

June 10, 2000

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 In the Matter of Factfinding \*  
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 Between \* SERB Case Number:  
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 Ohio Patrolmen's Benevolent \* 99-MRD-10-1202 1020  
 Association \*  
 \* Before: Harry Graham  
 \*  
 and \*  
 \*  
 The City of Warren, OH. \*  
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**APPEARANCES: For OPBA:**

Mark J. Volcheck  
 Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co.  
 1228 Euclid Ave., Suite 900  
 Cleveland, OH. 44115-1891

For The City of Warren:

Gary C. Cicero  
 Director of Human Resources  
 City of Warren  
 391 Mahoning Ave.  
 Warren, OH. 44483-4634

**INTRODUCTION:** Pursuant to the procedures of the parties a hearing was held in this matter before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record in this dispute was closed at the conclusion of the presentation of the parties in Warren, OH. on June 2, 2000.

**ISSUES:** There are four issues in dispute between the parties.

These are:

1. Compensatory time accumulation
2. TAC scheduling

3. Minimum staffing

4. Residency

#### **ISSUE 1, COMPENSATORY TIME ACCUMULATION**

**POSITION OF THE UNION:** The bargaining unit involved in this proceeding is that of Communication Coordinators (Dispatchers). Under the terms of the present Agreement members of this bargaining unit may accumulate up to 160 hours of compensatory time. This is substandard when compared to other bargaining units in City service. For instance, the other bargaining units in the Police Department, those for patrol officers and command officers, enable employees to accumulate up to 480 hours of compensatory time. A non-police bargaining unit, that represented by AFSCME Local 74, permits comp time to accumulate to 240 hours. The Union proposes the same for this group as well. No reason can exist for Dispatchers to have less comp time than other City employees. Under these circumstances the Union seeks a recommendation that its proposal be adopted in its entirety.

**POSITION OF THE EMPLOYER:** The City proposes no change in the amount of comp time that may be accumulated. It notes that under the terms of the Agreement employees have a great deal of discretion concerning when they will use their accumulated comp time. This poses a hardship for the Employer. It is difficult to schedule employees under these circumstances. Further, the dispatch function is presently short-staffed.

Schedules are in flux due to that situation. No change should be made in the amount of compensatory time that may be accumulated in light of these factors the City asserts.

**DISCUSSION:** In proceedings of this nature internal comparables are accorded great weight. It is understandable that there be a certain uniformity in benefits among various groups of employees in the service of a particular employer. Often, the Employer argues for internal consistency in such benefits as health insurance and comp time on the grounds that differing benefit levels are difficult to administer and cause morale problems. In this situation, the shoe is on the other foot. The comparable data introduced by the Union shows this group compares poorly to other groups of employees in City service. The reasons advanced by the City to continue the disparity adverse to this bargaining unit are unpersuasive. Other public employers manage comp time and the associated scheduling problems. The City manages to deal with whatever scheduling difficulties comp time may pose in other bargaining units. Officers in the Police Department currently have four times the amount of comp time available to this bargaining unit. Adoption of the Union proposal will not eliminate this disparity. It will reduce it. The proposal of the Union to increase the amount of compensatory time available to employees of this bargaining unit is

recommended.

## **ISSUE 2 TAC SCHEDULING**

**POSITION OF THE UNION:** Included within this bargaining unit is a position known as the Leads Terminal Agency Coordinator (TAC). People so-classified perform tasks different from those of a Communication Coordinator. Officials from the State of Ohio evaluate law enforcement agencies throughout the State. At one time, the communications function in Warren was poorly ranked due to difficulties involving the TAC. Changes have been made and the Department now ranks well. As part of the improvement in recent years TAC's have been taken off regularly scheduled shifts. They do not work the same shifts as do dispatcher. The Union proposes this practice be included in the Agreement. It does not represent a change from current practice. Rather, it codifies it. Thus, it should be incorporated into the Agreement the Union urges.

**POSITION OF THE EMPLOYER:** The City opposes the Union proposal. Under the current procedure it enjoys a certain degree of flexibility to schedule TAC's. This will be lost should the proposal of the Union find its way into the Agreement. The City seeks the current language remain unchanged.

**DISCUSSION:** Evidence and testimony provided at the hearing indicated the TAC function is working well. The proposal of

the Union memorializes the current situation. The following is recommended to be included in the Agreement to deal with this issue:

The TAC shall not be scheduled on the regular Communications Coordinator shift.

In order to make the Agreement slightly less cumbersome it is also recommended that the current Section 4, including the proposed addition set forth above, be moved to Section 1, to follow the paragraph relating to the Supervisor.

### **ISSUE 3, MINIMUM STAFFING**

**POSITION OF THE UNION:** The Union proposes that there be no less than twelve (12) Communications Coordinators. That number would include people functioning as TAC's. Some years ago the City hired a consultant to study staffing in the dispatch function. The consultant recommended there be fourteen (14) Dispatchers. The City increased the number to twelve (12). Some while ago a Dispatcher left the employ of the City. That person has not been replaced. Hence, the Department is operating shorthanded. In the opinion of the Union the City has not acted promptly to fill the vacancy. When it will be filled is unknown. This has resulted in considerable strain on the dispatch function. In order to rectify the present situation and prevent it from happening again, the Union urges adoption of its proposal.

**POSITION OF THE EMPLOYER:** The City is opposed to the proposal

of the Union. Staffing level is a management function. The Employer should not be locked in to a specific number of people in any job classification. The City is of the view that no specific number of people be required in this bargaining unit.

**DISCUSSION:** The City is correct. Minimum staffing clauses are uncommon. They tie the hands of management in managing the operation. They are susceptible to obsolescence quickly. The proposal of the Union is not recommended.

#### **ISSUE 4, RESIDENCY**

**POSITION OF THE UNION:** Presently employees of the City are required to live within its boundaries. This works a hardship on bargaining unit members the Union contends. In fact, some City employees have been exempted from this requirement. They have been grandfathered. No problems have arisen with performance of their duties. There is no cogent reason to require employees to live within the confines of the City in the opinion of the Union. It seeks language providing that bargaining unit members not be required to live any specific geographical area.

**POSITION OF THE EMPLOYER:** The City strenuously opposes the Union proposal on this matter. The residency requirement is of longstanding. It applies to all City employees, bargaining unit and managerial alike. Were the Union to prevail on this

matter members of this bargaining unit would be the only people in City service exempted from the residency requirement. Internal comparability favors its position on this issue. Hence, no change should be made in the residency requirement in the City's view.

**DISCUSSION:** Internal comparability supports the position of the City unreservedly. That is a strong point in favor of the City on this issue. Further, with the exception of grandfathered employees, those in City service were aware of the requirement to live within the City when they accepted employment. Under the circumstances there is no compelling rationale to recommend the proposal of the Union on this matter. It is not recommended to the parties.

#### **SUMMARY OF RECOMMENDATIONS**

**ISSUE 1, COMPENSATORY TIME ACCUMULATION:** The proposal of the Union is recommended. Compensatory time should be increased to 240 hours.

**ISSUE 2, TAC SCHEDULING:** Add the following language to the Agreement: "The TAC shall not be scheduled on a regular Communications Coordinator shift."

**ISSUE 3, MINIMUM STAFFING:** The proposal of the Union is not recommended.

**ISSUE 4, RESIDENCY:** The proposal of the Union is not recommended.

Signed and dated this 8<sup>th</sup> day of June, 2000 at Solon, OH.

  
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Harry Graham  
Factfinder