

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

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**IN THE MATTER OF  
THE FACT FINDING**

**Between**

**POLAND TOWNSHIP**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Patrol Officers)**

**SERB Case No. 05-MED-10-1139**

**Before:**

**CHRISTOPHER E. MILES, ESQUIRE  
Fact Finder**

**Appearances:**

**David A. Shepherd, Esquire  
Turner, May & Shepherd  
Representing the Township**

**Kevin Powers, Esquire  
OPBA  
Representing the Association**

## **BACKGROUND**

This case concerns the fact finding proceedings between Poland Township Board of Trustees (hereinafter referred to as the "Township") and the Ohio Patrolmen's Benevolent Association representing the Patrol Officers (hereinafter referred to as the "Union"). By letter dated December 16, 2005, 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 Administrative Code Rule 4117 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 several provisions for the new collective bargaining agreement; however, the following issues remained unresolved:

- Article 20 – Vacations
- Article 21 – Sick Leave
- Article 22 – Sick Leave Bonus
- Article 27 – Compensation
  - Safe Driving Bonus
  - Shift Differential
- Article 28 – Uniform Allowance
- Article 29 – Insurance
- Article 36 – Duration
- New Article – Firearms Proficiency Bonus

The items which were resolved by the parties during negotiations prior to the fact finding hearing are hereby incorporated in this fact finding report.

The Township was represented by David A. Shepherd, Esquire, and the Union was represented by Kevin Powers, Esquire. Prior to the fact finding proceedings, which were conducted at the Township Administration Building in Poland, Ohio, on July 31, 2006, the Fact Finder offered, and the parties agreed, to attempt mediation of the unresolved issues. A fact finding hearing was then conducted and the parties were afforded full opportunity to present testimony and evidence, as well as arguments, in support of their positions. As a result of those deliberations, the Fact Finder makes the Findings and Recommendations set forth below.

## **FINDINGS AND RECOMMENDATIONS**

After consideration and a thorough review of the financial information and documentation supplied by the parties, the Fact Finder makes the following recommendations:

**Article 20  
Vacations**

The Township proposes a change in the current language to provide that “no two (2) employees would be permitted to be on vacation at any one time.” In addition, the Township proposes to add that “No employees may use A.T. time or personal leave time while another employee is on vacation.” The rationale for the proposed language is in order to facilitate scheduling. The Union proposes the current language be retained.

**Recommendation**

The Fact Finder does not recommend the inclusion of the language proposed by the Township. The scheduling of vacations is currently subject to approval by the Chief of Police. If the staffing is such that two officers can be on vacation at the same time and the Chief approves it, there is no reason for such a prohibition. Therefore, it is recommended that the Township’s proposed language not be included in the Agreement.

**Article 21  
Sick Leave**

The Union proposes that sick leave be accrued without limit. The current language at Section 2 provides that “sick leave shall not accumulate more than one hundred fifty (150) days (1,200 hours).” The Township proposes that the cap on sick leave accumulation remain in effect.

**Recommendation**

After review of the particular circumstances surrounding this matter, the Fact Finder recommends that the current cap on sick leave be increased to one hundred seventy-five (175) days (1,400 hours). There would be no additional cost to the Township since the language in Section 6 concerning the pay out to employee for accumulated but unused sick leave remains the same. Furthermore, an increased bank of sick leave may assist employees in dealing with a catastrophic illness and also discourage the use of sick leave when the possibility of losing the benefit exists.

**Article 22  
Sick Leave Bonus**

The current language provides for a sick leave bonus of \$100.00 to full-time patrol officers who have perfect attendance for the period from January 1 through June 30 and from July 1 through December 31 of each calendar year, and a \$75 sick leave bonus to officers who

used no more than eight (8) hours of sick leave during the same periods. The Township proposes the deletion of this provision. The Union opposes the elimination of the sick leave bonus.

### **Recommendation**

The Fact Finder recommends that the Sick Leave Bonus be deleted from the parties Agreement. This is in conjunction with the deletion of the Safe Driving Bonus in Article 27, Section 6 and the recommendation of the new proposal of the Township for a Firearms Proficiency Bonus.

### **Article 27 Compensation**

The Union proposes four percent (4%) across the board increases for full-time Patrol Officers. The Township proposes a new employment pay scale for all full-time officers hired for full-time positions after January 1, 2006.

