

STATE EMPLOYMENT
RELATIONS BOARD

2002 MAY 24 A 10: 20

BEFORE THE
STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 02-MED-10-0953

MEDINA COUNTY SHERIFF	*
EMPLOYER	*
AND	* FACT FINDER'S REPORT
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION	*
UNION	*

I. DATE AND PLACE OF HEARING

This hearing was held on May 10, 2002 at the County Administration Building in Medina, Ohio, a site, which was agreed upon between the parties.

II. PARTIES

The employees are Medina County Sheriff's Sergeants. The Ohio Patrolmen's Benevolent Association represents them. There are 19 Sergeants.

The Employer is the Medina County Sheriff, Neil Hassinger.

III. APPEARANCES

The following appeared on behalf of the respective party as noted:

For the Union:

S. Randall Weltman, Attorney
Sgt. Beverly Fraser, Union Representative

For the Employer:

Gary C. Johnson, Attorney
Tom Miller, Deputy Sheriff, Medina County

IV. INTRODUCTION

This unit is comprised of approximately 19 persons employed as sergeants in two classifications, Sergeant I who supervise those deputies who perform and themselves perform duties akin to usual police duties and traffic enforcement and Sergeant II who supervise courtroom security, prisoner transport and warrant and subpoena service.

Supervisors are excluded pursuant to statute. (Sec. 4717.01 R.C.)

The union is certified as the bargaining representative for the deputies. The parties have entered into prior collective bargaining agreements, the last one having expired on December 31, 2001.

The parties met on 3 prior occasions to negotiate this contract, and though many issues were resolved an impasse was reached on economic matters. The parties stipulated that

the only issues unresolved as a result of their bargaining were those issues presented herein for fact finding.

V. ISSUES PRESENTED

Seven (7) issues were identified to be resolved by Fact Finding. They are:

1. Sick Leave- A Union request to increase the number of cash-out hours to 1,160.
2. Holiday Pay- A Union demand to receive 2 1/2 times regular rate on all holidays worked
3. Health Care- There was 3 proposals, 1 by the union (the addition of optical care coverage) and 2 by the employer (increase the deductible and co-pay provisions and increase the employees share of the premium costs) to modify this clause.
4. Rates of Pay- there were 3 proposals, all of which were made by the Union. (a) Re-classification of sergeants into a single designation, (b) a mandatory 16% rank differential between the lowest paid sergeant and the highest paid deputy and (c) a 4% wage increase in each of the 3 years proposed under the contract.
5. Uniform Allowance- the Union sought an increase in the allowance and deletion of the clauses prorating the payment for the calendar year and

requiring all uniforms to be turned in upon termination of employment.

6. "On Call Pay"- this is a single member issue applicable to the detective-sergeant who has few supervisory duties. He receives an additional \$1,200 for being a detective. This issue was withdrawn from fact-finding and is to be reviewed by the parties outside of this process.
7. Automobiles- Until approximately 4 months prior to the expiration of the old contract, the road patrol sergeants had the personal use of county vehicles. The sergeants want this benefit restored.

VI. FACT FINDING

a. Consideration of Factors

The Fact Finder considered all relevant and reliable information introduced by the parties in support of their respective positions. In addition, consideration, in accordance with Rule 4117-9-05(J), was given to the following:

- a. past collectively bargained agreements between the parties (there was none);
- b. Comparison of unresolved issues with other public employees doing comparable work;
- c. Consideration of factors peculiar to the area and classification;

- d. The interest and welfare of the public;
- e. Ability of the employer to finance and administer the issues proposed;
- f. Effect of the adjustments on the normal standard of public service;
- g. Lawful authority of the employer;
- h. Stipulations between the parties;
- i. Any other factors, not listed above, which are normally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

b. Exhibits

The parties introduced the following exhibits, all of which were admitted.

