

TWO STIPULATED CONTRACT CLAUSES

1. The parties stipulated that the effective date of this Collective Bargaining Agreement (hereafter "CBA") shall be January 1, 1998.

2. The parties stipulated that in Article 37 "Shift Preference" a new Section 37.3 be included in this contract:

Section 37.3 Should an anticipated specialized assignment occur that would be performed primarily outside the general duties of the radio dispatchers or records clerks, the new assignment shall be posted for two weeks and the position shall be awarded to the most qualified applicant.

ISSUE NO. 1 ARTICLE 12 LAY OFF AND RECALL

The union and the fact-finder had recommended that no change be made in this article in the present CBA (January 1, 1997 to December 31, 1997).

The city, however, argued that "lack of work or lack of funds" for a reason for lay-off should except the Police Levy Fund.

One-half of the unit is paid by the General Fund and the other half by a Police Levy Fund funded by a separate tax of the citizens (a 1/4% income tax).

This Fund is less susceptible to running out than the General Fund. A dilemma is created where there are funds (levy money) for less senior employees than perhaps more senior employees under the general fund.

Agreements regarding this fund exist with another union representing the patrolmen.

There is also the proposal by the city that Section 12.9 that prohibits other employees of the city or contracted workers from working within the Bargaining Units classification be deleted.

Policemen do also work as dispatchers or radio persons. The question arises whether in the event of a lay-off, Section 12.9 would change this. At this time, however, I do not feel this clause should be deleted.

CONCLUSION

The preservation of a seniority system within the bargaining unit is reasonable and well in accord with the past practice of this city. A separate contract was made with the Policemen's Union and could be conceivably worked out in a similar fashion with this union. There is no evidence of imminent lack of funds in the general fund.

RESOLUTION (1)

The new CBA Article 12 Layoff and Recall shall retain the present language of the CBA.

ISSUE NO. 2 ARTICLE 13 HOURS OF WORK AND OVERTIME COMPENSATION

The union seeks a one hour lunch break and the City seeks the status quo of a one-half hour lunch period.

The union argued that their members have a stress related job and the longer break will relieve the stress and increase productivity.

There is no lunch room available in the Lorain Police Department. Thus, the telecommunications do not at present have the opportunity to leave and get outside.

Two of the eighteen members get an hour lunch break now.

The city considers this the equivalent of a 12 1/2% raise and argues that this whittles man power and will cost revenues if more man power is needed due the lunch breaks.

Fifty percent of the office workers for the city, however, get a full hour break.

The fact-finder found in favor of the union's position.

No evidence at this hearing supports a different outcome. Hence, I am awarding a change in 13.1 to change the one-half to a full hour lunch break.

RESOLUTION (2)

Section 13.1 Hours of Work and Overtime Compensation shall be changed and the paid lunch period shall be one hour.

ISSUE NO. 3 TRAINING TIME

Section 15.3 indicates that employees who perform training of the employees receive .8 hours compensatory time for each eight (8) hour day. A four (4) hour compensation step is issued after five (5) training days.

The union seeks to double this to equal the police training officer's language.

The city argues that police field training is quite different from the training given by this unit's members.

The fact-finder recommended no change. I heard no evidence to differ with the fact-finder.

RESOLUTION 3

Section 15.3 relating to compensatory time allowances for training other employees shall remain the same.

ISSUE NO. 4 INSURANCE COVERAGE

The parties were in agreement that medical insurance would be continued.

There were, however, three disputed clauses.

1. The union seeks dental coverage and the City relies on its Flex account medical program.
2. The union wants to continue life insurance for retirees while the city wants to eliminate it.
3. The union wants a (\$500.00) Five Hundred Dollar flex account to offset the cost of the medical insurance which must be used or lost yearly.

The fact-finder found for the union on the dental issue. He found for the city on the insurance issue. He recommended a flex entitlement of (\$450.00) Four Hundred Fifty Dollars instead of the Five Hundred Dollars (\$500.00) sought in the conciliation.

