

IN THE MATTER OF THE FACTFINDING

STATE EMPLOYMENT
RELATIONS BOARD

2002 MAY 30 A 10:32

BETWEEN

**CHAMPION TOWNSHIP
TRUSTEES**

AND

**OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

SERB NOS. 02-MED-01-0088 & 02-MED-01-0092

CHRISTOPHER E. MILES, ESQUIRE
Fact Finder

Dan Letson and Dene Stack
Representing the Township

Jeff Perry, Business Agent
Representing the Union

BACKGROUND

This matter concerns the fact finding proceedings between the Champion Township Trustees (hereinafter referred to as the "Township") and the Ohio Patrolmen's Benevolent Association, representing the Patrolmen (7) and Sergeants (1) (hereinafter referred to as the "Union". The undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB).

The fact finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law and the rules and regulations of SERB, as amended. The Township and the Union engaged in the collective bargaining process for a period of time prior to the appointment of a Fact Finder and additional negotiations were conducted by the parties subsequent to the appointment of the Fact Finder. During their negotiations, the parties were able to resolve all but the following issues:

- Article 19 - Vacations
- Article 25 - Compensation
- Article 25 - Longevity
- Article 28 - Uniform Allowance
- Article 29 - Insurance
- Article 30 - Miscellaneous

The issues heretofore resolved by the parties are incorporated in this fact finding report.

The Township was represented by Attorneys Dan Letson and Dene Stack. The Union was represented by Mr. Jeff Perry, Business Agent.

Prior to the fact finding proceedings, which were conducted at the offices of Dan Letson in Warren, Ohio, the Fact Finder offered to attempt mediation of the unresolved issues and the parties agreed. During the mediation session on March 18, 2002, the parties were unable to come to a resolution of any of the unresolved issues. Thereafter, a fact finding hearing was held on May 10, 2002, at which time the parties were afforded full opportunity to present testimony and evidence and cross-examine the witnesses.

FINDINGS AND RECOMMENDATIONS

After consideration and a thorough review of the financial information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendations for the issues which remained at impasse:

ISSUE: ARTICLE 19 - VACATIONS

The Agreement currently reads:

Section 1. Each employee shall earn and be entitled to paid vacation each anniversary year in accordance with the following schedule:

Length of Service	Days
After one (1) year	10
After five (5) years	15
After ten (10) years	20
After twenty (20) years	25

The Union proposes to change the seniority required to receive 25 days of vacation from 20 to 15 years as follows:

Length of Service	Days
After one (1) year	10
After five (5) years	15
After ten (10) years	20
After fifteen (15) years	25

The Township opposed the Union's requested change to Article 19, Section 1 and desires that the current language remain unchanged.

RECOMMENDATION

Based upon the record in this case, it is recommended that the Union's proposal to change the seniority required to receive 25 days of vacation from 20 to 15 years be included in the new Agreement. Ten years is a long interim period to wait in order to receive additional vacation time. The Union's proposal will continue a pattern of an additional week of vacation every five years and the record reveals that this change will only affect one employee during the term of the new Agreement.

ISSUE 2A: ARTICLE 25- COMPENSATION

The Agreement currently reads:

Section 1. Effective May 1, 1999, Patrolmen shall be paid according to the following scale.

Seniority	Hourly Wage		
	5/1/99	5/1/00	5/1/01
Hire to 6 months	\$11.58	\$12.15	\$12.78
6 months to 1 year	\$11.90	\$12.49	\$13.12

1 year to 18 months	\$12.44	\$13.06	\$13.72
18 months or more	\$13.25	\$13.91	\$14.61
Senior Patrol w/4+ years	\$13.52	\$14.33	\$15.34

Section 2. During the term of this Agreement, the Sergeant position shall be paid according to the following scale

Date	Hourly Wage
5/1/1999	\$14.60
5/1/2000	\$15.48
5/1/2001	\$16.47

Section 3. During the term of this Agreement, Lieutenant Chris Recick shall be paid according to the following scale:

Date	Hourly Wage
5/1/1999	\$15.77
5/1/2000	\$16.72
5/1/2001	\$17.89

The Union has proposed increasing the wages by four (4%) percent in each year of the Agreement, as follows:

Section 1. Effective May 1, 2002, Patrolmen shall be paid according to the following scale.

