STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD
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FACT-FINDING PROCEEDING
03-MED-05-0577

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., Employee Organization	:
and	:
FIVE RIVERS METRO PARKS, Public Employer	:

REPORT AND RECOMMENDATIONS OF THE FACT-FINDER
DANIEL N. KOSANOVICH
ISSUED: February 9, 2004

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REPORT AND RECOMMENDATION

I. Background and Procedural History

The bargaining unit was certified on October 14, 1997, and consists of approximately 27 employees of the Five Rivers Metro Parks. The bargaining unit includes: Full-time and part-time Rangers, including Ranger Service I, Ranger Service II, and Ranger Sergeant. The unit description excludes the Ranger Chief, the Ranger Captain, the Ranger Lieutenant, and the Park Manager with law enforcement responsibilities.

The parties' predecessor collective bargaining agreement expired by its terms on August 10, 2003. In an effort to negotiate a successor agreement the parties met on July 17, 24, 31, August 14, 21, 28, September 11, 25, and October 2, 6, 16, 2003. In addition, mediation sessions were conducted on December 4 and December 18, 2003.

The Employer and the Union agreed to maintain the status quo with respect to the following provisions contained in the predecessor collective bargaining agreement: Article 1—Intent and Purpose; Article 2—Recognition; Article 3—Dues Deduction; Article 4—Management Rights; Article 5—No Discrimination; Article 6—No Strike—No Lockout; Article 9—Labor-Management Committee; Article 10—Representation; Article 13—Layoff and Recall; Article 14—Wage Schedule for Covered Employees; Article 16—Training; Article 18—Filling Positions; Article 20—Safety; Article 21—Rules and Regulations; Article 25—Vacation; Article 26—Bulletin Board; Article 28—Savings Clause; and Article 29—Modification. The remaining articles of the collective bargaining agreement were addressed by the parties in negotiations and/or mediation.

As of December 4, 2003, (the first mediation session) there were eight open issues. Those issues were health insurance, internal investigations, the drug and alcohol policy, wages, Officer-in-Charge pay, Field-Training-Officer compensation, mid-term bargaining, and duration. Through the course of the mediations, the parties were able to reach agreement on all issues, except the "promotional/differential" issue.

The parties agreed on two health care plans--plans #219 and #232. For Plan #219, the employee contribution to premium cost for 2004 is $40.00 for single coverage and $85.00 for family coverage. For 2005 and 2006, the employee contribution to premium cost is $50.00 for single coverage and $95.00 for family coverage. The deductibles are $200.00 for single coverage and $400.00 for family coverage. If an employee chooses to opt out of coverage, that individual will receive either $840.00 or $1800.00 depending on whether the coverage waived is single or family coverage.

For Plan #232, the employee contribution to premium cost in 2004 is $25.00 for single coverage and $45.00 for family coverage. For 2005 and 2006, the employee contribution to premium cost will be $35.00 for single coverage and $55.00 for family coverage, if the Plan is continued in those years. Employees selecting Plan #219 will receive a one-time payment of $150.00 for single coverage and $250.00 for family coverage.

In addition, the parties agreed to the principle that if any non-union employees are offered health insurance coverage at a lesser cost than set forth above, the bargaining unit members will be entitled to avail themselves of the lower cost.

With respect to an across the board wage increase, the parties agreed to the following increases effective January 1 of each contract year: 2004—3.25%; 2005—

3.5%; and 2006—3.5%. The parties also agreed that the Field-Training-Officer's pay and that of the Officer-in-Charge shall be increased by $1.00 per hour.

The language agreed to by the parties on the issues of internal investigations and the drug and alcohol testing policy is set forth in the documents initialed on December 18, 2003 and is incorporated herein by reference. The Union's proposal for mid-term bargaining was withdrawn on December 18, 2003.

The final matter settled through mediation is the contract's duration. The duration is three years.

