



**FACT-FINDING REPORT
 STATE OF OHIO
 STATE EMPLOYMENT RELATIONS BOARD
 January 26, 2009**

STATE EMPLOYMENT
 RELATIONS BOARD

2009 JAN 28 P 4: 32

In the Matter of)
)
)
)
Liberty Township Board of Trustees)
)
)
And)
)
)
Ohio Patrolmen's Benevolent Association)
(Sergeants and Captains))

07-MED-09-0902

APPEARANCES

For the Board of Trustees

**John N. Barkan, Jr.
 J N Barkan & Associates**

For the OPBA

**Michael John Hostler, Esq.
 Staff Representative**

Fact-Finder, Marc A. Winters

BACKGROUND

The Fact-Finding involves the Liberty Township Board of Trustees, (hereafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association, (hereafter referred to as the "Union"). The Union's bargaining unit is comprised of approximately seven (7) full-time Captains and Sergeants. This Supervisors Bargaining Unit falls within the Township's Police Department and is in accordance with SERB rules.

In a letter, dated December 2, 2008, the State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder for this matter under the Ohio Administrative Code Rule 4117.

The parties to this fact-finding have had an ongoing and lengthy bargaining relationship. The most recent collective bargaining agreement between the parties, a three (3) year agreement expired on December 31, 2007. The parties have met on many occasions and held numerous sessions during 2008 to negotiate a successor agreement. Although successful in resolving most issues, the parties, unable to reach an Agreement, declared impasse and proceeded to Fact-Finding.

The Fact-Finding Hearing was conducted on Tuesday, January 20, 2009, in the Township's Offices, Churchill-Hubbard Road, Youngstown, Ohio. The Fact-Finding Hearing began around 10:00 A. M., and was adjourned at approximately 1:00 P. M.

Mediation during the course of the Fact-Finding was attempted. Although the mediation, at face value, did not resolve the issues, at that point, it gave this Fact-Finder a thorough understanding of each parties respective position and it helped to narrow the differences, between the parties, on each issue at hand.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Ohio Public Employee Bargaining Statute set forth in rule 4117. Rule 4117-9-05 sets forth the criteria this Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.
2. Comparisons of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, given consideration to factors peculiar to the area and classification involved.
3. The interest and welfare of the public, and the ability of the public employer to

finance and administer the issue proposed and the effect of the adjustments on the normal standards of public service.

4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, not confined to those listed above which are normally or traditionally taken into consideration in the determining of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

In addition to, the testimony given and the evidence presented, taking into consideration the Ohio Rule 4117 criteria, internal and external parity, this Fact-Finder studies and relies on various Collective Bargaining Agreements, Fact-Finding Reports and Conciliation Awards, as posted online by SERB, in writing this and any Fact-Finding Report.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report, that are not specifically addressed in this Report, are recommended to be incorporated into the new Agreement.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

The following thirteen (13) issues are the issues that were considered during the Fact-Finding Hearing on January 20, 2009.

ISSUE NO. 1,	ARTICLE 9, INSURANCE COVERAGE
ISSUE NO. 2,	ARTICLE 13, VACATIONS
ISSUE NO. 3,	ARTICLE 14, SICK LEAVE BONUS
ISSUE NO. 4,	ARTICLE 14, SICK LEAVE TIME BUYOUT
ISSUE NO. 5,	ARTICLE 15, UNIFORM ALLOWANCE
ISSUE NO. 6,	ARTICLE 20, LONGEVITY PAY
ISSUE NO. 7,	ARTICLE 22, NEW SECTION COMP TIME
ISSUE NO. 8,	ARTICLE 30, CALL OUT PAY
ISSUE NO. 9,	ARTICLE 31, RESIDENCY
ISSUE NO. 10,	ARTICLE 31, NEW SECTION FIREARMS PROFICIENCY BONUS
ISSUE NO. 11,	ARTICLE 32 SHIFT ASSIGNMENT

ISSUE NO. 12, ARTICLE 8, WAGES - SHIFT DIFFERENTIAL
ISSUE NO. 13, ARTICLE 8, WAGES - RANK DIFFERENTIAL

INTRODUCTION

The discussion of the above issues will take place as listed and not necessarily in chronological order based on Article Numbers so that the totality of this Report may be taken and considered, in the proper context, as one discussion may lead into the discussion of another or more issues.