- Joint Exhibit 1: Collective Bargaining Agreement
- Employer Exhibit B: Sick Leave Conversion Comparison
- Employer Exhibit C: Uniform Allowance Comparison
- Employer Exhibit D: Wage Comparison Table
- Employer Exhibit E: Health Insurance Comparison Table

Union Exhibit 1: A document containing exhibits and comparisons on the ability of Medina County to meet union demands; a roster and background on the unit; various comparisons and synopses on the issues presented herein.

In addition, both parties sought to include various exhibits used during the deputies and communication technicians fact-finding hearings.

ISSUE NO. 1

SICK LEAVE

ARTICLE XII, SECTION 12.10

UNION PROPOSAL & POSITION: The Union is seeking to modify Section 12.10 which provides that upon retirement an employee is entitled to cash-in one-third of the accumulated, but unused sick leave time, up to a maximum of 320 hours.

EMPLOYER POSITION: The Employer stated that this was a negotiated union benefit, exchanged at this rate for other benefits such as uniforms, holidays, retirement and longevity.

DISCUSSION: This issue was not raised in either the deputies or dispatchers hearings, which does not mean that the request should be denied out-of-hand.

While Medina allows for a conversion of one-third of the unused sick time, it limits the cash out to 320 hours. Ashland and Wayne Counties require 10 years seniority and limit the percentage to 25% of the unused time. Ashland permits a 400-hour maximum, and Wayne limits the cash-in to 240 hours. Lake, Lorain and Summit Counties are decidedly more generous than Medina, and Geauga, while permitting only a 25% conversion rate, allows for a maximum of 480 hours. Many of the more generous counties permit employees with greater seniority a higher maximum number of cash-in hours.

Medina permits a retiring employee with 10 years or more of service that has qualified for retirement benefits to use the cash-in option.

There is no reason why Medina should lag so far behind comparable counties. Clerks, staff and administrative employees in Medina receive 100% of their accumulated time, up to 960 hours.

Sick time is a budgeted item. If the time is unused, the Employer benefits. If the employee accumulates the time as a retirement aid, the employer still benefits, even though the hours may have been earned at rates lower than those at which they are being cashed-in.

While many benefits received by public safety forces, such as uniform allowances, longevity, higher pension rates, lower retirement age, fewer working hours, are actually hidden wage benefits, traded in return for lower base wages, those extra benefits have become so ingrained in safety forces contracts as to make it difficult to ascertain the true purpose of the benefit. What is evident is that the sergeant's contract is lacking in comparison with its non-union employees while the same as the other unionized units in the Sheriff's office

RECOMMENDATION: The Fact Finder recommends that the language in Section 12.10 be modified as follows:

Years of Service	% Conversion	Maximum Hours
Not less than 10 years	33 1/3%	960
10 years to 15 years	40%	1,120
15 years to 20 years	45%	1,133
20 years to 25 years	50%	1,400
25 years to 30 years	60%	1,600
30 years & more	75%	1,750

ISSUE NO. 2

ARTICLE XXII

INSURANCES

A. OPTICAL COVERAGE

UNION PROPOSAL & POSITION: The Union proposed the addition of optical benefits to Section 22.03 to include an annual optical exam for each family member, a benefit of up to \$300 for each family member for the purchase of glasses or contact lenses, and payment of corrective eye surgery (laser) for the member.

EMPLOYER POSITION: The Employer opposed the addition of optical benefits.

DISCUSSION: There is no clear trend regarding the inclusion of this benefit into medical coverage for public employees in this state. (Union Exhibits 1 & 2) The cost of optical care, according to the Union, is \$12.24 per employee or \$165.12 per family per year. The Employer did not submit any cost computations and readily admitted that

it had the ability to pay for this benefit, but was unwilling to do so. The Union submitted that glasses were a hindrance when handling balky prisoners or in adverse weather conditions, and contact lenses were acceptable, but corrective laser surgery was preferable. Those arguments are better characterized as personal preferences rather than job related necessities.

The fact that the Employer has the ability to pay for this added benefit does not automatically result in its inclusion in the new labor agreement. Other criteria must be considered.

Eye injuries off the job and non-elective, medically necessary ophthalmological surgery would be covered under the existing healthcare plan. Thus unit members have the availability of medical care for many optical problems, not including eyeglasses and exams.

