

In the matter of Fact Finding between:)	SERB Case No. 11MED--09-1131
)	
OHIO PATROLMEN'S BENEVOLENT)	
ASSOCIATION,)	Hearing: February 16, 2012
Employee Organization,)	at Copley, Ohio
and)	
)	
COPLEY TOWNSHIP, OHIO,)	Date of Award:
Public Employer.)	February 20, 2012
)	
)	Before Mitchell B. Goldberg
)	SERB Appointed Fact Finder

FACT FINDING REPORT

Appearances:

For the Union:

Jeffrey D. Perry,	Business Agent
Kimberly Price,	Dispatcher

For the Employer:

Dean E. Westman,	Attorney
Luke Marchmon,	Copley Police
Michael Mier,	Copley Police
Janice Marshall,	Fiscal Officer

I. Introduction.

The Ohio State Employment Relations Board (“SERB”) appointed the undersigned as the Fact Finder for this public employment labor dispute on December 13, 2011. The parties extended the time period for issuing this Report until February 20, 2012. The parties filed timely pre-hearing statements with the Fact Finder in accordance with SERB Rules and Guidelines. A hearing was conducted on February 16, 2012 at the Township's offices in Copley, Ohio. The parties presented opening

statements, oral evidence, and documentary exhibits. They presented closing summaries of their respective positions on the unresolved issues after all the evidence was submitted.

Mediation efforts were undertaken at the request of the parties. As a result of these efforts, the parties were able to resolve 24 issues and sub-issues leaving the following the following 4 issues for submission to the Fact Finder for recommendations. Accordingly, all unchanged articles and language in the CBA that expired on 12/31/11, and all issues tentatively agreed upon through negotiations and mediation are hereby adopted for purposes of this Report, and are otherwise incorporated herein. The remaining unresolved issues are: (1) Wages-Ratification Bonus; (2) Health/Dental Insurance; (3) Holiday Pay; and (4) Retention of Benefits language- Article 36.

The following recommendations take into consideration the criteria set forth in Section 4117.14 (C) (4) (e) of the Ohio Revised Code, Section 4117-9-05 (K) of the Ohio Administrative Code and SERB published guidelines.

II. Background.

Copley Township encompasses a large residential and commercial geographic area in Northeast Ohio, Summit County, west of Akron and near relatively stable economic communities such as Fairlawn, Norton, Green, Medina, Barberton, Wadsworth and Bath. Its population is approximately 13,641 persons. The term relative is used because no Ohio community has escaped the last 3-4 years of a recession, high unemployment, state budget cuts, layoffs, cutbacks, lower tax revenues, and other revenue sources. Copley has fared better than many Northeast Ohio communities due to its commercial tax base, but the above economic environment nevertheless has made its mark. There is no dispute over the fact that the Township has the financial ability to meet the Union's economic proposals, it nevertheless believes in a conservative administrative approach to managing its budget during the present slow economic recovery that is showing signs of improvement. The Union, on the other hand believes that its proposals are conservative and reasonable in terms of providing fair

compensation and benefits for its hard working members.

The Township has 6 separate bargaining units: (1) 18 police patrol officers represented by the FOP; (2) the police supervisors unit represented by the OPBA; (3) 6 part-time patrol officers represented by the OPBA; (4) 15 firefighters represented by the IAFF; (5) 6 service workers represented by the IBT; and this unit of 7 dispatchers represented by the OPBA. All of these CBAs operate for simultaneous terms; they all expired on December 31, 2011, and negotiations for a succeeding 3-year CBA are ongoing for each unit. The firefighters CBA concluded with a new 3-year contract the day before this hearing began. In addition to the represented units, the Township employs non-bargaining unit employees who work in various clerical or administrative positions.

III. Unresolved Issues.

(1) Compensation-Wages

The Township proposes a wage freeze for the first 2 years of the CBA, 2012 and 2013. It is willing to reopen the wage-bonus issue for the third year -2014. The Union is proposing a 3% across the Board wage increase for each contract year. The Township proposes that in lieu of any wage increase on the base, a \$750 lump sum gross payment (“Ratification Bonus”) will be made to each bargaining unit member, payable as soon as practicable after the new CBA is accepted and ratified by the parties.

External Comparables

The Township believes that the present wages for the dispatchers is comparable or higher than the wages paid to dispatchers in nearby areas. For example, the top rate for Copley in 2012 under its proposal will pay \$45,646.41. The top rates paid to comparable communities in 2012 are:

1. Barberton - \$41, 891.20
2. Fairlawn - \$46,033.73
3. Green - \$36,234
4. Medina - \$42, 286
5. Wadsworth - \$41,954

The Township proposal is based upon the rationale that because of fortunate timing, this unit

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negotiated a 3-year CBA right before the impact of the county-state-national recession. The members received 3% increases each year, 2009, 2010 and 2011 while other dispatcher units received freezes and reductions. The Township contends that the Union and members should recognize and appreciate the fact that the Township paid its contract obligations throughout the CBA term instead of attempting to re-open negotiations for the purpose of obtaining concessions. The Township believes that a present freeze is justified due to the slow economic recovery so that it can operate within its budget, and bring this unit's wages back in line with the comparable departments where wages were minimal, frozen or even reduced in the same years that these members received annual 3% across the board increases.

The Township recognizes that the cost of living will undoubtedly rise somewhat during the first 2 years. In order to compensate for this expectation, and the fact that health insurance premium costs will rise, the Township is willing to pay a lump sum payment of \$750 to each member. Moreover, the Township is willing to revisit the wage-bonus issue in the third year to negotiate over the issue of whether additional wage-bonus payments are justified.

