

07-11-13
10-MED-10-1400
2273-01
K28666

IN THE MATTER OF ARBITRATION

BETWEEN

SUMMIT COUNTY SHERIFF

AND

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

Before: Arbitrator, Robert G. Stein

Issue: MOU Health Care (3rd yr. of CBA)

Advocate for the EMPLOYER:

**Yamani Adkins, Esq.
Deputy Director Labor Relations
Summit County Executive's Office
yadadkins@summitoh.net**

Advocate for the UNION:

**Otto Holm, Staff Representative
Fraternal Order of Police,
Ohio Labor Council, Inc.
217 South High Street
Akron OH 44308
ottoholm@sbcglobal.net**

INTRODUCTION

This matter came on for hearing before the arbitrator pursuant to the collective bargaining agreement (“Agreement”) (Joint Ex. 1) and in particular the Memorandum of Understanding between The Summit County Sheriff (“Sheriff” or “Employer”) and The Fraternal Order of Police, Ohio Labor Council, Inc. (“Union”). That Agreement was effective from January 1, 2011 through December 31, 2013 and included the conduct which is the subject of this grievance.

Robert G. Stein was mutually selected by the parties to arbitrate this matter, and he is specifically named in the MOU to resolve this matter for 2012 and 2013. A hearing was held on May 15, 2013 at the Summit County Jail in Akron, Ohio. The parties mutually agreed to that hearing date and location, and they were each provided with a full opportunity to present both oral testimony and documentary evidence supporting their respective positions. The hearing, which was not recorded via a fully-written transcript, was subsequently closed upon the parties’ arguments made at the hearing.

No issues of either procedural or jurisdictional arbitral authority have been raised, and the parties have stipulated that the matter is properly before the arbitrator for a determination on the merits. The parties have also indicated that they would like an expedited decision.

ISSUE

The obligations contained in the MOU for 2013?

RELEVANT CONTRACTUAL PROVISIONS

Memorandum of Understanding (MOU) between FOP Lodge 139 and the Summit County Sheriff regarding health care and the longevity stipend.

SUMMARY OF THE EMPLOYER'S POSITION

The Employer's position is the same as it was in the last hearing in 2012. It argues that it has fulfilled its obligations under the MOU and that any savings beyond 2011 were not contemplated in the MOU.

SUMMARY OF THE UNION'S POSITION

The Union also makes the same arguments it made in 2012, it contends that the MOU was agreed upon to cover all years of the Agreement and that each year the Employer is obligated to assess savings realized by having the bargaining unit in the Summit County Plan and to have 25% of said savings applied to an employee's longevity.

BACKGROUND/DISCUSSION

As an outcome of negotiations in late 2010, which led to the current Agreement, the parties agreed to a MOU regarding health care and savings. It dealt with the agreement by the bargaining unit and the Employer to convert the then more costly health care plan in

effect for the bargaining unit until December 31, 2010 to the more cost efficient plan that had been adopted for all of Summit County. In doing so, the parties agreed that in year one of the Agreement (2011) a portion of the savings realized by this change would be “applied to the employee’s longevity stipend.” This was accomplished in the form of a monetary payment of \$630.80. However, the parties differ on how to interpret the MOU in years two and three of the Agreement, and how much if any savings is due to the bargaining unit during the remainder of the Agreement. In year 2 (2012) the undersigned arbitrator issued an award on June 17, 2012 as follows:

AWARD

Based upon the evidence and testimony, the arbitrator’s involvement and informed position as fact finder in the original negotiations, the substantial mitigating factor of the current financial situation of the Sheriff and Summit County (which directly affects the bargaining unit in a variety of ways, including employment), and the fact that certain contractual benefits carry future monetary value, the following Award is issued under the Memorandum of Understanding for 2012:

In the first full pay period in July, all current bargaining unit employees who had five (5) or more years of service as of May 31, 2012 shall be provided three (3) additional vacation days. Said days shall be placed in their respective vacation banks by the first full pay period in July of 2012. Said days shall be treated as regular vacation days and they shall governed by the provisions of Article 22 of the Agreement.

Respectfully submitted to the parties this ____ day of June 2012,

Robert G. Stein, NAA Arbitrator

As stated in the prior rationale in 2012, It is clear from the arbitrator’s involvement as fact finder that the MOU applies to bargaining unit employees with five or more years of service. It is also noted that the MOU includes the phrase, “...determine the distribution

amount for each year.” Yet, the remainder of the MOU is far less specific in its wording, leaving latitude for the arbitrator to fashion a remedy.

And although a new Sheriff, along with a new Chief Deputy are in place following the general election in November, many of the financial concerns faced by the Sheriff’s office have not substantially changed in the last twelve (12) months. The Sheriff’s budget is still a concern, staffing is still an issue, as is its effect on the current bargaining unit complement of employees. Also in the fall of 2012, the parties per the Agreement negotiated a wage increase of 1.5% with the assistance of fact-finding, which set the pattern for negotiations with other bargaining units. Finally, the parties will be negotiating a successor agreement in the fall of 2013.

