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FACT-FINDING REPORT

OHIO STATE EMPLOYMENT RELATIONS BOARD (SERB)

Case Nos. 99-MED-10-0936
99-MED-10-0937

TEAMSTERS LOCAL 908

-and-

CITY OF DELPHOS, OHIO

Advocates: Steve Waitman, Tmstrs. Local 908, President & Business Representative
Clayton P. Osting, City Attorney, Delphos

Donald R. Burkholder, Ph.D.,
Fact-Finder

Hearing Date: Friday, December 17, 1999

Mailed by U.S. Postal Service Express Mail
approximately 11:50 a.m., Friday,
December 24, 1999

SCOPE OF DUTIES OF THE FACT-FINDING PANEL in accord with
Section 4117 of the Administrative Code

- A. The fact-finding panel shall attempt to mediate the disputes of the parties prior to conducting a fact-finding hearing.
- B. When mediation efforts do not resolve all issues at impasse, the fact-finding panel shall hold an evidential hearing except that the parties may stipulate facts and waive a hearing. For purposes of hearing, the fact-finding panel shall have the power to regulate the time, place, course, and conduct of the hearing, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and request the Board to issue subpoenae to compel attendance of witnesses and the production of books, papers, and records relating to any matter before the fact-finding panel. The fact-finding panel may not choose a hearing location at a cost to the parties unless the parties fail to agree to an alternate cost-free location. Fact-finding hearings are to be held in private.
- C. The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.
- D. The fact-finding panel, in making recommendations, shall take into consideration the following:
 - (1) Past collectively bargained agreements, if any, between the parties.
 - (2) Comparison of unresolved issues relative to the employees in the bargaining unit with the 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, and 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; and,
 - (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 the public service or in private employment.

STATEMENT OF FACTS:

The parties stipulated to multi-unit bargaining for the City's public safety personnel, agreeing that the Collective Bargaining Agreement will pertain to all units. The unit includes two (2) Sergeants; Detectives, which is a new designation; eight (8) Patrolmen; and three (3) Dispatchers. Originally there were two units, the first of which was composed of Patrolmen and Dispatchers; the second original bargaining unit consisted of Sergeants. The part-time Dispatcher, the Police Chief, and the Administrative Sergeant are excluded from the bargaining unit(s). The Delphos Police Department consists of eight (8) Patrolmen, three (3) Dispatchers; one (1) part-time Dispatcher; two (2) Sergeants, an Administrative Sergeant, and the Police Chief.

Delphos is a City of approximately 7,100 people, a per capita income of \$11,615. a median household income of \$26,747, and 2,770 homes. The median home value is \$47,500; twenty two (22) per cent of the houses are owner-occupied.

THE HEARING:

This Fact-Finding Hearing is conducted under the rules of State Employment Relations Board (SERB), as noted on page two (2) of this report. The Fact-Finder offered to mediate the dispute at the outset of the hearing, which began at approximately 10:10 a.m. at the Delphos Municipal Building. The parties declined to mediate, asserting that the most worthwhile use of time was to proceed with the Fact-Finding Hearing. Present for the Union were Steve Waitman, advocate; Karen M. Weichart, Dispatcher; David R. Clark; and Tom Klingler. Clayton P. Osting, City Attorney, represented the Employer, along with Dale Wagner, Police Chief; and G. Roland Williams, Safety/Service Supervisor.

