

Received on observance of holiday.  
Processed next business day.

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

**CITY OF WILLOWICK  
EMPLOYER**

and

**FRATERNAL ORDER OF POLICE, LODGE 116  
(FULL TIME DISPATCHERS)  
EMPLOYEE ORGANIZATION**

CASE NO. 2015-MED-09-0800

**CONCILIATOR'S AWARD**

**CONCILIATOR:**

Philip H. Sheridan, Jr.  
Attorney at Law  
915 South High Street  
Columbus, Ohio 43206  
(614) 445-0733  
[philsheridan@ameritech.net](mailto:philsheridan@ameritech.net)

**FOR THE UNION:**

Robert M. Phillips, Esq.  
Faulkner, Hoffman & Phillips, LLC  
20445 Emerald Parkway Drive, Ste. 210  
Cleveland OH 44131  
[Phillips@fhplaw.com](mailto:Phillips@fhplaw.com)

**FOR THE CITY:**

Tom Grabarczyk, Esq., Consultant  
Labor Relations Management, Inc.  
6800 W. Central, Ste. L-2  
Toledo OH 42617  
[tomlrn@buckeye-express.com](mailto:tomlrn@buckeye-express.com)

**CONCILIATION AWARD**

**STATEMENT OF CASE:** The parties, the City of Willowick, represented by Tom Grabarczyk, Esq., Consultant, and the bargaining unit, including all full-time employees in the classification of dispatcher (eight members), represented by Robert M. Phillips, Esq., representing the Fraternal Order of Police, Lodge 116, have entered into negotiations for a contract between the parties to take effect January 1, 2016, and to expire December 31, 2018.

The parties have engaged in previous contract negotiations that have resulted in agreements. The parties attached a copy of the expired collective bargaining agreement.

The parties met and bargained in good faith, and were able to agree on all but five issues of the contract. The parties submitted the issues to fact-finding on September 15, 2016, which led to a fact-finding and recommendation September 29, 2016, which was rejected. I was chosen to serve as conciliator and issue a binding conciliation award pursuant to R.C. 4117.14(G) and Admin R 4117-9-06(E). The parties provided me with their positions more than five days before the hearing as required.

The parties then outlined their position on the remaining three issues after the bargaining unit withdrew two of its proposals: Article 13, Wages, Section 13.01; Emergency Medical Dispatch Premium, Section 13.06; and Article 14, Health Insurance, Section 14.03, Employee contribution.

The meeting was convened at 12:15 p.m. December 15, 2016 at the Willowick Administration Building. In addition to Mr. Grabarczyk, Richard Regovich, Mayor, and Cheryl Benedict, Finance Director, appeared on behalf of the city. In addition to Mr. Phillips, Angela Trend, dispatcher, Brian Turner, police lieutenant, and Bryan Kravos, FOP representative, appeared on behalf of the bargaining unit. The matter was submitted upon statements and arguments presented to the conciliator.

According to the provisions of R.C. Chapter 4117, the parties provided me with the fact-finding award, a copy of the expired current contract, the issues which have been resolved, the unresolved issues, and each party's final offer on the unresolved issues.

In issuing this conciliation report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G) (7) (a)-(f).

**Article 13 – Wages, Section 13.01.**

The issue for determination is the amount of increase in wages.

**THE CITY'S POSITION:**

The city's last best offer is that wages be increased by 1% in 2016, 1% in 2017, and 1% in 2018. The last best offer is less than the fact finder's recommendation. The city points to the national economy, the state's reduction in local government funds and repeal of the estate tax, local problems, a lack of an industrial base in the city, private sector wages, lower wage increases to public safety units in surrounding municipalities and counties, reduced city revenues, lower increases for its service union, non-union and management employees of the city, and serious concern for the continuous reduction of the city's carryover balance, now at its lowest total in 22 years, which will be exacerbated by the increases proposed by the fact finder and adopted by the bargaining unit.

**THE FOP LODGE 116 POSITION:**

The bargaining unit's last best offer is that wages be increased by 2 % in 2016, 2% in 2017, and 1% in 2018. The bargaining unit has adopted the fact finder's recommendation. The police officers and supervisor's units have received the 2%, 2% and 1% raises recommended by their fact finder and confirmed in conciliation. The bargaining unit highlights comparables that it argues show that this bargaining unit falls below the average of the surrounding communities in the amount it pays its dispatchers, despite the significant extra duties that this bargaining unit performs. It

argues the city's ability to pay, voted millage not currently collected, and its cash carryover balance and asserts that the bargaining unit's proposal is reasonable under the circumstances. The bargaining unit also argues that I should give great deference to the fact finding in this case, as well as in the officer and supervisor fact finding and conciliation award, in making my award.