For the most part, the parties and this Fact-Finder used and relied on the jurisdictions, provided by the parties, which covered almost all Police Departments, in Trumbull and Mahoning Counties, for external comparable purposes. However, a major consideration, by both parties, was with this Unit as it compared internally to the Township's other bargaining units. It is not uncommon for a Supervisory unit, such as this, to mirror many of the benefit, wage and work rule items as received or negotiated by the patrol unit, which is normally a larger, in size, unit. Internal consistencies and pattern bargaining played a major part in the positions of both the Township and the Union and the subsequent resolution of each issue by this Fact-Finder.

For the internal comparables, the following units were taken into consideration: the OPBA Patrolmen, approximately 15 members; OPBA Dispatchers, approximately 5 members; the IAFF, approximately 21 members; Teamsters, Road Department, 7 members; Teamsters, Clerical Department, 4 members; and 3 non-unit members. For a total of roughly 55 employees not including the 7 in this unit.

This Fact-Finder would like to make the following notation:

Because of how these negotiations transpired, with changes, twice, during the course of the negotiations of the Township's Lead Advocate at the bargaining table, unhealthy principles and positions were adopted by individuals from both the Township and the Union. This Fact-Finder is concerned that these unhealthy feelings may deter the job at hand which is arriving at a fair and equitable settlement for the parties. This Fact-Finder requests that the parties look objectively at the recommendations below and when considering this Report, put aside any unhealthy principles or feelings.

This Report represents recommendations, on the outstanding issues, that should adequately take care of the needs of both parties, for the next three (3) years, and should be hopefully considered, along with the issues resolved by the parties prior to this Fact-Finding, as a fair an equitable settlement that both sides can live with.

RECOMMENDATIONS

ISSUE NO. 1, ARTICLE 9, INSURANCE COVERAGE

BACKGROUND

Over the past few years, the Township, in conjunction with the various employee organizations (OPBA included), has worked to maintain cost controls on health insurance, in order to be able to provide the best possible coverage for all of its employees. Some methods have included modification of the health insurance plan; changing carriers; alteration of individual/family deductibles; forming a Township-wide employee health insurance committee to review annually, health insurance coverage; but costs still have escalated without any containment controls.

As a result, the Township has altered its health insurance coverage to include employee co-pay on the monthly premium for each tier of the health insurance plan. This change is Township wide and has been agreed to by other internal bargaining units. These units cover the full-time fire personnel under the IAFF agreement; all full-time road department employees under the Teamsters agreement; and all full-time clerical employees under the Teamsters agreement. In addition, all non-bargaining unit employees of the Township are also participating in the new health insurance plan and co-pay contributions. The full-time Patrol Officers, represented by the OPBA also receive the same health insurance coverage, so stipulated by the fact finder in July 2008. In addition, there has been no increase in vision coverage and dental coverage in the plan currently in place and accepted by all other employees.

EMPLOYER POSITION:

Health insurance coverage cannot be offered in various plans; payments; etc. by carriers to employers. Therefore, only one plan covers all employees within Liberty Township. It is vitally important that internal bargaining unit parity on this issue be achieved. As a result of previously agreed to language, the same language for health insurance, accepted and agreed to by other internal bargaining units, is proposed to this bargaining unit.