THE ISSUES:

Union's Unresolved Issues - Total of Ten (10)

Article 16, Training and Education

- " 24, Hours of Work and Overtime
- " 25, Vacation
- " 26, Holidays
- " 27, Shift Differential
- " 29, Working Out of Rank
- " 30, Uniform Allowance
- " 31, Miscellaneous
- " 32, Wages
- " 34, Termination (contract duration)

Employer's Unresolved Issues - Total of Nineteen (19)

Article 16, Training and Education

- " 18, Residence Requirement
- " 19, Sick Leave
- " 21, Bereavement Leave
- " 23, Health Insurance
- " 24, Hours of Work and Overtime
- " 25, Vacation
- " 26, Holidays
- " 27, Shift Differential
- " 28, Longevity
- " 29, Working Out of Rank
- " 30, Uniform Allowance

- “ 31, Miscellaneous
- “ 32, Wages
- “ 33, Civil Service
- “ 34, Physical Fitness Program
- “ 35, Medical Examination
- “ 36, Drug/Alcohol Testing
- “ 37, Termination (duration of contract)

COMPARABLES:

The question of appropriate comparables is a serious issue in any interest arbitration or fact-finding. The Union requested the SERB Benchmark Report for patrolmen, sergeants, and dispatchers represented in the population range of 5,000 to 10,000, included 69 employers and 112 contracts. The Employer, asserting that the Union-requested benchmark report was from too broad a category, requested a SERB benchmark report for the population range of 6,500 to 8,500, which reflected 27 employers and 51 contracts.

The Fact-Finder analyzed both sets of SERB statistics, i.e., the SERB Benchmark Report dated October 8, 1999, provided by the Union, and the other provided by the Employer, dated December 2, 1999. He also analyzed the data on AMS Community Profiles dated November 30, 1999, provided by the Employer, and paralleling the municipalities in the SERB Benchmark Reports.

The Fact-Finder developed an initial list of comparables by comparing the salary ranges for Police Dispatchers, Patrolmen, and Sergeant, respectively, from the SERB Benchmark Reports with the total houses, median home value, total population, per capita income, and median household income in the AMS reports.

The initial set of comparables was as follows:

Bellevue City
Belpre “
Clyde “
Eaton “
Geneva “
Hubbard “
Jackson “
London “
Moraine “
Willard “

No comparable salaries were listed in SERB Benchmark Reports for Sergeant in Eaton City. Otherwise, comparisons for these positions were complete.

The final, culled list of comparables was as follows:

Eaton City
Geneva “
Hubbard “
London “
Willard “

The variations in the comparables among the positions of dispatcher, patrolman, and sergeant made it difficult to determine an equitable recommendation for the combined unit. No comparables were available for the newly - created Detective position in Delphos. Internal comparables, i.e., the wages and duties of other Delphos City workers, were also provided and considered.

WAGES:

Article 31, Wages

The packaging of all ranks - Sergeant, Detective, Patrolman, and Dispatcher - in one unit makes comparability a major challenge. However, the Sergeant's comparables at the Union-requested level approximates Willard City rather well, and London City and Hubbard City more generally. There were no comparables for the newly-created rank of Detective. The Union-requested rate for Patrolman approximates Hubbard City, is lower than London City at the high end, and is lower than Willard City. The Union - requested wage for Dispatchers is similar to London City.

Dispatcher duties in Delphos are impressive, require a great deal of initiative, responsibility, and confidentiality, e.g., typing the confidential taped statements taken during the interviewing process. Considered together with numerous other duties, some of which appear to approach the level of executive secretarial responsibilities, the Delphos Dispatcher role requires diverse abilities and cool-headed adaptability. Internal comparables, and to some extent external comparables, justify the Union - requested wage range for Dispatchers, i.e., \$12.75 per hour in the first year, increasing to \$13.79 in the third year .

Recommendation - The Union wage scale, reflecting a four (4) per cent increase, is recommended for all ranks, i.e., Sergeant, Detective, Patrolman, and Dispatcher.

Recommendations:

The recommendations below are listed without comment in order to provide a ready overview of what the Fact-Finder is recommending. Nevertheless, some discussion these recommendations follows the listing, in light of Paragraph D requiring the panel, in making recommendations, to consider the factors listed on page 2 of this document.