### **AWARD**

I have independently examined all of the information provided to me concerning this issue. The difference between the parties' positions is about \$13,000 spread over the two years remaining on the contract. I award the last best offer of the bargaining unit, and adopt by reference the bargaining unit's proposed language for Article 13, Wages, Section 13.01.

The fact finder's analysis and conclusions seem reasonable to me, and although either the city's or the bargaining unit's proposals appear appropriate, I believe that deference to the fact finding has several beneficial elements. The city has not overcome the fact finder's analysis or his reliance on the reasoning of the fact finder for the police officer and supervisor fact finding, and conciliation, sufficient to persuade me to depart from them. The expired contract included increases of 2% in each of the three years of that agreement. The 3% reduction over the previous contract proposed by the city did not persuade the fact finders or conciliator compared to the bargaining unit's proposed 1% decrease.

This is especially pertinent when I consider internal comparables and see that the two other police units have received the amount recommended by the fact finder in this negotiation. The award is retroactive to January 1, 2016, which is consistent with the parties' agreement, and the way in which the last contract between the parties was negotiated and concluded. The agreed upon increases in the bargaining unit's payment toward health insurance resulted in a small decrease in total compensation as well.

**ARTICLE 13-Emergency Medical Dispatch training premium, Section 13.06**

The issue for determination is whether the existing premium pay for successful completion of the Emergency Medical Dispatch training every two years shall be increased from \$500 annually to \$750 annually, effective January 1, 2017 (from .24 cents per hour to .36 cents per hour).

**THE CITY'S POSITION:**

The city opposes the increase for the same financial reasons that it presented concerning the wage increases, and the city points out that only one other comparable jurisdiction provides the EMD premium to its employees at a rate of \$300 annually. The increase amounts to an additional ½% increase to the top wage rate, and thus is not consistent with the increases provided to the police officers and supervisors.

**THE FOP LODGE 116 POSITION:**

The bargaining unit proposes adoption of the fact finder's award of a \$250 increase in the EMD premium because of increased duties necessitated by protocol changes since 2013 that require dispatchers to have additional medical training in order to provide directions to 911 callers concerning first aid to be provided between the time of the initial call for help and the arrival of EMS personnel.

The bargaining unit also argues that these dispatchers should receive the increase because of the unique duties they perform in addition to traditional dispatch requirements. The bargaining unit provides receptionist duties at the jail, secretarial duties, surveillance of the jail, matron duties including searching all female prisoners as a part of intake into the jail, computer entry of warrants, and other duties concerning traffic and parking citations.

**AWARD**

I have independently examined all of the information provided to me concerning this issue. The difference between the parties' positions is about \$7,000.00 spread over the two years remaining on the contract. The EMD premium has been provided since 2007. I award the last best offer of the city, which is that the EMD premium should remain at .24 cents per hour.

Ninety-six cents per work day is the amount in issue. I discount the testimony concerning the substantial extra duties performed by the dispatchers because I have no base line as to when these duties were assigned and although they prove the value of the dispatchers to the city's operations, they have no apparent connection to a premium designated for successful completion of training for dispatching. The fact finder provided no rationale for cutting the bargaining unit's proposal in half, but increasing the premium. The evidence concerning increased medical knowledge and training needed to comply with the changed protocols for dispatching do not support an increase in compensation of 1.5% over the term of the agreement. Such an increase should be an agreed-upon bargain.

**ARTICLE 14– Health Insurance, Section 14.03**

The issue for determination is the amount the bargaining unit members will contribute to the cost of health insurance.

**AWARD**

Both the city and the bargaining unit adopted the fact finder's determination that the bargaining unit members shall contribute 10% in 2016, 11% in 2017 and 12% in 2018.

**CONCLUSION**

The parties provided substantial information in a courteous and professional manner for my consideration. In addition to the awards above, I hereby include all unopened articles in the successor agreement, and any tentative agreements reached by the parties. The effective beginning

date of the agreement is January 1, 2016. The parties shall take the actions necessary to implement the agreement.

Respectfully submitted,

//s//Philip H. Sheridan, Jr.  
PHILIP H. SHERIDAN, JR.

December 26, 2016

CERTIFICATE OF SERVICE

I hereby certify that I emailed a copy of this Conciliation Award to the parties' representatives at the email addresses listed on the cover page to this award, and to the State Employment Relations Board, by email at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us) this 26<sup>th</sup> day of December, 2016.

PHILIP H. SHERIDAN, JR.