Though the union made persuasive argument for the inclusion of the dental coverage, it was not as persuasive when it came to the insurance for retirees or the \$500.00 flex entitlement.

The argument for the dental coverage included the small size of the unit and the modest cost to fund a dental program. In response to the city's concern that to agree to dental coverage would establish a pattern city wide, the union pointed out that their unit had made more concessions in the past when the city was in financial difficulties. The fact-finder had agreed with the union and I agree with him.

I also agree on the life insurance finding of the fact-finder.

With respect to the entitlement, the union has sought more than the fact-finder recommended. The evidence did not support such an increase.

Since I must choose one position or the other, for this clause, I am choosing the city's position.

RESOLUTION 4. INSURANCE COVERAGE ARTICLE 20

Section 20.1 shall include "dental" coverage.

Section 20.2 shall have no provision for life insurance coverage for retirees.

Section 20.4 shall be:

"Effective January 1, 1997, the employee shall be entitled to a flex account to offset the cost of the medical insurance which must be used or lost yearly. The amount of said account is determined on a yearly basis. See Schedule of Benefits.

The parties are in agreement as to the other contract provisions of the insurance coverage portion of the CBA.

ISSUE 5 CLOTHING/MAINTENANCE

The union had initially proposed a \$500.00 clothing allowance. At the conciliation hearing it reduced this to a \$450.00 clothing allowance.

In 1997 the allowance had been raised from \$300.00 to \$400.00 per year.

The uniforms for this unit are fairly simple indoor clothing.

The fact-finder found for the status quo and I agree with him.

RESOLUTION 5 CLOTHING/MAINTENANCE

Allowance Article 21.

This provision shall remain unchanged.

The annual uniform allowance shall stay at \$400.00 per employee, per year.

ISSUE 6 SHIFT DIFFERENTIAL ARTICLE 26

The present CBA contains a shift differential of thirty cents (\$.30) per hour for second shift and thirty-five cents (\$.35) for night shift.

The city wants to maintain the status quo. The fact-finder agreed with the city on this issue.

The union lowered its proffer from a ten cent (\$.10) increase to a five cent (\$.05) increase for each shift differential. The union seeks the same rate as the police get.

Policemen,, incidently may also work as dispatchers in this city.

The cost of this increase is modest and affordable. Hence, I shall resolve for the five cent (\$.05) differential increase.

RESOLUTION 6 SHIFT DIFFERENTIAL ARTICLE 26

The second shift differential shall be thirty-five cents (\$.35) per hour and the third shift (night shift) shall be forty cents (\$.40) per hour.

ISSUE 7 WAGES ARTICLE 27

The city proposed a \$500.00 signing bonus for members employed on April 15, 1998. This was later changed to employees employed on January 1, 1998. A 2% increase on base pay for 1999 and a 3% increase for 2000.

The union seeks 4% increases for each of the three years of the new CBA.

The union also sought for a new increase by adding another step. The union raised this at the conciliation hearing and not in the statutorily required written submission. Consequently, there shall be no recommended changes for a new step.

The city showed that it is facing serious financial difficulties due the well reported partial closing of the Ford Motor Company's Lorain Plant. The unit had received a 6% raise in 1997 as well as a longevity increase and an increase in the uniform allowance.

The fact-finder had found for a 2% increase for 1998, 3% for 1999 and 4% for 2000.

Neither party proposed the fact-finder recommendation in this conciliation. Thus, the conciliation must choose between the two wage proposals before it.

In view of the 1997 6% pay increase, and the well documented economic problems confronting the City of Lorain, I shall resolve the wage issue in the City's favor. The union, however, has prevailed on the dental, shift differential and lunch period issues. Issues that can cost revenues.

RESOLUTION 7 WAGES ARTICLE 27

The wages for this until shall be:

Section 27.1 Effective January 1, 1998, 1999 and 2000 each member of the bargaining unit shall be paid a base rate as follows:

For bargaining unit members employed on January 1, 1998, a \$500.00 signing bonus.

