



THE STATE EMPLOYMENT RELATIONS BOARD THE EMPLOYMENT RELATIONS BOARD
June 2, 2008

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**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION,
UNION**)
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and)
)
**LORAIN COUNTY S.O.
EMPLOYER**)
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)

CASE NO. 07-MED-09-0980

FACT FINDER: **JOSEPH W. GARDNER**

FACT FINDING REPORT

APPEARANCES

For the **UNION**:

For the **EMPLOYER**:

Kevin Powers, Esq., Representative
Anthony Coonrod, Jr., Negotiator/Director
Michael Mettler, Director
Tom Perry, Maintenance Dept.
Brenda Meador, Civil Office

Robin Bell, Regional Manager/Representative
Lt. Deborah Reinhardt, Administrative Secretary
John Reiber, Administrator

INTRODUCTION

In compliance with the Ohio Revised Code, and on December 5, 2007, the State Employee's Relations Board appointed this fact finder. The parties mutually agreed upon a fact-finding hearing date at the Lorain County Sheriff's Department on the ninth (9th) day of May 2008.

According to the position statements, the bargaining unit has been in existence in some variation since 1983. The OPBA became the certified representative of this bargaining unit in 2005. The bargaining unit is comprised of employees in the classifications of corrections officers, typists, maintenance repair workers number one, and maintenance repair workers number two. There are approximately 124 employees in the bargaining unit at the present time. The Union points out that the vast majority of the bargaining unit members, about ninety percent (90%), are corrections officers, and the rest are clerical and maintenance personnel.

On the ninth (9th) day of May 2008, the parties and this fact-finder promptly met at the scheduled time at the agreed location. This fact-finder offered both parties mediation, and both parties, respectfully, but immediately, declined mediation. The fact-finding hearing was opened with the following unresolved issues:

1. Healthcare Benefits—Article 29;
2. Longevity Pay—Article 33; and
3. Uniforms—Article 35.

According to the position statement of the employer, the parties have reached tentative agreements on the Articles of the agreement as set forth below. There was no evidence presented regarding the immediately below mentioned issues so that this fact-finder cannot make an independent recommendation on those matters. However, it is my understanding that both the representatives of the employer and the Union agree to the proposed tentative agreements.

Based upon the representation of both parties and their representatives that these arguments are fair and that they properly serve the public interests, this fact-finder recommends that the following issues that resulted in tentative agreements be incorporated by reference herein. It is further this fact-finder's recommendation that the immediately below issues be placed in the Collective Bargaining Agreement of the parties: Article 18—Corrective Action, Article 20—Grievance Procedure, Article 28—Sick Leave, Article 32—Holidays, Article 40—Wages, Article 42—Substance Abuse Testing, New Article—Residency, New Article—Non-Discrimination.

The parties have also agreed, according to the position statement of the employer, that all other provisions in the current agreement shall carry forward to the new agreement. Based upon that representation, and without objection from the Union, this fact-finder recommends that all

other provisions of the current Collective Bargaining Agreement, not already mentioned herein, shall carry forward into the new agreement.

Each party provided written materials, oral arguments, and oral testimony. Both parties were given the opportunity to cross-examine adverse witnesses. Both parties presented exhibits and arguments on all contested issues. All offered exhibits were accepted. There were no objections to the exhibits. The parties agreed that the mailing date of the fact-finding report would be June 2, 2008. The parties were notified that there was a shorter period to mail out the fact-finding report, however, both parties agreed to the mailing date of June 2, 2008.

All of the below factors were reviewed and considered:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved, that those issues related to other public and private employers 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 the normal standard of public service;
4. The lawful authority of the public employer;
5. The stipulations of the parties; and
6. Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration and the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-

finding, or other impasse resolution procedures in the public service or private employment.

ISSUE NO. 1
HEALTHCARE

The Sheriff proposed in his position statement that the members of the bargaining unit pay fifteen percent (15%) of the monthly premium cost per month for family or single coverage. The Sheriff amended the proposal to ten percent (10%) at fact-finding. The Sheriff argues that the rising cost of healthcare has led most public employers to seek employee premium sharing or drastic changes in the healthcare plan provisions. The employer argues that the plan is an excellent plan. The plan includes vision, dental, and prescription benefits, and have remained relatively steady over the last four (4) years. The county has strived to keep the plan steady. It is pointed out that the co-pay rates have decreased in 2006. This decrease has at least partially been the result of good management.