From the employee's viewpoint, optical benefits would be nice addition, but are certainly not necessary. Retaining the same medical benefits at little increase in costs to the members is deemed to be more important.

RECOMMENDATION: In view of the escalating costs of medical insurance, the Fact Finder does not believe it appropriate to add optical benefits to the employer paid medical benefits at this time.

B. INCREASING CO-PAY AND DEDUCTIBLE AMOUNTS

EMPLOYER PROPOSAL & POSITION: The Employer proposed to raise the co-pays and deductibles under the current healthcare plan in order to lessen the impact upon the county since this is a countywide plan. The Employer submitted it was necessary to curb the continued increases. The Employer also claimed that the employees of the Sanitary Engineer and the MR/DD employees recently accepted a similar proposal. It was the Employer's intention that all county employees receive the same healthcare benefits.

UNION POSITION: The Union was against any changes to the benefit levels of health care.

DISCUSSION: The Employer proposed to increase deductibles (from \$100 to \$250-\$500 on a single plan and from \$200 to \$500-\$1,000) on a family plan, out of pocket maximums on family plans (from \$600-\$1,200 to \$1,000- \$2,000), and prescription drug co-pays (from \$5 on brand names to \$12 and from \$0 to \$6 on generic with yearly out of pocket maximums of \$250 single and \$500 family). The increases were sought to help offset an expected rise to \$6,252.73 per employee in calendar year 2001, a \$1,250 increase per employee from the previous year. (See Employer Exhibit 2)

The medical benefits provided under the plan are similar to those benefits provided to sheriffs' personnel in

other Northeastern Ohio counties. Co-pays and deductibles vary throughout the area, but whether the plan is carried through an insurance company or self funded, as the Medina plan, medical insurance costs are, once again, on the rise.

There is no question of the ability of the employer to continue to fund the plan at the same level as presently enjoyed regardless of increasing costs.

The desire, on the part of the employer, to rein in the escalating costs is understandable given the fact that this is a countywide medical plan and not just limited to the employees of the Sheriff. Any increases in costs must be viewed as a whole taken with all of the economic provisions of the proposed agreement. Medical insurance benefits and costs cannot be severed from the wages and other economic conditions of the contract.

RECOMMENDATION: In view of the modest wage increases and other limited economic increases provided herein coupled with the ability of the Employer to absorb the increases, it is the recommendation of the Fact Finder that no changes be made to the employee paid co-pays, deductibles and prescription drug provisions of Article XXII of the agreement.

C. PREMIUM CONTRIBUTIONS

EMPLOYER PROPOSAL & POSITION: The Employer proposed to increase the premium contribution made by employees with family plan coverage from \$30 to \$50 per month. No raises were sought for single participants

UNION POSITION: The Union opposed changes in the contribution rates.

DISCUSSION: The Employer suggested that increases in premium contribution rates as well as increasing co-pays and deductibles were necessary to offset the spiraling costs of the self funded plan. The leveling of medical costs experienced in the latter half of the last decade may, in fact, be at an end.

The increase in medical costs over the past 2 years is more than a mere "blip" as suggested by the Union. The Fact Finder's recommendation regarding co-pays and deductibles assures that benefit levels will remain the same at no increase in costs. Members using the health care coverage the most often can often afford the increases the least. Those with entry level wages are likely to be younger, family members who utilize the program the most, particularly the maternity and pediatric coverages. An adjustment in premium contribution rates is warranted to offset the cost increases.

The recommended increases in premium costs are modest and can be absorbed by the employees without an adverse economic impact in view of the recommended wage increases.

RECOMMENDATION: It is the recommendation of the Fact Finder that premium contribution rates be increased for family plan users to \$40 per month commencing January 1, 2003 and to \$50 per month commencing January 1, 2004. Though no increase for single plan users was requested, an increase in the employee contribution from \$20 per month to \$25 per month beginning January 1, 2003 and \$30 per month beginning January 1 2004 is deemed appropriate.

