

STATE EMPLOYMENT RELATIONS BOARD

99-MED-10-1057 (DISPATCHERS)

99-MED-10-1058 (SERGEANTS)

99-MED-10-1059 (PATROLMEN)

OHIO PATROLMEN'S)
BENEVOLENT ASSOCIATION) FACT-FINDING REPORT
)
-and-)
) STANLEY B. WIENER
) FACT FINDER
CITY OF MENTOR-ON-THE LAKE) MARCH 8, 2000
)

A fact finding hearing was held before Fact Finder, STANLEY B. WIENER on January 25, 2000 at the Mentor-On-The-Lake City Hall, 5860 Andrews Road, Mentor-On-The-Lake, Ohio 44060.

Representing the Ohio Patrolmen's Benevolent Association ("Union") was JEFFREY D. PERRY, Business Agent. Appearing on behalf of the Dispatchers was LINDA BUNNER. Appearing on behalf of the Patrol Officers was JOHN FORSYTHE.

Representing the City of Mentor-On-The-Lake ("City") was TOM GRABARCZYK, Consultant, Labor Relations Management, Inc. Also appearing on behalf of the City was KIP L. MELENAAR, Director of Administration and Finance.

I. PAST NEGOTIATIONS - MEDIATION

The parties met four (4) times prior to the hearing. The three units met jointly with the City. The last contract for each unit expired December 31, 1999.

Mediation was attempted prior to the hearing, but was unsuccessful. However, several issues at impasse were resolved during the hearing. The issues are identified below:

- A. Probationary Period - Article 10. No change.
- B. Article 21. "Bereavement Leave". The union accepted Ordinance 98-0-22 passed on 12-8-98, replacing the existing bereavement clauses.
- C. The Union proposal for mileage expense was accepted by the City. Article 36, Section 4 (Dispatchers) Article 37, Section 4 (Sergeants, Police Officers).

- D. Training - Dispatchers, Article 28, Patrol Officers and Sergeants, Article 29. The City's proposal that the current program set out in Section 3 which adds compensation to the base for employees who obtain specified degrees be maintained with an increase of five cents (\$.05) for each level was agreed upon.

II. ISSUES AT IMPASSE

- A. LAYOFF AND RECALL
- B. OVERTIME
- C. COMPENSATORY TIME
- D. MILITARY LEAVE - (NATIONAL GUARD SERVICE)
- E. VACATIONS
- F. RANGE TIME - BONUS
- G. UNIFORM ALLOWANCE
- H. HOSPITALIZATION
- I. TEXT BOOKS
- J. HOLIDAY PAY - DISPATCHERS
- K. WAGES

III. POSITIONS, FINDINGS AND RECOMMENDATIONS

As Fact Finder I am required to take into consideration the factors set forth in Ohio Revised Code, Section 4117.14 (G) (7) (a) through (7) (f). I have done this for all of the issues discussed below. I also wish to acknowledge the extensive preparation and assistance of the parties including the numerous exhibits of comparable jurisdictions submitted by them.

A. LAYOFF AND RECALL

UNION: For Patrol Officers the Union proposes the following:

"All part-time employees in this classification shall be laid off prior to any full-timers."

With respect to the Dispatchers the Union proposes as follows:

"In the event that a layoff becomes necessary due to a lack of funds or lack of work, dispatchers will be laid off in order of inverse seniority. If there are any part-time dispatchers employed at the time a full-time dispatcher is laid-off, said full-timer may bump the part-timer.

"When working as a part-timer, said employee will be placed at the highest rate of pay for part-time Dispatchers.

They will receive only those benefits which are granted to the other part-timers via the City ordinances."

Full-time employees should retain their jobs if at all possible. It would be unfair to lay off a full-time employee prior to a part-timer.

CITY: It has a contract with part-time police officers, who are represented by this Union. It historically has utilized both part-time and full-time employees. Part-timers are scheduled as part of the City's normal operations.

The part-time dispatchers are not represented by the Union. The City makes the following proposal for the full-time dispatchers to be added to the Dispatcher's contract as a new third paragraph to Article 11, Section 2:

"In the event part-time employees are continued to be utilized providing Dispatcher services, full-time employees affected by layoff shall be entitled to be retained in a part-time capacity."

FINDINGS: The part-time Patrol Officers are certified, represented by the Union, and have a contract with the City which does not expire until June 24, 2001.

As discussed in my Fact Finding Report in 1996, I am of the opinion that I cannot make a recommendation that would affect the part-time Patrol Officers. Neither they nor their contract is before me in this matter.

The part-time Dispatchers do not have a written contract and are not represented.

I find that the City proposal for the Dispatchers is reasonable under the circumstances, and gives some assurance to the full-time Dispatchers.

