

STATE EMPLOYMENT
RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

2004 AUG 25 A 10:47

BETWEEN

THE STARK COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL INC.

BEFORE: Robert G. Stein

SERB CASE NO. 03-MED-10-1132

PRINCIPAL ADVOCATE FOR THE UNION:

Chuck Choate, Labor Relations Representative
FRATERNAL ORDER OF POLICE/ O. L. C., Inc.
2721 Manchester Road
Akron OH 44319

and

PRINCIPAL ADVOCATE FOR THE SHERIFF:

Vivianne Whalen, Esq.
STARK COUNTY SHERIFF
4500 Atlantic Blvd. NE
Canton OH 44705

INTRODUCTION

The bargaining unit is comprised of approximately nine (9) employees holding the classifications of Lieutenant and Captain. The Fact-finder, appointed by the State Employment Relations Board ("SERB") under ORC 4117.14, first attempted to mediate the five (5) that were in dispute. The parties first reached tentative agreement on the duration of the Collective Bargaining Agreement. It is to run from January 1, 2004 through December 31, 2006 (See parties' TA).

Through the continued expert efforts of the parties and assisted by the Fact-finder, the parties reached tentative agreement on all but one area of dispute, Wages and Longevity Payments (See parties' TAs). Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of the parties' proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 Article 36 WAGES & LONGEVITY PAYMENTS

Union's position

SEE UPS

Employer's position

SEE EPS

Discussion

The Union is seeking to increase their rank differential by 1% for Lieutenants and Captains. The Union bases its position on the fact the Sergeants' bargaining unit received a 1% increase in their rank differential above Deputies. The Deputies' contract settled and was retroactive to January of 2004. The negotiated differential for the Lieutenant's and Captain's bargaining unit automatically elevates their wages by the across-the-board increase by a factor of 20% for Captains and 16% for Lieutenants. The Captains and Lieutenants also benefited exponentially by the bump in differential negotiated by the Sergeants. The Employer's position and supportive data are persuasive in this matter, particularly in a county that has experienced prolonged financial difficulties.

In addition, it is a matter of record that Stark County has recently been impacted by a series of new economic setbacks triggered by major employer cutbacks and closing. The simple fact is that the County has not been able to take advantage of what appears to be a gradual, yet uneven improvement in the national economy. The announcements of plant closings and layoffs come during a period when the additional burden of funding cutbacks from the State of Ohio have seriously impacted the County's budget.

Two years ago the state of Ohio negotiated no wage/no step increase contracts, with substantial increases in employee health care premiums (for the 1st two years) with all of its unions. The state was forced to take this position due to a shortfall in revenue. The shortfall promised to affect local governments during subsequent months. The predictions proved to be true, and many counties, school districts, and cities in Ohio are facing layoffs and financial difficulties. Given the automatic increase effectuated by the Sergeant's settlement and the general financial state of the County's finances (from the standpoint of reduced revenues and increasing healthcare costs, See Ex D), the Union was unable to overcome the reality of these economic forces to justify an increase in differential.

However, the facts in this case also reveal there is a majority of bargaining unit members who will be eligible for retirement during the life of the Collective Bargaining Agreement. Given the demographic make-

up of the bargaining unit, the Union made a convincing case for a one-time cost-neutral differential to be provided to employees during the last twelve (12) months of their regular employment. It is to be offered to the many bargaining unit members who will be considering retirement over the life of the Collective Bargaining Agreement and will be funded by lower probationary wages. The differential has the long-term benefit of providing employees with greater benefits in their last year of retirement, and is likely to enhance their retirement pay by virtue of the formula used by the retirement system for safety forces. However, the Union and the Employer stressed the value of said employees and insisted that any cost-neutral differential must be voluntary.

New Sections 6 and 7 that address the cost neutral differential are added to Article 36.

Recommendation

See Appendix A

ISSUE 2 Article 19 INSURANCE

Union's position

SEE UPS

Employer's position

SEE EPS

Discussion

The Employer's proposal on health care reflects what is commonly occurring throughout the state of Ohio. It also represents the need for the County to have the ability to react to the accelerating costs associated with health insurance. A more permanent solution to addressing this serious issue will most likely have to occur at a national level. However, in the meantime employers must be able to use the advantage of the largest pool of employees to keep health care premium costs as low as possible. It is also important to note that other employees in Stark County are bound by the understanding contained in the Employer's proposed language (e.g. sergeant's and deputy's contracts).

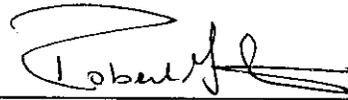
Recommendation

See Appendix B

TENTATIVE AGREEMENTS

During negotiations, mediation, and fact-finding the parties reached tentative agreement on several issues and on "clean-up" language that corrected grammar and typographical errors. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 23rd day of August 2004 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder

ARTICLE 36

WAGES AND LONGEVITY PAYMENTS

SECTION 1. Effective at the signing of this Agreement, there shall be a differential between the base hourly rate of Lieutenants and the base hourly rate of the highest paid Sergeant/CSI. The differential shall be 20%. Base hourly rate of the highest paid Sergeant/CSI shall be calculated from the top step of the Sergeant/CSI salary schedule.