UNION POSITION:

Many officers took this job with the benefit package being the determining factor in accepting employment. Previously, this unit has not had to pay for premiums. However, the Township has a program in force where a committee is involved in the investigation of insurance coverage. The committee has been successful. Therefore, the Union proposes as follows:

For the term of this agreement and not to extend past December 31, 2010, the employee health insurance contribution rates shall be capped at:

Family	\$110.00 per month (\$50.77 bi-weekly payroll deduction).
--------	---

Single	\$32.56 per month (\$16.28 bi-weekly payroll deduction).
EE/Dependant(s)	\$56.74 per month (\$28.37 bi-weekly payroll deduction).
EE/Spouse	\$71.10 per month (\$35.55 bi-weekly payroll deduction).

2008 Contributions:

Single:	\$ 7.66 per pay x 26 pays = \$199.16 per year
Employee/Dependent(s):	\$13.35 per pay x 26 pays = \$347.10 per year
Employee/Spouse:	\$16.73 per pay x 26 pays = \$434.98 per year
Family:	\$23.89 per pay x 26 pays = \$621.14 per year

DISCUSSION AND RECOMMENDATION:

The only difference between the Township's proposal and the Union's proposal is that the Township only caps the family coverage at \$110.00 per month. The Union would cap all employee coverage rates.

First, this Fact-Finder recognizes the benefits to the Employer by trying to have all employees on the same health care plan share and pay the same premium amounts. It's much easier to administer, budget and it helps employee morale when each employee for the Employer is subject to the same premium share amounts.

Rising health care costs can adversely and directly contribute to financial problems for any Employer. Although the Township has not argued an inability to pay a share of the premium cost, they do argue that every employee should be subject to the same amounts. On the other hand, these employees have an interest in maintaining their plan by trying to minimize their burden with respect to the increased monthly premiums.

Here the Township is trying to pattern bargain with the health care plan and the amount of premium sharing. Currently out of their approximately sixty-two (62) employees only the seven (7) members of this unit have not agreed to the Township's proposal with having only the premium contribution for family coverage capped. The other fifty-five (55) employees have the new health plan with only family coverage contribution being capped.

This Fact-Finder has to be cognizant to the fact that a new pattern has been established by several other units, during bargaining, who, along with the non-bargaining unit employees, comprise the majority of the employees who now have the Township's plan with only premium contributions for family coverage being capped. To stray from the other employees and place caps on the other premium contribution rates, this Union has to present very overwhelming and convincing evidence why they should deviate and not follow suit.

The Township contends that for all other categories except family, the projected rise in premium costs won't exceed the current contribution amounts. Therefore, there is no need to cap any other category other than family.

The Union makes a couple of good arguments. First, that last year this unit paid nothing towards premiums. Second, as compared to like units in Trumbull and Mahoning Counties, this unit is paying more than their counterparts.

Although the arguments presented by the Union are not overwhelming and convincing evidence enough as to why they should be allowed to deviate from the Township's health plan, they do give credence to why other wage areas should be adjusted.

To make such an adjustment to an employee's wage, by instituting premium contributions and not placing caps for certain categories, the Employer must respond with adequate wage increases to help offset any new increases in the amounts an employee will now pay towards their premium. This is particularly true since the Employer is not arguing any inability to pay.

While this Fact-Finder believes that the Employer's proposal to be prudent and in line with the goals of pattern bargaining and internal consistency, some adjustment to wage items will be shown in the wage portion of this report. In addition, the Union should utilize this health plan's committee involvement. The committee could study and review the projected costs of the categories not being capped and if they find it necessary make a proposal to the Board of Trustees.

Therefore, this Fact-Finder recommends the Township's proposal which follows.

ARTICLE 9 INSURANCE COVERAGE

SECTION 1. The Employer will provide and pay the premium for a life insurance policy for each employee in the amount of thirty-five thousand dollars (\$35,000.00). (NOTE: The OPBA proposed an increase in this section, which the Employer rejects and will maintain the same insurance to all Township employees.)