RECOMMENDATION: As to the Patrol Officers I recommend no change in the layoff and recall provisions.

As to the Dispatchers I would add the following provision as a new third (3rd) paragraph to Article 11, Section 2:

"In the event part-time employees are continued to be utilized providing Dispatcher service, full-time employees affected by layoff shall be entitled to be retained in a part-time capacity."

B. OVERTIME

UNION: The present contracts for Patrol Officers and Sergeants define overtime as time actually worked in excess of eighty-six (86) hours in a fourteen (14) day work period and paid at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate. The Union proposes the language that is used in the Dispatcher contract to the effect that overtime is defined as time actually worked in excess of forty (40) hours per week.

Almost every hourly employee gets paid overtime after working forty (40) hours in a week.

CITY: Proposes that overtime be paid for all hours worked in excess of eighty (80) hours in a fourteen (14) day period.

FINDING: I find that the City proposal is a reasonable improvement.

RECOMMENDATION: Article 15, Section 1 of the Patrol Officers and Sergeant's contracts is amended to read as follows:

SECTION 1. "Overtime is defined as time actually worked in excess of eighty (80) hours in a fourteen (14) day work period, and will be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate. Time paid for holidays, vacations, bereavement or sick leave as a result of a work related injury shall be considered time worked for the purpose of this section."

C. COMPENSATORY TIME

UNION: Article 15, Section 3 of the present contract provides as follows:

SECTION 3. "The employee may elect to receive compensatory time off in lieu of overtime pay and must select the method of payment prior to the end of the pay period. Employees may accumulate compensatory time to a maximum of forty-eight (48) hours. Any overtime worked in excess of the forty-eight (48) hour maximum shall be paid."

Most cities in Lake County offer substantially more compensatory time than the City. The Union proposes that compensatory time be increased to sixty (60) hours.

CITY: Compensatory time should be eliminated. It would rather pay the premium time when earned. It has proposed a package to replace compensatory time.

FINDINGS: Compensatory time appears to be the norm. The City is fairly low on the number of hours as compared to neighboring communities:

RECOMMENDATION: Effective January 1, 2001, compensatory time is to be increased to a maximum of sixty (60) hours.

D. MILITARY LEAVE

UNION: Proposes the following new Section 2 in Article 19:

SECTION 2. "An employee, having completed his probationary period, entering the National Guard, shall be paid for all hours worked in the National Guard, by the City, at the appropriate rate of pay. The City shall only be obligated to pay any employee up to a maximum of thirty-four (34) days in any calendar year."

Many cities in the area have similar language. Such patriotic endeavor should be rewarded.

CITY: The projected cost for the one employee serving in the National Guard is approximately Eight Thousand and 00/100 Dollars (\$8,000.00) per year.

FINDING: The police unit is small, two (2) Sergeants and approximately six (6) Police Officers. The cost of the Union proposal is excessive. Both the City and the Union can make better use of the funds for all of the Union employees.

RECOMMENDATION: That the Union proposal for new Section 2, Article 19 be rejected.

E. VACATION

UNION: The present schedule calls for a maximum of four (4) weeks after ten (10) years of service. The Union requests a fifth (5th) week of vacation after fifteen (15) years of service.

Mentor-On-The Lake is the only city in Lake County that does not give a fifth (5th) week of vacation. Cities, according to the comparable jurisdictions presented by the Union, average five (5) weeks of vacation after 16.8 years of seniority. The Union further

requests that the current language regarding requests for vacations not be changed.

CITY: The City proposes a fifth (5th) week of vacation after twenty (20) years of service provided the Union agrees to the elimination of compensatory time. The City further proposes changes in the scheduling of vacation to be added to Section 6 of Article 22:

"Vacation shall be awarded by seniority with the first (1st) round allowing for the selection of two (2) weeks only. The second (2nd) round of requested vacation weeks can be made for the balance of any time remaining.

Vacation leave shall be taken in one (1) week increments only."

The list of comparables furnished by the City (populations of 6,500 to 10,500) reflect a fifth (5th) week of vacation after a little more than twenty-one (21) years of service.

FINDING: Except for the missing fifth (5th) week the City vacation schedule compares favorably with both lists of comparable jurisdictions. I find merit in the Union's contention that there have been no problems with the current language regarding scheduling.

RECOMMENDATION: Add to Article 22, Section 1, the following:

"More than eighteen (18) years of service...7.7 hours for each eighty (80) hours in active pay status."

I further recommend no change in Section 6.

F. RANGE TIME AND BONUS

UNION: The Union proposes the following additional language to Article 24, Section 3 of the Patrol Officer and Sergeant contracts:

"The employer shall pay a minimum of three (3) hours wages for range time. Such payment shall be paid at the employees normal straight-time hourly rate. Each officer that qualifies shall receive an annual firearms bonus of Two Hundred and 00/100 Dollars (\$200.00)."