Effective at the signing of this Agreement, there shall be a differential between the base hourly rate of Captains and the base hourly rate of the Lieutenants. The differential shall be 16%. (See attached salary schedule).

SECTION 2. In addition to the regular rates of pay as set forth above, a bargaining unit member shall receive longevity pay annually in accordance with the following schedule:

Effective at the signing of this Agreement, employees who have completed more than four (4) but less than fifteen (15) years of service by December 31st of the appropriate year shall be paid longevity pay of three percent (3%) of the employee's gross pay. Employees who have completed fifteen (15) years or more of service by December 31st of the appropriate year shall be paid longevity pay of Four (4%) of the employee's gross pay. Such payments shall be made in the last pay of December the year in which longevity is earned.

SECTION 3. In the event the employee retires prior to December 31st, he or she shall receive an appropriate proportion of such longevity pay. There shall be no proportionate or prorate payment of longevity pay in the event of loss of seniority for any reason other than retirement.

SECTION 4. Effective at the signing of this Agreement, and in addition to the regular rate of pay for bargaining unit members set forth in this Agreement and in conjunction with the existence of rotating tours of duty for bargaining unit members, there shall be a shift differential which applies as follows:

- A. Bargaining unit members are entitled to pay at their regularly scheduled rate plus a differential of forty-five cents (\$.45) per hour for regularly scheduled non-overtime work when the majority of their work occurs between 2 p.m. and 10 p.m.; or thirty (\$.30) per hour for regularly scheduled non-overtime work when the majority of their work occurs between 10 p.m. and 7 a.m. A bargaining unit member who is assigned by management to work another shift (8 {8} hour day) other than the posted scheduled shift is entitled to pay at his regularly scheduled rate, plus an addition of fifty (\$.50) per hour for

regularly scheduled non-overtime work. The fifty cents (\$.50) per hour will not be added to any other shift differential allowance.

- B. Bargaining unit members shall receive a pay differential only for hours scheduled and worked and shall not be given differential when on paid leave time.
- C. The shift differential will be treated as part of the basic rate for computation of overtime.
- D. The shift differential is paid to a bargaining unit member in addition to his basic rate of pay for the regular tour of duty starting within the hours designated above. However, any overtime hours worked in conjunction shall not be eligible for shift differential unless the employee works another full tour of duty. (For example, a bargaining unit member worked a regularly scheduled day tour of duty from 6 a.m. to 2 p.m. and then works from 2 p.m. to 6 p.m. This employee receives no additional differential compensation. However, an employee who works the regular tour of duty from 6 a.m. to 2 p.m. then works from 2 p.m. to 10 p.m. shall have completed a second full tour of duty and will be entitled to the appropriate differential compensation for these hours of 2 p.m. to 10 p.m.)
- E. In the event of an emergency circumstance, the Employer may place a Bargaining unit member into a swing shift position (defined as being scheduled to work three (3) different shifts within the same pay period) for the duration of the emergency. Bargaining Unit Members in this swing shift position shall receive an additional fifty cents (\$.50) per hour for any hours worked while assigned to the swing shift.

SECTION 5. Any probationary employee in the bargaining unit shall remain one (1) step behind the other bargaining unit members. This step shall be 6.5% less than the base hourly rate earned by bargaining members. However, upon the successful completion of his or her probationary period, such employees shall move to the same step of the salary schedule as the other bargaining unit members. __

SECTION 6. In addition to any other probationary rate referenced in this article, any probationary lieutenant will receive a 3% reduction in the base hourly rate earned by bargaining members and any probationary captain will receive a 5% reduction in the base hourly rate earned by bargaining members.

SECTION 7. Bargaining unit members who meet the necessary years of service to retire under PERS as lieutenants, shall receive a lump sum payment representing 3% of their gross wages earned within the past year from the date of retirement. In order to be eligible for this payment, the

lieutenant must retire under PERS. Said payment shall be made at the time of the lieutenant's last paycheck by separate check. Any other form of retirement or resignation other than a PERS years of service retirement is not eligible for payment of this bonus.

Bargaining unit members who meet the necessary years of service to retire under PERS as captains shall receive a lump sum payment representing 5% of their gross wages earned within the past year from the date of retirement. In order to be eligible for this payment, the captain must retire under PERS. Said payment shall be made at the time of the captain's last paycheck by separate check. Any other form of retirement or resignation other than a PERS years of service retirement is not eligible for payment of this bonus.

ARTICLE 19
INSURANCE

SECTION 1. The Employer agrees to continue, for the life of this Agreement, the same insurance coverage as provided to all other County employees under the County's Group Insurance Plan.

If the Union chooses to and makes arrangements to present another option of insurance coverage to the employees, provided the Employees qualify for such insurance coverage, Employees may choose this other option through a Stark County Sheriff group plan option. If the cost of the optional insurance exceeds the amount paid by the Employer or the County under the County's Group Insurance Plan, the Employee will pay the difference, which amount will be deducted each month from the Employee's payroll check.

In the event the County Commissioners adopt a countywide premium co-payment, the employees covered by any of the group health insurance plans will pay such co-payment towards the monthly premium for the insurance, to be made by payroll deduction. The co-payment referenced herein shall only take place if all Stark County employees who participate in the group health insurance plan also make the insurance premium co-payment.