The employer states that all non-bargaining unit employees and the employees of twelve (12) bargaining units in the county pay the current 10% share. In the Cleveland region, employees contribute to premiums of 11.3% of the total premiums and then plans that have five hundred (500) up to nine hundred ninety-nine (999) employees pay 14.4% of the total premium. According to SERB, when employees pay a portion of the premium, the average monthly contribution is \$144.76 for family coverage. The employer points out that these other plans generally include only health and prescription benefits whereas Lorain County's plan includes vision and dental.

The employer further argues that the premium for the county's plan is within fifteen (\$15.00) dollars a month of the average for a PPO. Currently, the bargaining unit members are paying thirty-five dollars (\$35.00) per month. The full cost for medical insurance is one

thousand eighty-eight dollars (\$1,088.00) per month for a family plan. The employees would be paying approximately one hundred nine dollars (\$109.00) a month, if they use the ten percent (10%).

It should be noted that the cost is currently fixed for the employees under the current plan. In other words, the Union employees pay thirty-five dollars (\$35.00) per month no matter what the premium cost is. The proposal of ten percent (10%) of the premium costs would fluctuate depending on the cost of the premium. If the premium went up, the cost per month would go up, and vice versa.

The employer argues that the county commissioners desire a steady plan and want to increase the pool of other city employees throughout the county so as to bring down the cost of the plan.

The employer further argues that the commissioners are on this plan, and they also want to keep the cost down. What affects the Union members will also, directly, affect the commissioners.

Since 2005, the healthcare costs have gone up only fifty-five dollars (\$55.00). The Union says that there is no driving economic need for this ten percent (10%) increase now.

The Union makes an interesting argument. In the CBA negotiations in 2005, during final negotiations, the Employer was willing to cap the employee's monthly contribution of healthcare coverage to thirty-five dollars (\$35.00) per month for family coverage and five dollars (\$5.00) per month for single coverage. *As long as the Union would accept the Employer's wage proposal, with no other modifications to any form of compensation, the employer would keep the premium fixed at thirty-five dollars (\$35.00) per month.* In other words, so long as the Union

agreed to modest wage increases, the employer capped the health insurance at thirty-five dollars (\$35.00) per month.

The Union argues that the Employer told the bargaining unit members to take lower wages and the employer promised in return healthcare coverage which was low in cost and capped. The Union states that now what the Union had bargained for three (3) years ago, the employer is now trying to take it away. The Union states that back in 2005, the healthcare cap was a trade off for lower wages and now the Employer wants to take back what they gave three (3) years ago.

DISCUSSION

Both parties readily admit that health insurance cost and coverage have been a serious issue in public collective bargaining agreements throughout the state of Ohio. However, in this situation, the health insurance costs have remained relatively flat. In other words, there has not been that much of an increase in the past three (3) years. The Union claims that the increase in healthcare costs have gone up only two percent (2%) over the past three (3) years.

“Past collectively bargained agreements” between the parties is the first statutory factor that fact-finders must review when making recommendations. In the 2005 negotiations, the offer of the Employer was to cap the healthcare at thirty-five dollars (\$35.00) per month in return for restraint in wage demands. Whether the contract was negotiated, a result of fact-finding, or of conciliation, the thirty-five dollars (\$35.00) per month cap was part of the previous Collective Bargaining Agreement (CBA).

The Union’s proposal is not a complete rejection of the ten percent (10%) premium pay. The Union’s proposal is a “me too” concession clause. The Union is saying that if all the other

employees take the ten percent (10%) premium clause, we will do our share and take it also. This fact-finder believes that the Union's proposal is a fair resolution.

RECOMMENDATION

This fact-finder recommends that the language proposed by the Union be placed in the Collective Bargaining Contract:

“29.5 At such time as all employees enrolled in the Lorain County healthcare plan are required to pay ten percent (10%) of the monthly premium, the same shall take effect for members of this Union.”

ISSUE NO. 2 **LONGEVITY PAY** **Article 33**

The Union argues that this unit has the least generous longevity benefits of all of the various bargaining units employed by the sheriff. The Union contends that longevity pay amounts to eighty-two dollars (\$82.00) per year of service with payments starting after three (3) years of employment. All other units have a graduated scale that increases for up to thirty (30) years of service. This unit's longevity pay tops out at twenty-five (25) years service, even though thirty (30) years of service is required for a normal pension.