The first two (2) sentences above are similar to the language in the part-time Police Officers contract. (Article 23, Section

4). The first two (2) sentences comply with past practice. One-half (1/2) of the cities in Lake County grant a firearms bonus.

CITY: Range time has been handled in the past, the same as court time. It is not opposed to granting range time scheduled on an employee's off day or outside an employee's scheduled work day, not contiguous to the employee's shift. The City should have the right to control range practice time. It is opposed to the firearms bonus. The City proposed contract changes to include range time.

FINDING: There is a dispute as to how range time was handled in the past. Language should be put into the contract. The City's proposal seems reasonable, and I have used it in my recommendation with but slight changes.

RECOMMENDATION: Article 24, Sections 1 and 2 are amended to read in their entirety as follows:

SECTION 1. "A minimum of three (3) hours pay shall be paid to an employee who on his scheduled day off is required or permitted to appear for range attendance or is required to appear before a court or administrative agency as a result of his actions on behalf of the City of Mentor-On-The-Lake.

Such payment shall be subject to the overtime provisions of this Agreement."

SECTION 2. "An employee required or permitted to appear for range attendance or required to appear before a court or administrative agency, or called in to work on a scheduled work day shall receive a minimum of three (3) hours pay at the employee's straight-time rate in those instances where such hours are not contiguous to the employee's shift. The Employer reserves the right to schedule range time within an employee's normal work day without a premium or as scheduled overtime for hours contiguous to an employee's shift."

I do not recommend the firearms bonus.

G. UNIFORM ALLOWANCE

UNION: The Union proposes an annual increase of Fifty and 00/100 Dollars (\$50.00) per year. The current uniform allowances are Six Hundred Forty and 00/100 Dollars (\$640.00) for Sergeants; Five Hundred Ninety and 00/100 Dollars (\$590.00) for Patrol Officers; and is Three Hundred Sixty-five and 00/100 Dollars (\$365.00) for Dispatchers. Mentor-On-The-Lake is below any city in

Lake County with respect to uniform allowance. Union Police pay the same for uniforms as police of the other cities. Annual increases of Fifty and 00/100 Dollars (\$50.00) will still keep the Union at the bottom of comparable cities.

CITY: Proposes a Twenty-five and 00/100 Dollar (\$25.00) increase for the duration of the three (3) year contract.

FINDING: The City's proposal would provide a uniform allowance by the end of the next three (3) year contract as follows: Dispatcher, Three Hundred Ninety and 00/100 Dollars (\$390.00); Patrol Officers, Six Hundred Fifteen and 00/100 Dollars (\$615.00); Sergeants, Six Hundred Sixty-five and 00/100 Dollars (\$665.00). Thus at the end of the contract the allowances would be less than the current allowances in comparable cities. I therefore find the City proposal unrealistic.

RECOMMENDATION: Uniform allowance increases as follows: For the year 2000 an increase of Twenty-five and 00/100 Dollars (\$25.00). For the year 2001, an additional increase of Twenty-Five and 00/100 Dollars (\$25.00). For the year 2002 an additional increase of Thirty and 00/100 Dollars (\$30.00).

H. HOSPITALIZATION

UNION: The Union proposes an increase in the present dental (orthodontics) and vision benefits. The insurance sales representative led the Union to believe that the then current coverage would be maintained. With respect to dental and vision benefits, this is not so.

CITY: The City is strongly opposed to setting different levels of benefits for the Union. In order to obtain reasonable quotes for decent coverage for their thirty (30) employees it is essential that all the employees be included in one policy. Six (6) or seven(7) years ago the contract had placed a cap on the City's contribution. This cap was removed, and the parties agreed to the current language. The new policy with Qual Choice does provide some orthodontics and vision benefits. There is no contribution of cost of the policy for the employees except for a small contribution for the family plan dental coverage.

FINDING: It would appear that the City has met its obligation to provide adequate health insurance coverage for all its employees, including the Union members. With only thirty (30) employees the City has its problems in obtaining suitable coverage at a reasonable cost. It would be unreasonable to attempt to obtain different coverage for the Union.

RECOMMENDATION: I recommend no change in Article 26, Section 1.

I. TEXT BOOKS

UNION: The Union proposes the following to be added to Article 29, Section 2:

"The City shall reimburse employees for the cost of any books that were purchased for any course that could lead to a degree listed in Section 3."

Many cities in the area pay all or part of tuition for the employee. Mentor-On-The-Lake does not. It is only right it should pay for textbooks.

CITY: The increase in the hourly wage rates for obtaining degrees should be adequate incentive.

