

2005 JUL 13 P 12: 07

FACT FINDING PROCEEDINGS
CASE NOS. 04-MED-07-0698, 0699, 0700

PERKINS TOWNSHIP	:	
	:	
The Employer	:	
	:	
and	:	<u>FACT FINDING AWARD</u>
	:	
	:	
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.	:	
	:	
The Union	:	

APPEARANCES

For the Employer:

John Coppeler, Attorney
 Tim McClung, Police Chief
 Jerry B Baumgardner, Township Trustee
 J.T. Paskoe, Township Trustee
 Robert J. Kowalk, Township Trustee
 Pamela Hartung-Kellem, Township Clerk

For the Union:

Dennis Sterling, Staff Representative

MARVIN J. FELDMAN
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I. SUBMISSION

These matters came before this fact finder on the agreed scheduled date of June 30, 2005 at the conference facility of the employer located at the Township Hall, at Ohio Route 250 and Ohio Route 2, Perkins Township, Ohio, whereat the parties discussed the issues and presented some evidence to the matters at hand. The fact finder noted that the jurisdiction in these cases extended over the sworn officers, the dispatchers and sergeants and above, all in the Police Department of Perkins Township, Ohio. It was upon all of the evidence and discussion by the parties with the fact finder present, that the following Award was found to be fair, just and reasonable. It might be noted by the fact finder that the staff representative of the union appeared without assistance. An offer of continuance was made, but the union representative stated that he was totally prepared to proceed. I wish to state that both parties were fully prepared and presented their positions extremely well.

II. STATEMENT OF FACTS

The following is the Award of the fact finder after due consideration.

Findings:

1. **Article 15 - Vacation**

Section 2 - Vacations may be taken in units of not less than eight (8) hours. (Current language maintained)

2. **Article 16 - Holiday Pay**

Section 2. An employee shall have the option of taking a day off 30 days before or 30 days

after a holiday in lieu of the actual holiday or taking payment for each accrued holiday at the employee's base wage or salary. Payment for each holiday shall be paid into a bank account for each employee in the pay period in which the holiday occurs. Such accounts shall be separate Christmas-club style accounts created for each employee with the employer's financial institution and payable to the employees on or after November 30 of each year.

Section 3. Employees shall be eligible for holiday pay after they have completed forty (40) weeks of employment.

3. **Article 21 - Miscellaneous**

Section 2. Patrol Officers' Automobile Assignment. All employees hired prior to January 1, 2005 shall be assigned a cruiser upon completion of one (1) year of service and shall be allowed to use the cruiser to go to and from work. Employees who live outside Erie County and those hired after January 1, 2005 shall not be eligible for this program. This provision for assignment of cruisers to employees shall terminate and be eliminated from the agreement of the parties effective as of the date preceding the final date of the term of this agreement.

4. **Article 22 - Insurance**

Section 1. Health Insurance. The Employer shall maintain for each employee health and hospitalization insurance at the coverage existing at the time of the signing of this Agreement at Employer's expense, except that the Employer shall deduct thirty-five dollars (\$35.00)

from the employee's salary each pay period to apply to the cost of such insurance. Coverage for an employee's spouse shall be provided only where the spouse has no coverage available through the spouse's own employment. If an employee and the employee's spouse each have separate health insurance coverage and they also have dependent children, their dependent children shall be covered under the health insurance policy of the spouse whose birth date occurs first in the calendar year. Coverage for an employee's dependent children shall otherwise be provided only where there is no coverage for such children under a spouse's health insurance policy or where there is an order for the employee to provide such coverage made by a court of competent jurisdiction.

If the Employer intends to provide dental, optical or a prescription card under any substitute coverage to be obtained during the term of this Agreement, the Employer shall negotiate with the Union concerning the coverage to be substituted for the existing coverage.

Section 3. Any change in the amount to be deducted from the employee's salary each pay period for such insurance shall be negotiated in April of each year of this Agreement by the Employer and the Township's Insurance Committee, comprised of three (3) representatives each from the Fire, Police, and Highway Departments, and one (1) representative from the administrative staff, and the three (3) Township Trustees. The determination of the Insurance Committee as to the amount of deduction and the effective date thereof shall be binding on all Township employees.

5. **Article 24 - Wages**

Section 1. Wages. Wages shall be as in Appendix C.

Section 2. Longevity Pay. Longevity compensation shall be paid to all employees covered by this agreement at the following rates:

<u>YEARS OF SERVICE</u>	<u>PAY</u>
4-9 years of service	\$32.00 per year of service
10-14 years of service	\$40.00 per year in the tenth year
15 years of service and over	\$48.00 per year beginning in the fifteenth year

Longevity compensation will be paid to each employee for years of service with the Perkins Township Police Department, with such pay to be included in the employee's first regular paycheck following their anniversary date.