SECTION 2. The Employer shall continue to provide full time bargaining unit employees and their eligible dependents, major medical, dental and vision insurance coverage as defined in Appendix A. Effective upon execution of this Collective Bargaining Agreement and for the duration of this agreement, bargaining unit employees, covered under the employers health insurance plan, as defined in Appendix A, shall pay an employee health insurance contribution (of the total combined cost coverage for major medical; vision and dental) according to the following schedule:

2008 2009 2010

Single: 4% of yearly premium 6% of yearly premium 8% of yearly premium

EE/Dep(s) 4% of yearly premium 6% of yearly premium 8% of yearly premium

EE/Spouse 4% of yearly premium 6% of yearly premium 8% of yearly premium

Family: 4% of yearly premium 6% of yearly premium 8% of yearly premium

Payments will be made through bi-weekly payroll deductions, calculated as follows:

Total health insurance monthly premium costs multiplied by 12 months; then multiplied by yearly employee % contribution; then divided by 26 bi-weekly pay periods.

Employees may opt-out of vision and/or dental coverage to reduce their contribution costs. In addition, employees may elect to opt-out of health insurance coverage and receive a monthly stipend as allowed by Township resolution, provided the employee qualifies for the monthly stipend.

For the term of this agreement and not to extend past December 31, 2010, the employee health insurance contribution for "Family" rates only shall be capped at \$110.00 per month (\$50.77 bi-weekly payroll deduction).

SECTION 3. In the event the yearly cost to provide a Maintenance of Benefits without any decrease in benefits of any kind to the employees, paid by the Employer, to the Health Insurance premiums, increases in excess of twenty-five percent (25%) of the previous year's premiums costs, the Employer may request to re-open the agreement to negotiate with the OPBA necessary provisions to maintain fully paid monthly premiums by the Employer.

SECTION 4. At least four (4) months prior to the renewal date of the current hospitalization plan, or prior to the re-opener specified in Section 2 of this article, a "Township wide Health Insurance Review Committee" shall be convened by the Board of Trustees to review the current hospitalization plan. This committee shall review the current plan, and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. After the committee's initial year of establishment, the committee shall meet at least quarterly. This committee shall consist of six (6) members from the following:

One (1) representative from the IAFF

One (1) representative from the OPBA

One (1) representative from the Teamsters

Three (3) representatives appointed by the Board of Trustees

SECTION 5. These committee members shall be selected and/or appointed at the sole discretion of their respective organization. The Chairperson shall be determined from one of the three (3) appointees from the Board of Trustees. The Committee shall, at its first meeting, establish rules and regulations for governing the committee. However, the rules and regulations shall provide that each of the six (6) members shall have one (1) vote and that a majority vote will be controlling. Each representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

SECTION 6. The Township shall provide and pay charges for surgery to improve nearsightedness; farsightedness; and/or astigmatism that changes the shape of the cornea. Benefits shall include the facility fee and materials related to surgery. Covered surgeries may include but are not limited to excimer laser photo refractive keratotomy, heratomileusis and epikeraoplasty. This benefit is limited to the employee only. Employee dependants are not eligible for this benefit. This a one-time benefit subject to the calendar year deductible with coverage at 80% not to exceed a maximum amount of one thousand six hundred dollars (\$1,600.00) per eye per lifetime by the Township, with any remaining expense or portion thereof to paid by the employee.

SECTION 7. The Township shall provide and pay nine hundred dollars (\$900.00) towards orthodontic appliances for dependants up to the age of eighteen (18) years of age.

SECTION 8. Members of the Bargaining Unit will not pay higher premiums for health care coverage than any other member/participant of the Liberty Township health care plan. Bargaining Unit Members shall have coverage equal to any other member/participant of the Township's health care plan.

ISSUE NO. 2, ARTICLE 13, VACATIONS

The Union and the Township both propose making changes to the schedule for accruing vacations which are in line with the vacation schedule of the patrol unit.

DISCUSSION AND RECOMMENDATION:

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is as follows:

Article 13 Vacations.