Article	30, Uniform Allowance - Union Language
“	31.8, Miscellaneous -Union Language
“	32, Wages - Union Language
“	33, Civil Service - Employer Language
“	34, Physical Fitness - Employer Language
“	35, Medical Exam - Employer Language
“	36, Drug/Alcohol Testing - Employer Language
“	37, Termination (duration of agreement) - Union Language

Current Language is recommended for the following:

“	16, Training and Education
“	18, Residence Requirement
“	19, Sick Leave
“	21, Bereavement Leave
“	23, Health Insurance
“	24, Hours of Work and Overtime

- “ 25, Vacation
- “ 26, Holidays
- “ 27, Shift Differential - Current Language
- “ 28, Longevity - Current Language
- “ 29, Working Out of Rank - Current Language

Discussion of Recommendations:

There was little persuasive evidence that the Union's request for an increased shift differential or and additional pay for working out of rank is justified. Recognizing that the Union's intent regarding working out of rank is to deter management from working personnel out of rank to frequently or too readily, the current language is appropriate. It is reasonable to expect an increased uniform allowance, given escalating costs. Regarding Article 31.8 and 31.9, the Union proposal is recommended both to establish a rank of Detective, since the parties have so agreed, and to provide an equitable system for minimal cost duty weapon purchase not only for those who have reached normal honorable retirement, but for persons who retire for medical reasons, or who are disabled.

The Employer, it would seem rather reasonably, wants to prevent a unit member from having a "double bite at the apple," and would prohibit Civil Service grievance actions, requiring the unit member to grieve through the collective bargaining agreement. Based on D6 of the "Scope of Duties" (see page 2), i.e., such "other factors, not confined to those listed above, which are normally or traditionally taken into consideration xxx in mutually agreed-upon dispute settlement procedures x x x", good labor relations certainly are enhanced by speedy resolution of a dispute. Therefore, the Employer proposal on Civil Service is recommended.

Current language on training and education, residence requirement, sick leave, bereavement leave, longevity, health insurance, hours of work and overtime, vacation, and holidays is equitable, with little or no persuasive documentation to the contrary. Recognizing that the Employer wishes to standardize its residence requirement for all employees, it seems inappropriate, unnecessary, and dysfunctional to fix that which is not broken, a description which also seems to fit the current language referred to above. Several of these are potentially significant cost items for the Employer, and recommending them seems inequitable given the substantial wage increase which is recommended.

Considering "Scope of Duties," D6, i.e., such other factors x x x, the Employer language on Physical Fitness, Medical Exam, and Drug and Alcohol Testing, are appropriate for a modern police department.

The Union proposal on termination, or duration of the contract, provides for longer - term stability, and an opportunity to begin to negotiate items deemed necessary far in advance of contract termination.

DISCUSSION: CONFORMITY TO "SCOPE OF DUTIES OF THE FACT-FINDING PANEL" [set forth on page 2]

The past collectively bargained agreement, dated December 16, 1997 to December 31, 1999, is the major point of departure for this Fact-Finding. The comparison of unresolved issues, particularly wages, as previously noted, was especially challenging because of the multi-unit bargaining stipulation by the parties. However, both external and internal comparables, in the case of the Dispatchers, and external comparables for the Sergeant and Patrolman ranks, justify the Union-proposed position on wages. All reliable information relevant to issues

before the Fact-Finding Panel were taken into consideration. "The interest and welfare of the public, and 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" were considered; there was no persuasive evidence that the City cannot finance and administer the recommended wages, and the other Union proposals recommended above. There is no question about the lawful authority of the public employer to administer and manage the recommended adjustments, and no invasion of management rights.

The stipulations of the parties, primarily the agreement for multi-unit bargaining, were recognized and dealt with.

"... Other factors (not confined to the preceding) which are normally taken into consideration in the determination of issues submitted to mutually agreed - upon dispute settlement procedures in the public service or in private employment" were considered, dealt with, explicitly based on D6 of the "Scope of Duties..."

The Fact-Finder appreciates the highly professional and courteous manner in which the advocates and the parties conducted the hearing.

[Handwritten Signature]

Fact-Finder

[Handwritten Date]

Date