While negotiations between the parties have not always been easy, this experienced neutral has had the benefit and privilege of many years of involvement with the parties spanning several leadership changes on the Union and Employer side. During the past several years the current relationship between the parties has benefited by the stalwart, ever pragmatic, and authentic advocacy of Otto Holm, Danny Francis, Randy Briggs, and Yamini Adkins. These people have endured a great deal as they “held the ship together” during some very challenging times. Unfortunately, it appears those times have not ended and the strength of the parties’ relationship will continue to be essential in weathering more storms.

Based upon the above, the arbitrator in this matter finds both reasonable and rational in terms of the relationship and the Sheriff’s financial situation to apply the same approximate remedy to 2013 as was the case in 2012.

AWARD

Based upon the evidence and testimony, the arbitrator's involvement and informed position as fact finder in the original negotiations, the substantial mitigating factor of the current financial situation of the Sheriff and Summit County (which directly affects the bargaining unit in a variety of ways, including employment), and the fact that certain contractual benefits carry future monetary value, the following Award is issued under the Memorandum of Understanding for 2013:

In the first full pay period in July, all current bargaining unit employees who had five (5) or more years of service as of May 31, 2013 shall be provided three (3) additional vacation days. Said days shall be placed in their respective vacation banks by the first full pay period in July of 2013. Said days shall be treated as regular vacation days and they shall governed by the provisions of Article 22 of the Agreement.

Respectfully submitted to the parties this ____ day of June 2013,

Robert G. Stein, NAA Arbitrator

AWARD

Based upon the evidence and testimony, the arbitrator's involvement and informed position as fact finder in the original negotiations, the substantial mitigating factor of the current financial situation of the Sheriff and Summit County (which directly affects the bargaining unit in a variety of ways, including employment), and the fact that certain contractual benefits carry future monetary value, the following Award is issued under the Memorandum of Understanding for 2013:

In the first full pay period in July, all current bargaining unit employees who had five (5) or more years of service as of May 31, 2013 shall be provided three (3) additional vacation days. Said days shall be placed in their respective vacation banks by the first full pay period in July of 2013. Said days shall be treated as regular vacation days and they shall governed by the provisions of Article 22 of the Agreement.

Respectfully submitted to the parties this 24th day of June 2013,



Robert G. Stein, NAA Arbitrator

Contract Data Summary Sheet

Employer Name: Summit Sheriff Deputy County: summit

BU: Dep/ss Union: FOP Local: OLCI

Start Date: 01 /01 /2013 End Date: 01 /01 /2013

<u>WAGE:</u>	<u>PAGE:</u>	<u>LONGEVITY:</u>	<u>PAGE:</u>	<u>INSURANCE (cont.):</u>	<u>PAGE:</u>
Aft. Dif.: \$ ____ / ____ %	_____	(Years) (Amt.) (%)	(Type)	Out-of-Pocket Max: \$ ____ \$ ____	
Eve. Dif.: \$ ____ / ____ %	_____	_____	_____	Cover Buy-Out: \$ ____ \$ ____	
Rank Dif. (Y) _____	_____	_____	_____	Traditional (Y): _____	
Haz. Pay: ____ / ____ %	_____	_____	_____	Managed Care (Y): _____	
Ret. Pick-up: ____ %	_____	_____	_____	Type (Y): _____	
COLA: (Y) _____	_____	_____	_____	HMO _____	
Ed. Incent: (Y) _____	_____	_____	_____	PPO _____	
Furlough: (Y) _____	_____	_____	_____	Self-Funded _____	
Ret. Incentive: (Y) _____	_____	_____	_____	Partial Self-Funded _____	
Field Trip Rate: \$ _____	_____			Consortium _____	
EMT Pay: _____	_____	<u>PAID LEAVE</u>		Liability (Y): _____	
Type: _____	_____	Holidays: _____	_____	Section 125: (Y) _____ Type: _____	
Paramedic Pay: _____	_____	Personal Days: _____	_____	Enrollment Fee: \$ _____	
Type: _____	_____	Birthday: (Y) _____	_____	Other: (Y) _____	
		Injury Leave: ____ / ____	_____	Prescriptions: (Y) _____	
<u>ALLOWANCES:</u>		Assault Leave: ____ / ____	_____	Brand Name (Formulary) \$ _____	
Uniform(P/V): _____	_____	Union Leave (Y) _____	_____	Generic: \$ _____	
Amt: _____	_____	Holiday Pay: _____	_____	Dental: (Y) _____	
Cleaning: (P) _____	_____	Fatal Force: (Y) _____	_____	Optical: (Y) _____	
Amt: _____	_____			Life Ins. Amt.: \$ _____	
Tools: (Y) _____	_____	<u>SICK & BEREAVEMENT LEAVE</u>		Life Ins. Salary %: _____	
Amt: _____	_____	Sick Days/Year: _____	_____	Accidental D&D: (Y) _____	
Shoes: \$ _____	_____	Max Sick: ____ / ____	_____	Health & Welfare: (Y) _____	
Mileage: (IRS Rate) _____	_____	Attendance Bonus: (Y) _____	_____	Cap Overage Formula: (Y) _____	
Other: _____	_____	Bank/Donated Time: (Y) _____	_____	Health Care Committee: (Y) _____	
Firearm Prof.: _____	_____	Bereavement Leave: _____	_____	Coordination of Benefits: (Y) _____	
Freq: _____	_____	Sick: _____	_____	Major Medical: (Y) _____	
Parking: (Y) _____	_____	Funeral: _____	_____	Comprehensive Major Medical: (Y) _____	
Tuition: (Y) _____	_____	Other: (Y) _____	_____		
<u>VACATION:</u>	_____	<u>INSURANCE*</u>			
_____ Years _____ Days		Single	Family		
_____ Years _____ Days		Employer Amt: \$ _____	\$ _____		
_____ Years _____ Days		Employee Amt: \$ _____	\$ _____		
_____ Years _____ Days		Employer %: _____	_____		
_____ Years _____ Days		Employee %: _____	_____		
_____ Years _____ Days		Employer Cap (Y): _____	_____		
_____ Years _____ Days		Employee Cap (Y): _____	_____		
_____ Years _____ Days		Ann. Deductible: \$ _____	\$ _____		
_____ Years _____ Days		Co-Payment %: _____	_____		
Hol/Vac Combo: _____	_____				