Amend Section 1: Bargaining unit employees shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Paid Days Off</u>
1 to 5 years	2 weeks (10) days
Beginning after 5 years	3 weeks (15) days.
Beginning after 10 years	4 weeks (20) days.
Beginning after 15 years	5 weeks (25) days.
Beginning after 20 years	6 weeks (30) days

ISSUE NO. 3, ARTICLE 14, SICK LEAVE BONUS

The Township and the Union both propose making modifications and changes to the sick leave bonus provisions which would put this unit in line with the sick leave bonus provisions of the patrol unit.

DISCUSSION AND RECOMMENDATION:

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is as follows:

Section 4. In the event that an employee does not use any sick leave; worker's compensation; or any unpaid leave of absence, he shall be entitled to a sick leave incentive bonus on a monthly basis, in accordance with the following schedule:

\$50.00 per month January 1 - June 30: \$300.00

\$50.00 per month July 1 – December 31: \$300.00

Sick leave incentive bonus shall be paid in the first pay, following the completion of the above listed dates, as defined with this section.

ISSUE NO. 4, ARTICLE 14, SICK LEAVE TIME BUYOUT

UNION POSITION:

The Union proposes a change to Section 3 of Article 14 changing the amount of time an employee is compensated for from 33-1/3rd % to 50% of unused balance of sick pay.

The Union further proposes those hired after April 1, 1989 change from 33-1/3rd to 50 % of total balance. (no maximum).

EMPLOYER POSITION:

The Township proposes to maintain current contract language and the amount which is the same as the patrol and other Employer units.

DISCUSSION AND RECOMMENDATION:

Based on the testimony given and the evidence presented, this unit is not substandard in this area and is comparable to the other Township units. Therefore, the recommendation is for the status quo.

ISSUE NO. 5, ARTICLE 15, UNIFORM ALLOWANCE

The Township and the Union both propose making modifications, changes and increases to the uniform allowance provisions which would put this unit in line with the uniform allowance provisions of the patrol unit.

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is as follows:

ARTICLE 15

UNIFORM ALLOWANCE

SECTION 1. All employees granted an annual uniform allowance is responsible for replacement of all damaged and/or worn clothing or uniform articles with the exception of the ballistic vest damaged in the line of duty.

SECTION 2. The Township will provide all sworn full-time officers who have completed not less than one (1) year service, a uniform allowance in the amount as follows:

- (a) On or about April 1, 2008, each officer will receive \$725.00 for uniform purchase and/or maintenance
- (b) On or about April 1, 2009, each officer will receive \$750.00 for uniform purchase and/or maintenance
- (c) On or about April 1, 2010, each officer will receive \$775.00 for uniform purchase and/or maintenance

This allowance check will be provided to each eligible officer after the passage of the Township's permanent budget, and should be available on or about the April 1st of each year.

SECTION 3. In the event an item of any designated uniform/equipment changes, the Employer shall provide the initial issue of that item(s).

SECTION 4. The Township shall provide all full-time police officers with semi automatic pistols.

ISSUE NO. 6, ARTICLE 20, LONGEVITY PAY

UNION POSITION:

The Union proposes an increase from \$4.00 to \$6.00 per month, per year.

The Union argues that an integral part of any successful Police operation is experienced officers. The longevity payment is an invaluable means of maintaining a quality force. Clearly, the

supervisors do not receive “step” raises. Longevity pay is an equal component of an officers pay. The current longevity formula has remained constant for many years.

EMPLOYER POSITION:

The Township proposes no increase and request the current amounts remain the same.

DISCUSSION AND RECOMMENDATION:

Based on the evidence presented and the testimony given, which puts this unit’s current longevity language and amounts the same as the patrol unit. Although, this unit is on the low end with the external comparables when just comparing longevity, internal consistency and pattern bargaining justify no change in this area.

Therefore, the recommendation is for the status quo.

ISSUE NO. 7, ARTICLE 22, NEW SECTION COMP TIME

The Union and the Township both request changes to the system of comp time as how it is provided now.

While both appear to be on the same page with the language changes, the dispute in this area is the amount of hours of comp time that may be accrued.