The Union finds this proposal unsatisfactory for a number of reasons. The lump sum payment would not count for purposes of increasing retirement or pension payments. Members who expect to retire over the next 10 years or so will receive pensions calculated based upon their last 3 years of annual wages. Compensation that is not paid on the base wage will be excluded from the calculations, thereby reducing the amount of their retirement income. Secondly, nearby departments are recognizing that there is an economic recovery, such that dispatcher services can once again be fairly paid for with percentage increases on the base. Norton, for example, has agreed to a new CBA with 0%, 1.25% and 2.5% on the base. The Union believes that percentage increases are deserved and that the Township

has the ability to absorb reasonable percentage payments on the base.

Finally, the Union believes that new workload requirements that have been placed upon the members should be recognized with additional pay. The dispatchers are now required to dispatch for

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both Copley and Norton. Other cities may be added to the mix during this new CBA term. The additions require the dispatchers to learn these new cities and their personnel, including their respective police and fire departments. Accordingly, the Union's proposal is simply to obtain a fair wage for the work and workload now required and soon to be required for its members.

Internal Comparables

Understandably, the negotiated contracts for the larger bargaining units have established the pattern for the payment of wages and benefits over the years. In this round of bargaining, the Firefighters have been the first larger unit to conclude their bargaining. Their new agreement on all terms with the Township was finalized on the night before this hearing began. The economic terms included an agreement for the Township to pay no wage increase on the base for the first 2 years. The negotiations will be reopened for the third year on the wage issue. Compensation will be paid to the firefighters for the first year (2012) in the form of a ratification bonus, or a lump sum gross payment to each member of \$1,000, payable when the CBA is ratified by the parties. The monthly dollar amount for members to pay toward the health insurance plan was raised to \$21 for single coverage, \$42 for employee and child, \$49 for employee and spouse, and \$67 for family. Dental plan contribution was increased to \$2 for single, \$5 for employee and child, \$4 for employee and spouse, and \$8 for family.

The Township also provided for payment to non-bargaining unit employees for 2012. They also each will receive the \$1,000 lump sum bonus, the same health/dental insurance premium contributions as the firefighters, and the elimination of the 6 weeks of vacations for the long term employees. The Township proposes only a \$750 lump sum payment for dispatchers based upon a formula that calculates their average income, in order to make the bonus percentage the same as the average

firefighters wages.

A. Recommendation.

It is reasonable for the dispatchers to fit into the wage pattern initiated by the firefighters, another safety unit. However, I disagree with the Township's analysis regarding the amount of the lump sum payment. Considering that both the firefighters and the non-bargaining unit employees are receiving \$1,000, this unit should receive the same. The sum of \$1,000 represents approximately a 2% increase in 2012 wages based upon a \$45,000 annual wage without overtime. This will apply towards the increased insurance premiums for 2012, but not for 2013. The Township must be mindful of the fact that the cost of living is increasing for these middle income employees, particularly in the areas of medical expenses, educational expenses and gasoline prices. The package should mirror what has been agreed to with the firefighters: \$1,000 ratification bonus to each member, 0% on the base for 2012 and 2013, and the re-opening of the bargaining over wages for 2014. By then, the Township should have a better understanding of the breadth and scope of the recovery as it impacts upon its revenue and expenses. Percentage increases may again be justified.

(2) Health Insurance Premiums

The insurance plans cover all employees. This makes the group larger and permits the Township to negotiate better premium rates. The present contributions are reasonable, and the proposed increases also appear reasonable insofar as estimating insurance premium costs over the next two years. It is difficult to compare the employees dollar amount contributions with other departments; the contribution levels vary, and many provide for percentage contributions instead of dollar amounts. It is reasonable for the dispatchers to pay the same dollar amounts as the larger safety units.

A. Recommendation.

This unit's premium contributions for health insurance/dental insurance shall mirror the amounts required to be paid by the firefighters under their ratified CBA for 2012 and 2013. Bargaining will be

reopened for 2014 to revisit this issue.

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(3) Holiday Pay

Article 20, Section 20.2 provides premium pay for hours worked on certain holidays. Independence Day or July 4th was not included. The firefighters had that holiday included as one of the premium holidays. The Union proposes including Independence Day within the premium holiday group. The Township opposes this because of the additional costs.

A. Recommendation.

I recommend including Independence Day within the group of premium paid holidays in order to be consistent with benefits paid to the firefighters, another safety unit. I believe the costs can easily be absorbed within the Township's budget for these 7 dispatchers.

(4) Article 36 – Retention of Benefits.

The Township proposes a change to the existing language. It believes that it could be interpreted broadly in a way that would unreasonably restrict the Trustees in passing needed ordinances for the benefit of its citizens. The Union does not interpret the existing language any broader than its intention to preserve the stated wages, benefits and terms and conditions of employment contained in the CBA.

A. Recommendation.

I recommend that the language be revised as follows to more clearly reflect the parties' stated intentions:

During the term of this Agreement the Township shall not adopt any ordinance or resolution that reduces or impairs any benefit set forth in this Agreement. The terms of this

Agreement shall be deemed as superseding any such ordinances,
or resolutions.

Date of Award: February 20, 2012

/s/ _____
Mitchell B. Goldberg, Appointed Fact Finder

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CERTIFICATE OF SERVICE

The within Report was served upon the following parties or entities by electronic mail on this
20th day of February, 2012”

State Employment Relations Board
Email: med@serb.state.oh.us

Jeffrey D. Perry, Business Agent, OPBA
jeffperryba@sbcglobal.net

Dean E. Westman, Attorney for Township
dwestman@kwwlaborlaw.com

/s/ _____
Mitchell B. Goldberg

