHIO COUNCIL 8, LOCAL 2681 )  
AMERICAN FEDERATION OF STATE )  
COUNTY & MUNICIPAL EMPLOYEES )**

**CASE NO. 98-MED-10-1046**

**FINDINGS  
AND  
RECOMMENDATIONS**

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE CITY**

**James A. Budzik  
Attorney at Law**

**FOR THE UNION**

**Michael Bauer  
Staff Representative**

## SUBMISSION

This matter concerns fact-finding proceedings between the City of Strongsville (hereinafter referred to as the City) and Ohio Council 8, Local 2681, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were conducted on March 5 and April 27, 1999.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of Radio Dispatchers who dispatch police, fire, and emergency medical and/or rescue personnel by means of Medical Priority Dispatch System (MPDS) for the City of Strongsville. There are approximately ten (10) employees in the bargaining unit.

This fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

## **1. WAGES**

The Union proposes a 5% wage adjustment for the additional duties as an Emergency Medical Dispatcher which the bargaining unit must now perform. The City proposed to grant each employee, regardless of their level on the wage structure, the amount of \$375 rolled into their base wages the first year of the Agreement, effective January 1, 1999. The parties are otherwise in agreement that wages should be increased 3.75% across the board each year of a two year Agreement.

The Union argues that it would be reasonable to compensate all members of the bargaining unit for the new Emergency Medical Dispatch (EMD) duties which they now must perform. Since November 1998, all dispatchers have been required to provide pre-arrival medical instructions to 911 callers prior to the arrival of fire department paramedics. The dispatchers received training and certification as Emergency Medical Dispatchers. CPR, choking and bleeding control instructions are among those provided to 911 callers. The City of Strongsville is the first community in the southwest suburban area to provide pre-arrival medical assistance to its residents. The Union points out that EMDs must maintain a required level of competence in order to avoid disciplinary actions. They are also required to complete a minimum of twelve hours of continuing Dispatch Education per year. The Union contends that an additional EMD pay supplement is warranted for all of the radio dispatchers in the bargaining unit who now have the additional responsibilities of providing pre-arrival instructions for medical

emergencies. The Union submits that an EMD pay supplement of 5% for each employee would be appropriate.

The Union further cites wage comparables in support of its position. The Union maintains that the bargaining unit members here are among the lowest paid dispatchers in the area. If the Union's proposed EMD pay supplement were to be adopted along with the general increases of 3.75% per year, then employees' wages would be more in line with the average for police dispatchers in the surrounding communities as well as within the State of Ohio.

The City contends that its total wage proposal is reasonable. It has proposed adding \$375 to the employees' base wages the first year of the Agreement. This would represent 1.4% of the current top step wage. With the additional \$375 and the 3.75% across the board wage increases, a ten year employee would in effect receive a 5.15% increase in base wages in the first year of the Agreement. The City points out that it proposed adding \$375 to the employees' base wages in the first year in recognition of the additional pre-arrival instructions for medical emergency duties which the bargaining unit must now perform. The City also notes that the parties have reached a tentative agreement with reference to a new Longevity Provision that would add an additional one thousand dollars to the base wage of a ten-year employee. As a result under the City's wage proposal, a ten-year employee would be receiving in 1999 total increases, including equity adjustments, amounting to 7.05%. The City submits that its wage proposal is more than reasonable.

The City also cites comparables which it claims show that the dispatcher wages here are in line with those paid in surrounding communities. Other than the city of Berea, the City's proposed wage increase would mean that the dispatchers' wages here would be consistent with those found in other surrounding and contiguous cities. Moreover, the City maintains that it is seeking to have uniformity and patterned bargaining with this particular unit. Both the police and fire department employees agreed to wage increases for 1999 of 3.75% with no additional stipends. Finally, the City notes that EMD pay supplements are not common in other jurisdictions.

ANALYSIS – Based upon a careful review of the evidence, this fact-finder would recommend that there be additional pay equity adjustments of \$375 in each year of a two-year Agreement. That is, effective January 1, 1999, an amount of \$375 is to be added to the base wages for all bargaining unit members and then they are to be given an across the board 3.75% wage increase. In the second year of the Agreement, this fact-finder would recommend that there be a 3.75% general wage increase as the parties have already agreed upon, with the addition of another \$375 for an EMD pay adjustment for each dispatcher at their respective level on the wage scale. In effect, this fact-finder is recommending that \$375 be added onto the annual salaries set forth in the City's wage proposal for the second year of the Agreement.