Seniority	Hourly Wage		
	5/1/02	5/1/03	5/1/04
Hire to 6 months	\$13.29	\$13.82	\$14.38
6 months to 1 year	\$13.64	\$14.19	\$14.76
1 year to 18 months	\$14.27	\$14.84	\$15.43
18 months or more	\$15.19	\$15.80	\$16.43
Senior Patrol w/4+ years	\$15.95	\$16.59	\$17.26

Section 2. During the term of this Agreement, the Sergeant position shall be paid according to the following scale

Date	Hourly Wage
5/1/2002	\$17.13
5/1/2003	\$17.81
5/1/2004	\$18.53

Section 3. During the term of this Agreement, Lieutenant Chris Recick shall be paid according to the following scale:

Date	Hourly Wage
5/1/2002	\$18.61
5/1/2003	\$19.35
5/1/2004	\$20.12

The Township opposed the Union's requested wage increase; however, the Township has indicated that it would agree to the Union's request for a 4% increase in wages if the Union would agree to share a cost of health care benefits as proposed by the Township.

RECOMMENDATION

Based upon the record developed in this case, the Union's proposal for a 4% wage increase for each year of the Agreement is recommended. The record reveals that there are only three other municipalities in the area, more specifically Trumbull County, Ohio, in which the police officers are lower paid than the Township. In addition, the Township would agree to the 4% increase if the Union agreed to share the cost of health care benefits. Below, this Fact Finder recommends the Township's proposal with regard to the health care benefits.

ISSUE 2B: ARTICLE 25- LONGEVITY

With regard to longevity, the Agreement currently reads:

Section 4. During the term of the Agreement longevity shall be paid on the employee's anniversary date according to the following scale:

Seniority	Longevity Amount
6 years of seniority	\$ 250 annually
12 years of seniority	\$ 500 annually
18 years of seniority	\$ 750 annually
24 years of seniority	\$1000 annually

The Union wants to change the longevity provision as follows:

Seniority	Longevity Amount
5 years of service	\$ 250 annually
10 years of service	\$ 500 annually
15 years of service	\$ 750 annually
20 years of service	\$1000 annually
25 years of service	\$1250 annually

The Township desires that Section 4 of Article 25 remain unchanged.

RECOMMENDATION

The Union's proposal for a change in the longevity years and amounts is not recommended by the fact Finder. A review of the statistics indicates that several municipalities with similar populations have lower longevity payments for police officers. The current longevity amounts are fair and reasonable.

ISSUE 4: **ARTICLE 28 - UNIFORM ALLOWANCE**

The Agreement currently reads:

Section 1. Effective May 1, 1999, all non-probationary full-time employees shall receive an annual Uniform Allowance in the amount of six hundred dollars (\$600). This amount will be increased to six hundred twenty-five dollars (\$625) on May 1, 2000, and to six hundred fifty dollars (\$650) on May 1, 2001. This amount shall be paid by separate check in the pay period closest to June 1 of each year.

The Union seeks to increase the amount of the Uniform Allowance by \$25 for each of the three years of the new Agreement, as follows:

Section 1. Effective May 1, 2002, all non-probationary full-time employees shall receive an annual Uniform Allowance in the amount of six hundred seventy-five dollars (\$675). This amount will be increased to seven hundred dollars (\$700) on May 1, 2003, and to seven hundred twenty-five dollars (\$725) on May 1, 2004. This amount shall be paid by separate check in the pay period closest to June 1 of each year.

The Township is adverse to the Union's proposed increase in the Uniform Allowance and it has requested that receipts be provided for payment of the uniform allowance.

RECOMMENDATION

The Fact Finder recommends that the Union's request for an increase in the Uniform Allowance of \$25 per year for each year of the Agreement be included in the new Agreement. The proposal is fair and reasonable and the record reveals that the Township's last offer was to increase the Uniform Allowance by \$20 per year for each year of the new Agreement.