In the 2008 agreement, between the Lorain County Sheriff and the communications unit was introduced into evidence. That longevity packet was substantially higher than the longevity packet of this unit. The Union argues that the increase in this benefit is needed to achieve “parity” with the other unions.

The Employer states that the dispatchers used to be under the same collective bargaining agreement as the deputies, but as time passed, different items were bargained.

The Employer has presented several external comparables between Lorain County and other comparable counties. The comparables clearly show that Lorain is above average. The Employer also introduced evidence of comparables from Lorain County office holders for longevity paid at twenty (20) years. According to the internal comparables, the bargaining unit members are well above average for longevity pay.

The Employer then introduced evidence regarding the Lorain County corrections officers wages with longevity pay compared to the average with comparable counties. The wages plus longevity pay were well above the average amount of compensation paid.

RECOMMENDATION

It is recommended that the language in the position statement of the Employer be placed in the Collective Bargaining Agreement between the parties. The current contract language is fair, and the contract language is recommended to stay the same.

ISSUE NO. 3 **UNIFORMS** **Article 35**

The Union seeks to standardize the amount of allowance across all classifications within the unit and seeks an amount more in line with the uniform allowance given to the deputies.

The uniform allowance proposed would be eight hundred dollars (\$800.00) in the year of 2008; eight hundred fifty dollars (\$850.00) in the year of 2009; and nine hundred dollars (\$900.00) in the year of 2010.

The Employer, on the other hand, asks for a lower increase for uniforms, as follows: increase of twenty-five dollars (\$25.00) in 2008, twenty dollars (\$20.00) in 2009, and fifteen dollars (\$15.00) in 2010.

The Employer also argues that the Union is starting a voucher program. In this voucher program, the employees would incur no tax when purchasing uniforms. The employer also argues that the use of the voucher program and increases in uniform pay is “double dipping.”

The Employer further states that the cost for uniforms for the corrections officers are not the same as the cost for deputies. Furthermore, corrections officers are permitted to wear casual uniforms as well as dress uniforms.

The Union members introduced testimony that the uniforms of correctional officers are damaged during the course of duties. There was testimony that although the duties of the correction officers are different, their uniforms suffer as much damage as the deputies’ uniforms.

Until the voucher program is underway, there can be no “double dipping.” Also, the corrections officers should have uniform allowances in parity with the deputies. There is no evidence that deputy uniforms wear out faster or are damaged more often than those uniforms of the members of this unit. The evidence as it stands is that damage and wear and tear is about the same.

RECOMMENDATION

It is recommended that the collective bargaining contract contain the language set forth in the position statement of the Union:

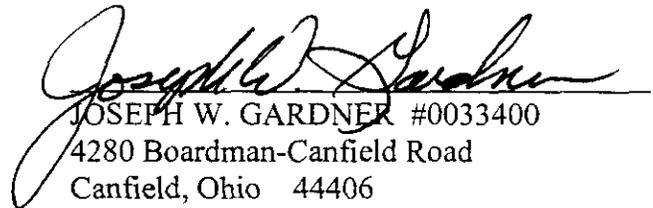
Section 35.2 Non-probationary employees shall be provided with an annual uniform allowance account as follows:

<u>Classification</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Corrections Officer	\$800.00	\$850.00	\$900.00
Clerical Specialist	\$800.00	\$850.00	\$900.00
Typist	\$800.00	\$850.00	\$900.00
Maintenance Repair Worker	\$800.00	\$850.00	\$900.00

Payment for such uniform allowance shall be made to each employee no later than May 1st of each year. In order to be eligible, an employee must have

completed the probationary period no later than April 15th of that particular year. Employees who are not in an active pay status as of April 15th shall receive their uniform allowance should they return to an active pay status.

Respectfully submitted,



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Fact-Finder

CERTIFICATION

I hereby certify that on June 2, 2008, a copy of the foregoing Fact Finder's Report was sent via facsimile and regular U.S. mail to the following: Representative for the Union, **KEVIN POWERS**, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133; Representative for the Employer, **ROBIN BELL**, 2351 South Arlington Road, Suite A, Akron, Ohio 44319; and to **EDWARD E. TURNER**, Administrator, Bureau of Mediation, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213.



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