FINDING: I agree with the City in that the employee has sufficient monetary initiative to obtain advance degrees.

RECOMMENDATION: The Union proposal for textbook reimbursement is rejected. No change to Article 29, Section 2.

J. HOLIDAY PAY - DISPATCHER

UNION: The Union proposes that the Dispatcher be compensated at time and one-half for working on five (5) of the major holidays.

CITY: Opposed to changing Dispatcher's contract.

FINDING: This issue was raised at the last contract hearing. There was no discussion during the past hearing.

RECOMMENDATION: No change in Article 23 of the Dispatcher's contract.

K. WAGES

UNION: Sergeants and Patrol Officers. The Union proposes three (3) annual increases of four and one-fourth percent (4-1/4%), commencing January 1, 2000. In addition there should be adopted a "senior employee" step. This step would be three and one-half percent (3-1/2%) over the top pay starting at an employee's fifteenth (15th) year of service.

Dispatchers - The Union proposes three (3) wage increases of six percent (6%) per year, commencing January 1, 2000, and a "senior employee" step. This step would be three and one-half percent (3-1/2%) over the top pay starting at fifteen (15) years of service.

Compared to similar cities in Lake County such as Willoughby, Willowick, Mentor, Wickliffe, Eastlake, Painesville and Willoughby Hills, the City's wages for Patrol Officers is at the bottom, and substantially below the average. Sergeants wages also compare very unfavorably with the above comparable cities. 1999 wages for Senior Patrol Officers were Forty-One Thousand and 00/100 Dollars (\$41,000.00), and for Sergeants, Forty-six Thousand Three Hundred Sixty-three and 00/100 Dollars (\$46,363.00).

Dispatchers currently earn Twenty-seven Thousand Six Hundred Sixty-four and 00/100 Dollars (\$27,664.00). In comparable cities the average is Thirty Thousand Seven Hundred and 00/100 Dollars (\$30,700.00). The average without Mentor-On-The-Lake is approximately Thirty-One Thousand and 00/100 Dollars (\$31,000.00).

CITY: The City proposes increases of three percent (3%) per year for Sergeants and Patrol Officers. For Dispatchers the City offers four percent (4%) increase the first year and three percent (3%) increases for each of the following two (2) years.

The City is opposed to the three and one-half percent (3-1/2%) senior employee step at fifteen (15) years of service. To the City, this is an attempt to reinstate a longevity program which program was negotiated out of prior contracts by adding the maximum amount of longevity into the base.

The Lake County cities listed by the Union are not comparable to Mentor-On-The-Lake. They have more people; (Willoughby, 20,000; Mentor, 47,000; Willowick, 15,000; Eastlake, 21,000; Painesville, 15,000; and Wickliffe, 17,500). Mentor-On-The-Lake has approximately 8,200 people.

In addition the cities listed by the Union have substantial industrial and commercial business, while the City is a true bedroom community.

A more reasonable list of comparable cities should be those with comparable populations, 6,500 to 10,500. Based on this list, the City's Patrol Officers and Sergeants are ranked slightly above the middle, and the Dispatchers are slightly below the middle.

The increases in the area are generally three and one-half percent (3-1/2%). The City paid four and one-fourth percent (4-

1/4%) per year for 1997, 1998 and 1999. These raises exceed the Ohio average.

FINDING: In 1993 the then longevity was rolled into the wage rates.

The list of comparable cities submitted by the Union put the City wage scale at the bottom. The comparables submitted by the City put its wage scale near the middle or slightly higher. This puts the Fact Finder in a bit of a quandary. I do know however, that the City, in the past few years, has done its best. Several years ago it initiated and passed a safety force levy. This enabled it to increase wages at four and one-fourth percent (4-1/4)% per year for the past three (3) years.

RECOMMENDATION: For Patrol Officers and Sergeants I recommend an increase of Three and one-half percent (3-1/2%), effective January 1, 2000; an additional increase of three and one-half percent (3-1/2%), effective January 1, 2001; and an additional increase of four percent (4%), effective January 1, 2002.

For the Dispatchers I recommend an increase of four and one-half percent (4-1/2%) effective January 1, 2000; an additional increase of four percent (4%) effective January 1, 2001, and an additional increase of four and one-half percent (4-1/2%), effective January 1, 2002.

I do not recommend the granting of an additional Three and one-half percent (3-1/2%) increase at fifteen (15) years of service.

Respectfully submitted,

Dated: March 8, 2000

Stanley B. Wiener
STANLEY B. WIENER
Fact Finder

SERVICE

True copies of the foregoing Report were sent this 8th day of March, 2000, to each of the following by Federal Express:

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Stanley B. Wiener, Fact Finder