

JUN 15 10 52 AM '98

\*\*\*\*\*  
\*  
In the Matter of Conciliation \*  
\*  
Between \* SERB Case No.  
\*  
Ohio Patrolmen's Benevolent \* 97-MED-10-1161  
Association \*  
\* Before: Harry Graham  
and \*  
\*  
The City of Lorain, OH. \*  
\*  
\*\*\*\*\*

**APPEARANCES:** For Ohio Patrolmen's Benevolent Association:

Jeff Perry  
Ohio Patrolmen's Benevolent Association  
10 Beech St.  
Berea, OH. 44017

For The City of Lorain:

Mark Mihok  
City of Lorain  
200 West Erie Ave., 7th Floor  
Lorain, OH. 44052

**INTRODUCTION:** Pursuant to the procedures of the Ohio State Employment Relations Board 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 oral argument.

**ISSUES:** The parties agree on those issues that are in dispute between them. They are:

1. Recognition
2. Layoff and Recall
3. Hours of Work and Overtime

4. Training Time
5. Insurance
6. Clothing Allowance
7. Wage Increase
8. Education Reimbursement

#### **Issue 1, Recognition**

**Position of the Union:** The Union proposes the present Agreement be changed. It desires that Corrections Officers "have the sole and exclusive right to perform all work associated with the jail...." In the view of the Union, that phraseology merely reflects present practice. Further, it will protect members of this bargaining unit from change as the jail operation in Lorain is altered from a 24 hour to an 8 hour facility.

**Position of the City:** The City is opposed to this change. It does not want to freeze the current method of operating the jail when the fundamental structure of operation is to change from a 24 hour to an 8 hour operation.

**Discussion:** As referenced above, the jail in Lorain currently is a 24 hour facility. This will shortly change. It will become an 8 hour facility. Obviously this will entail alteration in the manning table and method of operation. In such an environment it is unreasonable to bind the Employer to maintaining the existing work practices. The position of the Employer on this issue is awarded.

#### **Issue 2, Layoff and Recall**

**Discussion:** Extensive recitation of the positions of the parties and discussion is unnecessary on this issue. It mimics Issue 1 above. The Union seeks that booking and BAC testing at the jail be done only by Corrections Officers. The City opposes this proposal. For the reasons set forth above the position of the City on this issue is awarded.

#### **Issue 3, Hours of Work and Overtime**

**Position of the Union:** The Union proposes that there be one-half hour of overtime per person guaranteed per day. This will serve as a proxy for the one hour paid lunch period received by other City employees.

**Position of the City:** The City proposes no change in the present lunch period occur. It is now 1/2 hour which the City contends is sufficient.

**Discussion:** In various other proceedings involving other bargaining units neutrals awarded the additional paid lunch time sought by the Union. This has a strong bearing on the outcome of this issue in this proceeding. A precedent has been established in previous decisions. There is a variance in the proposal of the Union for this bargaining unit but in principle it is the same as that in other units. The proposal of the Union is awarded.

#### **Issue 4, Training Time**

**Position of the Union:** The Union proposes that Corrections

Officers who engage in training receive four (4) hours compensatory time after engaging in five training days. It points out that Field Training Officers in the patrol officers bargaining unit receive substantially more compensation for training than is being sought for this bargaining unit. The Telecommunicators (Dispatchers) receive the same training compensation as is being sought for the Corrections Officers. Hence, its proposal on this issue should be awarded the Union urges.

**Position of the City:** The City proposes no change in the current training time for Corrections Officers. None is provided. None is necessary it asserts.

**Discussion:** Other bargaining units in City service receive training time. If Corrections Officers do not engage in training, no cost will be incurred by the City. On the other hand, if Corrections Officers train, compensation should be received. The proposal of the Union on this issue is awarded.

#### **Issue 5, Insurance**

**Position of the Union:** The Union seeks a new benefit: dental insurance. Some other bargaining units in City service have this benefit. No reason not to award it to Corrections Officers exists the Union asserts.

**Position of the City:** The City points out that there exists a wide variety of insurance programs covering its employees.

This situation has developed as the result of happenstance. That some City employees have dental insurance does not represent the norm. It is an anomaly. The effort to standardize health insurance coverages amongst various bargaining units will be set back if the proposal of the Union on this issue is awarded. Hence, the City proposes no change on this issue.

