**OCB AWARD NUMBER: 2214**

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| **SUBJECT:** | **ARB SUMMARY # 2214** |
| **TO:** | **ALL ADVOCATES** |
| **FROM:** | **DAVID LONG** |
| **OCB GRIEVANCE NUMBER:** | **15-03-20110525-0067-04-01** |
| **DEPARTMENT:** | **Ohio Department of Public Safety** |
| **UNION:** | **Ohio State Troopers Association** |
| **ARBITRATOR:** | **Susan Grody Ruben** |
| **GRIEVANT NAME:** | **Sara J. Kwiecien** |
| **MANAGEMENT ADVOCATE:** | **S/Lt. Charles J. Linek** |
| **UNION ADVOCATE:** | **Herschel M. Sigall** |
| **ARBITRATION DATE:** | **5-15-2013** |
| **DECISION DATE:** | **8-9-2013** |
| **DECISION:** | **DENIED**  |
| **CONTRACT SECTIONS:** | **Article 22.07- Bridged Dispatchers**  |
| **OCB RESEARCH CODES:** | **Premium Pay 114.724** |

**HOLDING: Grievance DENIED. The Employer did not violate Article 22.07 by denying the Grievant Dispatch Premium Pay. Dispatch Premium Pay is owed when bridging occurs. Bridging only occurs when all dispatching operations are sent from one facility to another facility. The Grievant was not dispatching all the troopers from another facility.**

The Grievant is a dispatcher at the Medina Dispatch Facility. Troopers that were assigned to Canton and dispatched to the Canton facility were temporarily transferred to the Medina Dispatch Facility. These troopers worked for the Cleveland Metro Initiative. During such transfer periods, the Grievant was responsible for dispatching to these troopers. These troopers were unknown to the Grievant. The Grievant claimed that this activity constituted bridging and therefore under Article 22.07, the Grievant was owed Dispatch Premium Pay.

The Employer claimed that bridging did not take place. Thus, Dispatch Premium Pay was not appropriate. The Employer asserted that the Union was attempting to argue that a single trooper selecting a talk group from a post other than where the trooper was assigned invokes Dispatch Premium Pay. No bridging occurs when a trooper, traveling to a different post area, changes the channel of the cruiser’s radio to the local dispatch center. A trooper’s vehicle is not a facility. Changing the radio channel does not require bridging. Consequently, the Employer argued that the grievance should be denied.

The Union argued that a previous Arbitrator required that Dispatch Premium be paid only when there is a transfer of dispatch responsibility from one brick and mortar facility to another brick and mortar facility. In the instant case, that is what occurred. The Employer’s claim that bridging cannot take place unless all of the dispatching is transferred from one dispatch facility to another is not what the agreement provides. Article 22.07 relates to increased duties imposed upon dispatchers. Therefore, the Grievant is entitled to Dispatch Premium Pay and the grievance should be granted.

The Arbitrator found that the Union had the burden of proving an Article 22.07 violation. The Union did not meet this burden. Dispatching for the Cleveland Metro Initiative, which had no physical facility in May 2011 with dispatching operations, cannot contractually be the basis for an award of Dispatch Premium Pay. Bridging only occurs when all dispatching operations are sent from one facility to another facility. The Grievant was not dispatching all the troopers from Canton and Milan. Therefore, the grievance was denied.