Section 7. Severance Pay. An employee, upon resignation from the Department, shall receive payment for thirty percent (30%) of unused sick leave up to one hundred twenty (120) days with payment being for a maximum of 288 hours and full payment for all accumulated or unused personal days, holidays, vacation leave, and overtime. Payment shall be based on the employee's base wage at the time of resignation or retirement. An employee must have a minimum of ten (10) years service in order to be eligible for payment of unused sick leave upon resignation. An employee upon retirement or death shall receive payment

for fifty percent (50%) of his/her unused sick leave up to 480 hours, but such payment shall in no event exceed \$10,000.00. Employees who retire under normal service retirement shall have completed at least fifteen (15) years of service with the Perkins Township Police Department to qualify. In case of death the employee's spouse or estate shall receive payment.

Section 8. Shift Differential Pay. Employees working more than four (4) consecutive hours on any shift other than first shift shall receive additional pay of \$0.30 per hours for all hours worked on such other shifts.

6. **Article 28 - Direct Deposit** (New Article 28; old Article 28 becomes Article 29)

Section 1. The Employer will develop and administer a direct deposit program at a financial institution chosen by the Employer. Direct deposit of wages to the employee's financial institution will be coordinated through the payroll administrator for the Employer.

Section 2. The financial institution chosen by the Employer shall provide for up to five separate disbursements for each employee utilizing the direct deposit program.

Section 3. The use of direct deposit shall be mandatory for all employees hired after January 1, 2005, and optional for employees hired prior to January 1, 2005 until January 1, 2007, after which direct deposit shall then be mandatory for all employees regardless of date of hire.

Section 4. Direct deposit funds shall be in the employee's direct deposit accounts no later than midnight on Thursday of the pay week.

Section 5. Employees in the direct deposit program will still receive a statement of earnings, consistent with the current statement of earnings provided with each payroll check.

7.

APPENDIX B

EXPLANATION OF HEALTH CARE DEDUCTIBLES AND CO-PAYS

An employee shall be liable for the deductible limits of the health and hospitalization insurance as provided in the contract between the Township and its health insurance provider.

The Township shall not be responsible for the payment of any deductibles or co-payments on behalf of employees, for charges not covered by the health insurance contract, nor for any amounts charged by health care providers in excess of the amount covered under the Township's health insurance provider.

Further explanation and/or limitations are explained in more detail in the Perkins Township Health Care Plan booklets.

8.

APPENDIX C

RATES OF PAY

There shall be a 10% wage differential established between the base wages for Patrol Officer A and Sergeant, and between Sergeant and Lieutenant, calculated using the third year base wage of Patrol Officer A in the parties' agreement for the period November 1, 2001 through October 31, 2004.

All employees shall be paid a \$1,500.00 lump sum payment of wages for the first year of this agreement, and a three percent (3%) increase in base wages over year 3 of the prior agreement for years two and three of this agreement.

9. **Tentatively Agreed Articles**

Changes to **Articles 9** (Probation), **13** (Job Related Illness or Injury), **17** (Personal Days), **18** (Hours of Work/Overtime), **23** (Uniform and Equipment Allowance), **26** (Dues and Fair Share Fee) and **28** (to become Article 29, Duration) are approved.

III SUMMARY OF RESULTS

In summary, the following is stated.

1. Vacations - current language retained, requiring use of vacation in eight (8) hour increments.
2. Holiday Pay - Employer to deposit holiday pay into Christmas-club style bank account for each eligible employee as each holiday occurs, with funds to be available to employees on or after November 30 each year. Employees will be eligible after 40 weeks of employment.

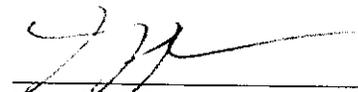
3. Direct Deposit - Mandatory for new hires after January 1, 2005, elective for all other employees until January 1, 2007, after which direct deposit of pay becomes mandatory for all employees.
4. Automobiles - Current provisions continue until the day prior to expiration of contract, at which time no automobiles will be provided under contract.
5. Health Insurance - \$35.00 to be contributed per participating employee per pay for health insurance coverage; enrollment of employed spouses in coverage available through spouse's employer mandatory; dependent children eligible for coverage under either spouse's insurance shall be covered under policy for spouse whose birthday first occurs in calendar year, except for court-ordered coverage through employee's insurer; participation with representatives of other employee units and Trustees in review in April of each year of amount of employee contributions to premiums is required.
6. Wages - 10% differentials between Patrol Officer A and Sergeant, and between Sergeant and Lieutenant established; \$1,500.00 payment for year 1 of agreement, and 3% increases in years 2 and 3; no senior patrol officer designation or pay; \$0.30 per hour wage differential; longevity pay increased to \$32.00 for 4-9 years with department, \$40.00 for years 10-14, and \$48.00 for more than 15 years with department. Longevity to be paid as part of regular paycheck of employee.

7. Severance - 30% of resigning employee's unused sick leave, up to 288 hours, to be paid to employees who resign with 10 or more years of employment with the department; 50% of retiring or deceased employee's unused sick leave up to 480 hours, with cap of \$10,000.00, to be paid to employees who die at any time while employed with the department or to those who retire after 15 years of service with the department.

8. Tentatively Agreed Articles - Approved

IV AWARD

All as stated above.



Marvin J. Feldman, Arbitrator

Made and entered
this 11th day
of July 2005.