The fact-finding hearing concerning the wage scale differential issue was conducted on January 23, 2004. The parties agreed that the fact-finding report would be issued on or before February 17, 2004.

II. Criteria

In compliance with Ohio Revised Code Section 4117.14 (G)(7) and the Ohio Administrative Code 4117-9-05(J), the Fact-Finder considered the following criteria in making the recommendations contained in this Report.

1. Past collectively bargained agreements between the parties;
2. Comparison of unresolved issues relative to the employees in the bargaining units with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on normal standard of public service.

4. The lawful authority of the public employer;
5. Stipulations of the parties; and
6. Such factors not confined to those listed above, which are normally or traditionally taken into consideration.

III. Findings and Recommendations

The positions taken by the parties on the wage differential issue are straightforward and concise.

Union's Position

The Union proposes a 4% increase in the wage differential between Ranger and Sergeant pay scales. The current collective bargaining agreement provides for a 6% wage differential. Adopting the Union's proposal will raise that differential to 10%.

In support of its position the Union placed into evidence comparable wage differentials from other entities around the State. The wage differentials cited by the Union range from 10% to 29%. The average differential for those entities referenced in the Union's exhibit is 14.6%. The Millcreek Metro Parks wage differential between Ranger and Sergeant is 29% and skews the comparison slightly higher. Eliminating Millcreek from the calculations produces an average differential of 13.5%. The average differential of 13.5% is certainly higher than the 6% differential enjoyed by Five Rivers Metro Parks Rangers and Sergeants.

According to the FOP/OLC, Inc., the comparables provide compelling data to support the Union's demand in this case. Moreover, the Employer has not raised an inability to pay defense.

Employer's Position

The Employer's position as set forth in its pre-hearing statement is to maintain the status quo. "The hourly pay differential between full-time Rangers and full-time Sergeants is six percent, as indicated in the Wage Schedule in Addendum A."

The Employer's position is one based primarily on internal equity. Some semblance of a wage differential must be maintained between the Sergeants and the Lieutenants. With a 10% wage scale differential between Sergeants and Rangers, the Sergeants' base pay in 2004 would be $49,358.00. The Lieutenants are paid between $48,942.00 and $54,226.00. With overtime averaged into the equation, the Sergeants' pay range would be from $50.550.00 to $58,137.00, thus exceeding the compensation for the Lieutenants. The Union's proposal results in an internal inequity that cannot be countenanced.

The Employer also notes that the Union's comparables are to be given very little weight, if any, because only two of the entities referenced were metro parks. The others referenced in the Union's data were police or sheriff's departments.

Recommendation

This recommendation must strike a proper balance between the claims made by the parties. Also, the balance must be struck against the backdrop of the parties' collective bargaining history and the Employer's financial status.

The Employer's financial condition is stable. An inability to pay defense was not raised in this case. There is no data or evidence to support a claim that the Employer is unable to fund an increase in the wage scale differential.

As noted in the Union's pre-hearing submission, the parties, through collective bargaining, have established and maintained a wage scale differential for "at least six years." Further review of the information provided by the Union indicates that the wage scale differential prior to the 2001-2003 collective bargaining agreement was a 5% differential between Rangers and Sergeants. That differential was increased by 1% to 6% in the last round of collective bargaining.

Past collective bargaining activity between the parties on a compensation issue is a powerful tool in determining the proper recommendation. The Union's proposal of a 4% increase in the wage scale differential (from 6% to 10%) is not in keeping with the parties' agreement to a modest increase in the differential during the last round of negotiations and, therefore, cannot be recommended. However, in striking the balance referenced above, a modest increase in the wage scale differential is warranted.

It is recommended that the wage scale differential between the Ranger pay and Sergeant pay be increased 1%--from 6% to 7%--in the first year of the contract. This recommendation mirrors what the parties accomplished in the last round of bargaining and strikes the proper balance between the positions adopted by the Union and the Employer.

Respectfully submitted,

Daniel N. Kosanovich
Fact-Finder
February 9, 2004