### **Recommendation**

After review and consideration of the documentation and arguments submitted by the parties, including comparatives, it is recommended that the employees in the bargaining unit receive wage increases of three percent (3%), effective January 1, 2006 and three percent (3%) effective January 1, 2007, as follows:

#### **Section 1. Effective January 1, 2006, the hourly rate paid shall be as follows:**

Hire to one year	(80%)	\$17.87
1 year plus to 2 years	(85%)	\$18.99
2 years plus to 3 years	(90%)	\$20.11
3 years plus to 5 years		\$22.34
After 5 years		\$22.86
After 6 years		\$22.96
After 7 years		\$23.06
After 8 years		\$23.16
After 9 years		\$23.27
After 10 years		\$23.37

#### **Section 2. Effective January 1, 2007, the hourly rate paid shall be as follows:**

Hire to one year	(80%)	\$18.41
1 year plus to 2 years	(85%)	\$19.56
2 years plus to 3 years	(90%)	\$20.71
3 years plus to 5 years		\$23.01
After 5 years		\$23.54
After 6 years		\$23.65
After 7 years		\$23.75
After 8 years		\$23.86
After 9 years		\$23.97
After 10 years		\$24.07

The Fact Finder specifically rejects the Township's new two-tier wage scale proposal because it would result in a seven year probationary period which is unreasonably long.

Section 6. The Township proposes the deletion from the contract of the Safe Driving Bonus of \$100.00 per year. The Union opposes the elimination of this provision.

#### **Recommendation**

The Fact Finder recommends that the Save Driving Bonus be deleted from the parties Agreement. This is in conjunction with the deletion of the Sick Leave Bonus in Article 22 and the recommendation of the new proposal of the Township for a Firearms Proficiency Bonus.

Section 5 and Section 7. The Township is proposing the payment of a shift differential for Patrol Officers working either second shift (afternoon) or third shift (midnight). In order to be eligible to receive shift differential, an employee would be required to have completed five years full time service with the Department. The payment of shift differential would begin with the first pay period following ratification of the Agreement. Due to the availability of a supervising Sergeant for each shift, the necessity of an Officer In Charge (OIC) for some shifts not covered by a supervisor has been alleviated and the Township therefore proposes the deletion of Section 5. The Union is in agreement with the payment of a shift differential, but it does not agree with the deletion of the Officer In Charge pay.

#### **Recommendation**

After review and consideration of the record presented in this case, the Fact Finder recommends that the payment of a shift differential of \$.10 per hour for the second shift and \$.15 per hour for the third shift be added to the Agreement. For the reasons advanced by the Township, the Fact Finder also recommends the deletion of Section 5 concerning OIC pay. The payment of shift differential would begin with the first pay period following ratification of the new agreement and in order to be eligible for shift differential an employee must have completed five years of service.

**Article 28  
Uniform Allowance**

The Township proposes increasing the uniform allowance \$25.00 for each year of the Agreement. In addition, the Township proposes that an account will be opened for each employee with a uniform vendor to be mutually agreed upon by the parties and each employee would be permitted to spend up to the amount of the uniform allowance with the vendor on a yearly basis rather than paying the allowance directly to each officer.

The Union proposes retaining the current language and increasing the uniform allowance \$50.00 for each year of the Agreement.

**Recommendation**

The recommendation of the Fact Finder is that the uniform allowance be increased by \$25.00 each year for 2006 and 2007. The Township's proposal for an account to be opened for each employee with a uniform vendor is rejected. The uniform allowance would be:

Contract Year:	2006	2007
Amount:	\$825.00	\$850.00

**Article 29  
Insurance**

The Union proposes to delete Section 1 as currently written because the provision no longer has application due to the passage of time. In its place, the Union proposes the following:

Section 1. The Employer shall continue to provide the same or equal medical insurance during the life of this agreement.

The parties have agreed to changes in life insurance, but otherwise, the Union proposes the current language for the remainder of Article 29.

**Recommendation**

The Union's proposal is recommended for inclusion in the new Agreement. There was no real dispute concerning this proposal and in the past the Township has agreed to healthcare benefits and coverage equivalent to, or better than, the healthcare plan provided during the preceding calendar year.

**Article 36  
Duration**

The Union proposes a three year agreement effective January 1, 2006 through December 31, 2008. The Township wants a two year agreement.

**Recommendation**

After review and consideration of the positions of the parties, the Fact Finder recommends a two year agreement effective January 1, 2006 through December 31, 2007. The Township desires a two year agreement because its agreements with other bargaining units would expire at the same time and perhaps enable the Township to negotiate a better overall healthcare plan.

**New Article  
Firearms Proficiency Bonus**

The Township proposes the following:

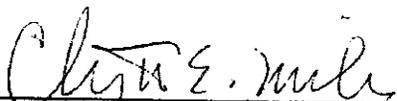
Each Patrol Officer successfully qualifying on the first attempt with his or her firearm each year will be paid a firearms proficiency bonus of \$250.00 in the first pay period in December. Any patrol officer not able to qualify with his or her firearm within seven (7) days of his or her first unsuccessful attempt will be removed from the work schedule until he or she successfully qualifies.

**Recommendation**

The Fact Finder recommends the inclusion of the new article for a Firearms Proficiency Bonus in the new Agreement. This is in conjunction with the elimination of the Sick Leave Bonus and Safe Driving Bonus, as discussed above.

**CONCLUSION**

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

  
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Christopher E. Miles, Esquire  
Fact Finder

August 16, 2006