Effective January 1, 1999 a 2% increase in base pay.

Effective January 1, 2000 a 3% increase in base pay.

ISSUE 8 SHIFT PREFERENCES ARTICLE 37

The present CBA contains shift preferences on the basis of department seniority within the employee's classification. When vacancies occur, the shift shall be offered to the most senior employee subject to operational needs.

The union sought to add to the present Articles 37.1 and 37.2 the following proposal that in the first week of December, the bargaining unit can bid out all jobs except for supervisor position.

The city and the fact-finder held for the status quo and against a new 37.3.

I agree with the fact-finder. The potential infringement on management rights was well explained by the city.

A compromise was reached in a stipulated 37.3 which is referred to earlier in this report.

RECOMMENDATION 8 SHIFT PREFERENCE

Article 37.1 and 37.2 shall remain unchanged.

A new Article 37.3 shall be added and is found as a "stipulated clause" earlier in this report.

ISSUE 9 EDUCATIONAL REIMBURSEMENT (NEW ARTICLE)

The union proposed an extensive educational reimbursement article. Tuition costs were capped at \$20,000.00 per year.

Upon completion of Associate Degree programs, the bargaining unit employee shall receive \$90.00 per month and \$120.00 per month for a bachelor's degree in a Criminal Justice/crime related field.

The fields of study included eight fields including foreign language, secretarial/word processing, communications, behavioral science/psychology and four fields of criminal justice and police areas of study.

The union argued that the city would benefit by bilingual dispatchers and dispatchers better versed in matters of criminal justice.

The city did not feel it needed to train its workers for another career or a part-time job. It pointed out that if its employees needed training, it would pay for same.

The fact-finder reviewed CBA's for comparable work and the economic impact of this proposal in recommending against such an article in the new CBA.

I agree with the fact-finder on this issue.

RESOLUTION 9

There shall be no new article for educational reimbursement.

ISSUE 10 ALCOHOL AND DRUG TESTING POLICY

Both parties agree to an alcohol and drug testing policy.

This agreement took place even though the fact-finder had recommended that the CBA not contain a Drug Testing Article.

The only dispute before this conciliator is in the amount of the alcohol level.

The city would in Paragraph E of the policy prevent workers from reporting to work with a BAC Level Concentration of ".04" or greater.

The union elects ".06" or greater.

Police and commercial drivers are held to the .04 standard.

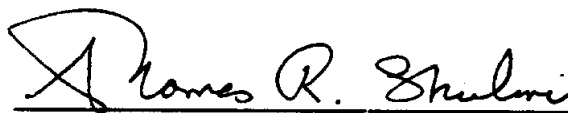
The union argues that its members are not drivers and should not be held to the same standard.

I agree with the city. The job of a dispatcher may involve stress. For that reason, I agreed to the longer lunch period.

For the same stress related occupational fact of life, the sobriety level must match that of a police officer or a commercial driver.

RESOLUTION 10

The Alcohol and Drug Testing Policy shall be included in the CBA. A person with .04 BAC or greater may be prohibited from remaining on duty.


THOMAS R. SKULINA

DATE ISSUED: APRIL 27, 1998

THOMAS R. SKULINA
ATTORNEY AND COUNSELOR AT LAW

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April 27, 1998

State Employment Relations Board
65 East State Street
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ATTN: G. THOMAS WORLEY
ADMINISTRATOR, BUREAU OF MEDIATION

RE: STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(FULL-TIME TELECOMMUNICATIONS AND
INFORMATION OFFICERS)
and
CITY OF LORAIN
CASE NO: 97-MED-10-1160

Dear Mr. Worley:

Enclosed herein, please find my Conciliation Award in the
above captioned conciliation matter.

Very truly yours,



Thomas R. Skulina

TRS/cad
Enclosure