This fact-finder has determined that there was a basis established for providing the radio dispatchers in the bargaining unit with an additional equity pay adjustment beyond that proposed by the City. The evidence shows that the dispatchers have recently

the bargaining unit would be brought up to \$28,785. This would place the dispatchers' wages more into line with the average for dispatchers' pay in the region. However, several surrounding communities would still be paying their dispatchers more than Strongsville. For example in 1999, dispatchers' wages have been increased to \$29,428 in neighboring Brunswick, and to \$30,993 in Parma. The City of Brook Park, which currently is in negotiations, is already paying its dispatchers \$28,721. While there are other cities in the area which will be paying dispatchers a top wage which is comparable to that being proposed for Strongsville dispatchers for 1999, it should be pointed out that in these other communities the dispatchers do not have the additional responsibilities of providing pre-arrival instructions for medical emergencies. Taking into consideration the comparable dispatchers' wages in the area as well as the new responsibilities that have been given to the bargaining unit here, this fact-finder is compelled to conclude that additional first and second year equity pay adjustments are warranted.

Therefore, this finder finds that it would be reasonable under the circumstances to provide bargaining unit members with additional pay equity adjustments of \$375 in each year of the two-year Agreement. Basically, this means that the City's last wage proposal is to be amended to include an additional \$375 in the second year of the Agreement. The annual and hourly wages set forth in the attached recommendation incorporates the City's proposal with the addition of a \$375 equity adjustment to the Dispatchers' second year wages.

## RECOMMENDATION

It is the recommendation of this fact-finder that equity pay adjustments of \$375 be included in both the first and second years of the Agreement as set forth in the following Wage Provision.

### ARTICLE 27    WAGES

27.1            The following compensation schedule shall be effective for all full-time Radio Dispatchers as of January 1, 1999:

	<u>Annual</u>	<u>Hourly</u>
Starting	\$21,175	\$10.18
After 6 months	22,479	10.81
After 12 months	24,025	11.55
After 24 months	25,862	12.43
After 36 months	28,785	13.84

27.2            The following compensation schedule shall be effective for all full-time Radio Dispatchers as of January 1, 2000:

	<u>Annual</u>	<u>Hourly</u>
Starting	\$22,344	\$10.74
After 6 months	23,697	11.39
After 12 months	25,302	12.16
After 24 months	27,207	13.08
After 36 months	30,239	14.54

Note: Depending on prior experience, the City may hire a Radio Dispatcher at the start, 6 months, 12 months, or 24 months level.

27.3            The above compensation includes wage increases of 3.75% each year of the Agreement plus equity adjustments.

## **2. VACATIONS**

The Union proposes to delete the two-tier vacation schedule for employees hired after January 1, 1994. The City proposes to retain the current Vacation Provision.

The Union contends that it is only attempting to achieve that which was provided to the City's police and fire department employees during the last negotiations when their two-tier schedule was eliminated. For consistency purposes with the police and fire department employees, the Union asks this fact-finder to delete the two-tier schedule and maintain the vacation schedule for employees hired before January 1, 1994. The Union further argues that the two-tier system has created unnecessary animosity between the junior and senior employees.

The City contends that the two-tier vacation schedule is the same as that which appears in two other labor agreements which it has with the Teamsters who represent employees with the Service and Building Departments. In order to be consistent with these other two agreements, the two-tier system should be retained for the dispatcher unit. The City also submits that it has tentatively agreed to increase employee benefits for dispatchers in other areas. Because of the significant increases in the overall package for the bargaining unit, there should be no change in the two-tier vacation schedule.

**ANALYSIS** – This fact-finder recommends that there be no change in the current two-tier vacation schedule. The evidence shows that three out of five Collective Bargaining Agreements which the City has with its various employees have the two-tier vacation schedule which is dependent upon the employee's date of hire. Besides the

dispatcher unit here, the two-tier vacation schedule is found in the City's agreements which cover the service workers and building inspectors. Thus in order to be consistent with these two other agreements, it would be appropriate to retain the current two-tier vacation schedule for dispatchers.

Most significantly, this fact-finder finds merit to the City's contention that one must look at the total economic package which has already been tentatively agreed to by the parties. The evidence shows that employee benefits for the bargaining unit have been increased in the areas of compensatory time, sick leave buyout upon retirement, Family Medical Leave, uniform allowance, a new provision for training pay, a significant increase in longevity, as well as employee benefits for mileage and meal allowances while employees are out of town. In addition, the City also has agreed to other non economic provisions such as converting time off to hours instead of days which was proposed by the Union. Considering the significant increases in benefits which are contained in the overall package for the bargaining unit, this fact-finder does not believe any additional increase in vacation benefits would be warranted at this time.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the current two-tier Vacation Schedule be retained without any change.

**VACATION** – Current provision, no change.

**CONCLUSION**

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder incorporates herein all tentative agreements previously reached by the parties and recommends that they be included in the parties' final Agreement.

**MAY 12, 1999**

  
**JAMES M. MANCINI, FACT-FINDER**