The Union is requesting an increase, while the Employer is requesting the status quo which is now 200 hours.

The evidence supports an adjustment in the amount of hours this unit should be allowed to accrue.

Therefore, this Fact-Finder recommends the following language and accrual for comp time:

Article XX, Section 1: Understanding of Compensatory Time:

Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 10, Hours of Work/Overtime, of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.

- B. The maximum hours an employee may bank in their compensatory time bank, shall not exceed three hundred (300) hours). All overtime worked that would be in excess of the three hundred (300) hours) shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the three hundred (300) hours maximum has been made.
- C. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Police Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- D. When requesting compensatory time off, requests for vacation and paid holidays will be honored first. Should two (2) or more employees request compensatory time off at the same time (same calendar day), priority of preference shall be given to the employee who requests the time off first. The use of compensatory time as time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or his designee to be an emergency situation.
- E. Compensatory time off can be taken off in a minimum of two (2) hour increments.

Article XX, Section 2 - Record of Compensatory Time:

The record of compensatory time shall be submitted to the Township Fiscal Officer or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Township Fiscal Officer's or designee's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Article XX, Section 3 – Cash Out of Compensatory Time:

Bargaining unit members may cash out no more than 80 hours once every six month period, with a written request submitted to the Police Chief. Payment of unused compensatory time may be submitted for payment in April and October of each year.

ISSUE NO. 8, ARTICLE 30, CALL OUT PAY

UNION POSITION:

The Union is proposing to increase the extra pay an "On Call Detective" receives from the current amount of five (5) hours extra pay to eight (8) hours extra pay. This extra pay is a form of

compensation for a Detective who is on call for a response requiring a Detective, if one is not on duty or available.

The Union argues that the standby officer must put his life on hold during his scheduled day off and should be justly compensated.

EMPLOYER POSITION:

The Township rejects any increase to the call out pay.

DISCUSSION AND RECOMMENDATION:

Based on the testimony and evidence, it appears that an adjustment in this area is warranted. Helping to persuade this Fact-Finder was a letter to the Administrator from the Chief of Police recommending that the detective bureau be compensated with eight (8) hours for on call status,

It is this Fact-Finder's recommendation that the on call pay be increased to eight (8) hours.

ISSUE NO. 9, ARTICLE 31, RESIDENCY

The Union proposes to delete the Section 15 "Residency Requirement as was done for the patrol unit.

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is to delete the Section 15, "Residency Requirement" from the Collective Bargaining Agreement.

ISSUE NO. 10, ARTICLE 31, NEW SECTION FIREARMS PROFICIENCY BONUS

The Township and the Union, based on the patrol units contract, proposes adding a firearms proficiency bonus to this units Collective Bargaining Agreement as awarded to the patrol.

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is as follows:

Section 15. Effective July 1, 2008, each Sergeant and Captain who passes the OPOTA firearm qualification course, required for all Liberty Township Patrol Officers, shall receive an annual Firearm Proficiency Pay. This payment shall be \$750.00. Annual payment shall be made on or about July 1st of each year.

ISSUE NO. 11, ARTICLE 32 SHIFT ASSIGNMENT

This issue here, has a history that culminates from grievances, arbitrations and court cases. Between May 2007 and February 2008, the parties have attempted to settled the issue as it relates to this bargaining unit and this section.

Based on the testimony given, the evidence presented and the need to have this issue put to rest, this Fact-Finder recommends that Section 3 be added with the following language.

ARTICLE 32

SHIFT ASSIGNMENTS/JOB ASSIGNMENTS

SECTION 3. Effective January 2008, the number of Captains and Sergeants shall be limited to, and assigned as follows:

- a. There shall be two (2) Captains, with one (1) Captain assigned as "Captain Road Division", and one (1) Captain assigned as "Captain Detective/Juvenile Bureau".
- b. There shall be five (5) Sergeants, assigned in the following manner: two (2) Sergeants shall be assigned to the Detective/Juvenile Bureau; and, three (3) Sergeants shall be assigned to the Road Division, with one (1) Sergeant assigned to each of the three (3) regular working shifts (i.e., Day Shift; Afternoon Shift; and Night Shift).