ISSUE NO. 3

CLASSIFICATION AND RATES OF PAY

ART. XXVIII

A. CLASSIFICATION

UNION PROPOSAL AND POSITION: The Union proposed that the classification between Sergeant I and Sergeant II be abolished.

EMPLOYER POSITION: The employer did not oppose making a single classification for sergeants.

DISCUSSION: In the prior contract, the sergeants were classified as I, and II. Sergeants I are the road patrol and detective sergeants. Sergeants II supervise the transportation, warrant and courtroom security deputies.

The Union proposed that the designation between the deputies be removed since the classification has caused friction and misunderstandings between the unit and that all pay be scaled at Sergeant I rates since all of them undergo training and are certified to carry firearms.

The elimination of the classification between sergeants does not, necessarily, result in a single, higher pay scale for all sergeants. The parties recognized that road patrol and detective sergeants perform duties, which for want of a better term, can be characterized as constituting "police work" (crime investigations, traffic enforcement, etc.) In the opinion of the Fact Finder road patrol and detective work requires a greater degree of skill and exposes them to greater risk and danger than that to which sergeants supervising deputies providing prisoner transportation, courtroom security, monitoring home detention probationers or serving warrants are exposed.

The Employer offered a differential of \$2,500.00 between those sergeants supervising road patrol deputies and detectives and those supervising courtroom security, warrant service and prisoner transport.

RECOMMENDATION: The Fact Finder recommends that the classification of Sergeant I and Sergeant II be abolished and that all sergeants simply be referred to as "Sergeant"

in the new agreement. The Fact Finder also recommends that the Road Patrol and Detective Sergeants receive an additional \$2,500 duty differential.

B. RATES OF PAY

UNION PROPOSAL AND POSITION: The Union requested a rank differential of 16% between the highest paid deputy and the lowest paid sergeant and pay increases of 4% in each of the 3 years of the agreement, effective January 1, 2002.

EMPLOYER POSITION: The Employer countered by offering a 2% increase in each of the years of the contract.

DISCUSSION: The Union cited the sound financial position of the County and the pay scales of sergeants in Lorain, Cuyahoga, Lake and Geauga Counties in support of its position.

In point of fact, Medina County is in sound financial condition and has the ability to pay a reasonable wage increase to the sergeants. This ability does not automatically entitle this unit or any other unit to an increase which would increase wages by well over \$5,500 per year for the formerly designated Sergeant II personnel.

There is no reason to adopt an arbitrary percentage as a rank differential through the life of the contract. A 2% increase as offered by the Employer would place the sergeants below Lorain, Cuyahoga, Lake and Geauga sergeants and about even with Summit's sergeants in only the first 2

years of rank, after which they would be significantly lower.

On the other hand, a rank differential coupled with a 4% increase as requested by the Union would place Medina's sergeants in the upper echelon of the wage scale when compared to neighboring counties and amount to a 9% or more increase. A 3% increase would still place Medina sergeants in the lower pay ranks, while a 4% increase over the present Sergeant II pay scale would result in a pay scale that is more competitive (higher only than Lorain, but lower than Cuyahoga, Lake and Geauga at the 2 year level).

Balancing the ability of the Employer to pay for the economic package recommended herein, are the modest increases in the consumer price indices which the economy has been experiencing over the past few years.

Since the rank distinction has been recommended to be abolished, the new wage base must be based upon the Sergeant II pay scale. Each individual's new wage must be based upon the rate applicable to the years in rank in order to compute the new wage, plus any increases as recommended herein and the \$2,500 duty differential. Further, the recommended pay increase took into consideration the recommendation concerning the health insurance co-pays and deductibles which this Fact Finder views as the two most important elements in the economic package.

RECOMMENDATION: The Fact Finder recommends that wages for sergeants be increased 4% in each of the three years of the contract, retroactive to January 1, 2002.