ISSUE 4A: ARTICLE 29 - INSURANCE

The Agreement currently reads as follows:

Section 1. - - The Employer shall provide comparable hospitalization and medical insurance as in effect as of the date of execution of this Agreement. The Employer agrees to pay all necessary premiums for the maintenance of such insurance coverage throughout the duration of this Agreement.

The Union proposes to modify the language of Article 29, Section 1 as follows:

Section 1. The Employer shall provide substantially similar hospitalization and medical insurance as in effect as of the date of execution of this Agreement. The Employer agrees to pay all necessary premiums for the maintenance of such insurance coverage for the first year of the contract. On May 1, 2003, the employees will be responsible for fifty (50%) of any employees premiums over one thousand seventy-nine and forty three (\$1,079.43) dollars in a month, up to twenty five (\$25) dollars. On May 1, 2004, the employees will be responsible for fifty (50%) per cent of any employees premiums over one hundred and ten (110%) percent over the previous years family rate in a month, up to thirty (\$30) dollars. Any money to be paid by the employees toward the premiums shall be evenly divided and paid for by all employees.

The Township has proposed the following change to Article 29, Section 1:

Section 1. The Employer shall provide comparable hospitalization and medical insurance as in effect as of the date of execution of this Agreement. The Employer agrees to pay all necessary premiums for the maintenance of such insurance coverage for the first year of the contract. On May 1, 2003, the employees will be responsible for fifty (50%) of any employees premiums over one thousand (\$1,0000) dollars in a month, up to twenty-five (\$25) dollars. On May 1, 2004, the employees will be responsible for fifty (50%) of any employees premiums over one thousand (\$1,0000) dollars in a month, up to forty (\$40) dollars. Any money to be paid by the employees toward the premiums shall be evenly divided and paid for by all employees.

RECOMMENDATION

It is recommended, after review of the record in this case, that the Township's proposal with regard to hospitalization and medical insurance be included in the new Agreement. There is no doubt that the payment of health insurance premiums has become a major concern nationwide. The Township's proposal is found to be fair and reasonable. There will be no change in the first year of the new Agreement and thereafter the contribution from employees is capped at \$25 per month during the second year and \$40 per month during the third year. Meanwhile the Township will seek comparable coverage at a less expensive premium than currently paid. The Township has also expressed a willingness to form a committee to maintain the quality of coverage and reduce the cost.

ISSUE 4B: ARTICLE 29 - INSURANCE

The Agreement currently reads:

Section 2. The Employer will provide and pay the full premiums for all full-time employees for a life insurance policy in the face value of twenty-five thousand dollars (\$25,000).

The Union seeks to increase the amount of life insurance from \$25,000 to \$50,000.

The Township desires to keep the provision as it currently exists.

RECOMMENDATION

No change in Article 29, Section 2 is recommended by the Fact Finder at this time. It is found that the current amount of coverage for life insurance is fair and reasonable. No cost analysis for this increase in insurance was provided for review.

ISSUE 5: ARTICLE 30 - MISCELLANEOUS

The Agreement currently reads as follows:

Section 6. The Employer shall continue to make contributions into the Public Employees Retirement System of the State of Ohio at the rate of 9% calculated via the Fringe Benefit PERS pickup method.

The Union proposes to increase the rate of the pickup to 10.1%.

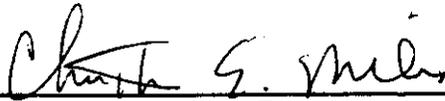
The Township is adverse to any increase in the rate at this time.

RECOMMENDATION

The Fact Finder does not recommend any change to Article 30, Section 6. A review of the record reveals that the Union's request reflects the change in the employees' portion of the PERS. However, the employee portion has increased over the years but the 9% contribution has been maintained for the police officers. The Township does not pay the full contribution for its other bargaining unit's PERS. The current rate of contribution is fair and reasonable.

CONCLUSION

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.



Christopher E. Miles, Esquire
Fact Finder

May 28, 2002