ISSUE NO. 12, WAGES - SHIFT DIFFERENTIAL

The Union proposes adding a shift differential to their contract of \$.20 per hour for those employees working the afternoon shift and \$.30 per hour for those employees working the midnight shift.

The Union argues that officers often work hours that interfere with family and friends. This is offset with shift differential pay which rewards the officers that volunteer for the afternoon and midnight shifts.

In addition, the patrol unit receives these amounts, in their contract, for shift differential.

DISCUSSION AND RECOMMENDATION:

It appears that only two individuals will be affected on a regular basis with the exception of anyone that would be called out on overtime.

Keeping in line with the internal consistency and pattern bargaining arguments of the Employer and the internal comparable arguments of the Union, along with the evidence presented and testimony given, this Fact-Finder's recommendation is to add the following language:

Effective January 1, 2008, a shift differential shall be applied to an employee's regular hourly rate of pay for the following:

Employees working the "Afternoon Shift"	\$.20 per hour
Employees working the "Midnight Shift"	\$.30 per hour

ISSUE NO. 13, WAGES - RANK DIFFERENTIAL

UNION POSITION:

The Union proposes increasing the rank differential between the patrolmen's highest hourly wage and the Sergeant by .5% in 2008, .5% in 2009, and by .5% in 2010. The Union also proposes increasing the rank differential between the Sergeant's highest hourly wage and the Captain by .5% in 2008, .5% in 2009, and by .5% in 2010. The rank differential, for both the Sergeants and the Captains would then be 15.5% in 2008, 16% in 2009, and 16.5% in 2010.

The Union argues that the increase is needed to supplement other areas where they are lower than the external comparables and since now they will have to contribute to the health premiums for which last year they paid nothing.

Noting that they are high in rank differential when looking at all the external comparables, they are most comparable to Howland and Warren whose rank differential is slightly higher.

EMPLOYER POSITION:

The Township opposes any increase in the rank differential as they cite fiscal responsibility and the fact that this unit is at the top of the external comparables with this benefit.

DISCUSSION AND RECOMMENDATION:

When proposing the increase in the rank differential the Union took in account the total package and where they would like to place any extra increases.

It is true that the rank differential for this group is high when compared to all jurisdictions in Trumbull and Mahoning counties. Out of the 17 jurisdictions cited, Liberty Twp., falls in the top one-third or around 4th out of the 17. Three jurisdictions, (Howland, Warren and Niles) are slightly higher.

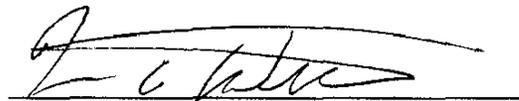
It is also true when using the external comparables this unit fall towards the bottom in longevity pay and in the uniform allowance, even with the increase recommended above.

New to this bargaining unit is the contributions towards premiums which they will have to make for health insurance. When looking at the external comparables provided, this unit will be at the top of the list as contributing more than their external counterparts.

This Fact-Finder must balance what's fair for the Township and the Union alike, taking into consideration the entire package which includes the new firearm proficiency bonus, the wage increase already agreed to, and each item mentioned above. The Township needs to be fiscally responsible and the Union needs to remain competitive with like jurisdictions in Trumbull and Mahoning counties,

Based on the evidence provided, the testimony given and the previous discussion about the Employer's need to respond to this unit for the new premium contributions, and the previous discussion regarding unhealthy feelings created during these negotiations, this Fact-Finder makes the following recommendation.

The Sergeants and the Captains rank differential will be increased by .25% in 2009 and by .25% in 2010. The rank differential for both will be 15.25% in 2009, and 15.5% in 2010.

A handwritten signature in black ink, appearing to read "Marc A. Winters", written over a horizontal line.

Marc A. Winters
Fact-Finder