**Discussion:** It is not the pattern in City service that employees have dental insurance. The Dispatchers have this coverage but they have out-of-pocket payments towards health insurance coverage. Other City employees, including this bargaining unit, do not make such payments. Further, it is clear from the record that there exist a variety of health insurance coverages for City employees. They are not standardized across all groups in City service. This is unusual. Normally the same insurance coverages are offered to all employees. The effort of the City to standardize its health insurance plans will be set back if the position of the Union is awarded on this issue. The position of the City is awarded.

#### **Issue 6, Clothing Allowance**

**Position of the Union:** The Union seeks a one-time \$50.00 increase in the clothing allowance. It points out that among City employees who are eligible for such an allowance members

of this bargaining unit are low. The amount proposed by the Union is \$450.00. No further increase is sought for the duration of the Agreement.

**Position of the City:** The City urges there be no increase in the clothing allowance. It is adequate in its opinion.

**Discussion:** The increase sought by the Union is modest, both in amount and in occurrence. No change over the life of the forthcoming Agreement should not be expected. The position of the Union is awarded.

**Issue 7, Wage Increase:** The Union proposes there be three wage increases in the amounts of 2.0%, 3.0% and 4.0%. It points out that in the Factfinding proceeding that preceded this proceeding that was recommended by the Factfinder for the Dispatcher's bargaining unit. He found that increase to be appropriate, so too should the Arbitrator the Union insists.

With the uncertain future facing the City jail operation several employees have left their employment there. The City expects to have fewer people working in the jail in the future than have worked there in the past. Thus, even if the proposal of the Union is awarded the City in all probability will spend less to compensate Corrections Officers in the future than it has in the past.

**Position of the City:** The City proposes a lump-sum payment of

\$750.00 be made in the first year of the Agreement. In the second year it proposes a 2.0% increase and a 3.0% increase in the third year. This proposal was awarded to the Dispatchers. It has the virtue of internal consistency. Thus, it should represent the increase for Corrections Officers as well.

City finances are not robust. Ford Motor Co. has ceased production of Thunderbird and Cougar automobiles. It is rumored that additional shut-downs of Ford operations are in the offing. Given the uncertain state of City finances the proposal of the Union is excessive according to the City. Hence, it urges its proposal be adopted.

**Discussion:** The proposal of the Union is modest. The Dispatcher agreement cannot control the outcome of this proceeding. They received certain benefits specific to them.

It is accepted that the City is not awash in funds. However, any further curtailment of the operations of Ford Motor Co. is speculative. It may or may not occur. It has not been shown that the City is unable to fund the proposal of the Union which is in line with the going rate of increases being seen in the area. The proposal of the Union is awarded.

#### **Issue 8, Education Reimbursement**

**Position of the Union:** The Union proposes a comprehensive package of reimbursement for courses that are related to

criminal justice. These would be both credit and non-credit. It proposes an additional monthly stipend for completion of an Associate or Bachelor's Degree. The Union asserts there is a nationwide trend to improve educational standards in corrections. Lorain should not be exempt from it. Thus, it urges its proposal be awarded.

**Position of the Employer:** The City proposes that the current contract language on this issue remain unchanged. It points out there is no showing by the Union that Officers are inadequately trained or educated. In the opinion of the City, the present language in the Agreement is sufficient.

**Discussion:** The Union has not shown that there exists a need for the change it proposes. It has not been shown that Corrections Officers in Lorain lack a benefit provided to others in the area. Nor has it been shown that in some manner they are inadequately trained to perform their duties. The proposal of the City is awarded.



**Summary of Award**

**Issue 1, Recognition:** The position of the City is awarded.

**Issue 2, Layoff and Recall:** The position of the City is awarded.

**Issue 3, Hours of Work and Overtime:** The position of the Union is awarded.

**Issue 4, Training Time:** The proposal of the Union is awarded.

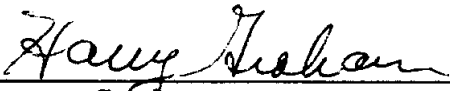
**Issue 5, Insurance:** The position of the City is awarded.

**Issue 6, Clothing Allowance:** The position of the Union is awarded.

**Issue 7, Wage Increase:** The position of the Union is awarded.

**Issue 8, Education Reimbursement:** The position of the City is awarded.

Signed and dated this 12<sup>th</sup> day of June, 1998 at Solon, OH.

  
\_\_\_\_\_  
Harry Graham  
Conciliator