ISSUE NO 4

UNIFORM MAINTENANCE ALLOWANCE

ART. XXI

UNION PROPOSAL AND POSITION: The Union proposed that uniform allowances be increased from \$625 to \$750 for newly hired in-rank sergeants, \$900 to \$1,000 for sergeants and \$1,000 to \$1,100 for deputy detectives and the deletion Section 21.03 prorating the allowance over the calendar year and requiring uniforms to be surrendered upon termination of employment.

EMPLOYER POSITION: The Employer was not amenable to any increases in the uniform allowance and prorations or requirement to surrender uniforms upon cessation of employment.

DISCUSSION: The evidence indicated that uniform costs have increased about 11% over the past year. The evidence did not show how much of the allowance is used in the purchase of uniforms.

Despite the fact that the IRS is now taxing the allowance as income, the present allowances appear adequate to pay for the costs of uniforms.

This benefit was originally intended to offset the costs of uniforms which would have no use outside of the job. All too often, however, it is used to supplement income, rather than to raise pay scales.

Under the terms of the agreement, the allowance is prorated over the course of the year. The contract does not specify the date on which the allowance is paid, if it is paid early in the calendar year and an individual retiring during the course of the year is expected to return the unused portion of the allowance. The issues of proration and uniform turn-in were negotiated and contained in the expired contract. While the requirement that uniforms be turned in upon the termination of employment places the Employer in the used clothing business, this Fact Finder does not find sufficient cause to eliminate either clause from the new agreement.

RECOMMENDATION: The Fact Finder recommends against any changes in Article XXI of the agreement.

ISSUE NO. 5

HOLIDAY PAY

ARTICLE XV

UNION PROPOSAL AND POSITION: The Union is seeking to modify Section 15.05 of the contract and provide for for payment at 2 1/2 times the regularly hourly rate on all 10 holidays mentioned in Section 15.01.

EMPLOYER POSITION: The Employer does not seek any changes be made to the current method of computing holiday pay.

DISCUSSION: Currently any sergeant working on Thanksgiving Day, Christmas Day, New Years Day, Memorial Day, Independence Day or Labor Day is paid at 2 1/2 times the regular rate. The other 4 recognized holidays, Martin Luther King Day, President's Day, Columbus Day, Veterans Day are paid at 2 times the regular hourly rate if worked.

The deputies receive the same 6 holidays as the sergeants. There is no compelling reason to recommend a change to this section.

RECOMMENDATION: The Fact Finder does not recommend any changes be made to Section 15.05.

ISSUE NO. 6

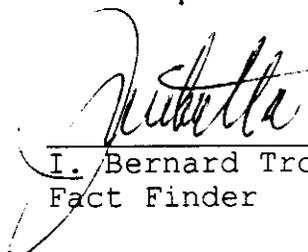
AUTOMOBILES

UNION PROPOSAL & POSITION: The Union seeks the addition of a clause mandating that road patrol and detective sergeants receive the use of take-home cars which they formerly enjoyed.

EMPLOYER POSITION: The employer claimed that the Sheriff was ordered by the Board of County Commissioners to discontinue the policy of take-home vehicles due to budgetary and insurance concerns.

DISCUSSION: Though this perk was formerly enjoyed by road patrol and detective personnel until sometime in late 2001, it is within the rights of management to discontinue the policy. The Sheriff was forced to turn in a number of vehicles in order to receive new vehicles from the Commissioners. Also, there are serious insurance and liability concerns if the vehicle becomes involved in a traffic accident while the operator is off-duty. There is no proven benefit to the Employer to keep those cars on the road providing transportation back and forth to work for road patrol and detective sergeants.

RECOMMENDATION: The Fact Finder recommends against the inclusion of the proposal permitting the road patrol and detective sergeants the use of take-home vehicles.



I. Bernard Trombetta
Fact Finder

SERVICE

A copy of the foregoing Fact Finder's Report was served upon S. Randall Weltman, Attorney for Union, 1228 Euclid Avenue, 9th Floor, Cleveland, Ohio 44115 and upon Gary C. Johnson, Attorney for Employer, 1001 Lakeside Avenue, #1700, Cleveland, Ohio 44114 on this 22nd day of May, 2002 by ordinary U.S. Mail.