* Please use another **INSURANCE** form if there are changes to insurance in each contract year.

HOURS OF WORK

PAGE: _____

Comp Time Max: _____ Hrs _____
Flex Time: (Y) _____
Call In: (Y) _____ Hrs _____
Court: (Y) _____ Hrs _____
Stand By: (Y) _____
Report In: (Y) _____ Hrs _____
Meal Time: _____ Min _____
Rest Break: _____ / _____ Min _____
Overtime Cycle: _____ / _____

SENIORITY AND ARBITRATION

Prob. Period: _____
Shift: (Y) _____
Recall Years: _____
Super Seniority (Y) _____
Arb: (Y) _____
Type: _____
Cost (E/L/O): _____
Mediation Step:(Y) _____

OTHER

Fairshare: (Y) _____
Residency: (Y) _____
Drug Test: (Y) _____
Fitness Std.: (Y) _____
Sub-Contract: (Y) _____
Min Staff: (Y) _____
Successor/Priv.: (Y) _____
MAD: (Y) _____

WAGE INCREASE ACROSS BOARD

PAGE 41

Date of Increase 01 / 01 / 2013

Percent 1.5 %
Hourly \$ 25.56
Annual \$ 53,160.00
Lump Sum \$ _____
Comments appen A + MOU

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

BENCHMARKS

Job Title _____

Date ___/___/___ ___/___/___ ___/___/___ ___/___/___

Work Week: _____

Entry \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Hrs/Day: _____

Days/Yr: _____

Top \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Steps: _____

Step Yrs: _____

Job Title _____

Date ___/___/___ ___/___/___ ___/___/___ ___/___/___

Work Week: _____

Entry \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Hrs/Day: _____

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Steps: _____

Step Yrs: _____

Job Title _____

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Work Week: _____

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Date ____/____/____ ____/____/____ ____/____/____ ____/____/____

Work Week: _____

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Entry \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Days/Yr: _____

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Top \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Step Yrs: _____

Job Title _____

Date ____/____/____ ____/____/____ ____/____/____ ____/____/____

Work Week: _____

Hrs/Day: _____

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Days/Yr: _____

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Top \$ _____ . ____ \$ _____ . ____ \$ _____ . ____ \$ _____ . ____

Step Yrs: _____

BENCHMARKS

PAGE: _____

Job Title _____

Date ___/___/___ ___/___/___ ___/___/___ ___/___/___

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . \$ _____ . \$ _____ . \$ _____ .

Days/Yr: _____

Steps: _____

Top \$ _____ . \$ _____ . \$ _____ . \$ _____ .

Step Yrs: _____

Job Title _____

Date ___/___/___ ___/___/___ ___/___/___ ___/___/___

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Step Yrs: _____

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Job Title _____

Date ___/___/___ ___/___/___ ___/___/___ ___/___/___

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . \$ _____ . \$ _____ . \$ _____ .

Days/Yr: _____

Steps: _____

Top \$ _____ . \$ _____ . \$ _____ . \$ _____ .

Step Yrs: _____

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): None
EMPLOYEE ORGANIZATION,	}	(Mid-Term. Bargaining no MED filed)
	}	
and,	}	
	}	
THE SUMMIT COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF MEMORANDUM OF UNDERSTANDING AS AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,


Catherine A. Brockman
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Yamani Adkins, yadadkins@summitoh.net