

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>METRO PARKS SERVING SUMMIT</b>	)	<b>CASE NO. 12-MED-03-0295</b>
<b>COUNTY</b>	)	
	)	
	)	
<b>AND</b>	)	<b><u>FINDINGS</u></b>
	)	<b>AND</b>
	)	<b><u>RECOMMENDATIONS</u></b>
<b>OHIO PATROLMEN'S BENEVOLENT</b>	)	
<b>ASSOCIATION</b>	)	

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE OPBA**

**Michael J. Hostler, Esq.**  
**Michael L. Phillips, Metro Parks OPBA Director**  
**Travis A. Hiegel, OPBA Assistant Director**  
**Jesse L. LeMasters, OPBA Alternate**

**FOR THE EMPLOYER**

**Gerald B. Chattman, Esq.**  
**Amanda T. Quan, Esq.**  
**Keith Shy, Director-Secretary**  
**Loretta Bowers, Chief of Human Resources**

**SUBMISSION**

This matter concerns fact-finding proceedings between the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or OPBA) and the Metro Parks serving Summit County (hereinafter referred to as the Employer). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on April 15, 2013 at the Metro Parks Headquarters in Akron, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. Pursuant to mediation efforts, the parties reached tentative agreements on two of the three outstanding issues at impasse. The parties requested that this fact-finder issue his recommendations incorporating the tentative agreement reached on the Wage and Health Benefits issues. With respect to issue three, the addition of Live-In Companion/Domestic Partner Benefits under the Sick Leave and Funeral Leave Articles, the parties requested this fact-finder to issue a recommendation on this issue.

The bargaining unit consists of all full-time park rangers employed by the Metro Parks. There are currently sixteen full-time park rangers in the unit.

This fact-finder in rendering the following recommendations on the issue at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). As indicated, this fact-finder incorporates into his recommendations the tentative agreement reached by the parties as a complete resolution of Issue 1-Wages, and Issue 2-Health Benefits. The remaining Issue 3, Domestic Partner Benefits, is addressed by the fact-finder in this report.

**1. WAGES**

The fact-finder finds that with regard to issue 1, Wages, the parties have agreed to add 2% to all wage levels effective April 15, 2013 to the 4 step progression in the current contract and add a fifth step for rangers with more than 15 years of service. The fifth tier of the wage scale shall be based on the current wage rate of those in the tier (\$22.11) with a 2% increase to the tier effective April 15 2013. The parties further agreed that effective April 1, 2014 an additional 2% would be added to the then current 5 step wage progression. Finally, the parties agreed to eliminate the 9 step progression for employees hired after July 1, 2009 and to place those employees currently in that progression onto the new 5 step wage progression in accordance with their seniority. The fact-finder makes this a part of his findings and so recommends.

The tables should be as follows:

Effective 4/15/2013. (2%)

	Time worked	Wage
Level 1	0-1 years	\$ 17.47
Level 2	1-3 years	\$ 19.38
Level 3	4-5 years	\$ 19.89
Level 4	5-14 years	\$ 20.83
Level 5	15 years and above	\$ 22.55

Effective 4/1/2014 (2%)

	Time worked	Wage
Level 1	0-1 years	\$ 17.81
Level 2	1-3 years	\$ 19.76
Level 3	4-5 years	\$ 20.28
Level 4	5-14 years	\$ 21.24
Level 5	15 years and above	\$ 23.00

## **2. HEALTH BENEFITS**

The fact-finder finds that with regard to Issue 2, health benefits, the parties have agreed that the OPBA bargaining unit employees will have the same health benefits as the Management and Administrative employees currently have, including the same design and coverage, co-pays, deductibles, office visit charges and drug co-pays, and will be responsible to pay the same monthly premium shares as those employees commencing May 1st, 2013.

The per pay premium effective May 1st, 2013 shall be:

\$17.88 for Employee,  
\$39.05 for Employee/Spouse,  
\$31.60 for Employee/Children  
\$53.75 for Family

The per pay premium effective June 1st, 2014 shall be:

\$20.11 for Employee,  
\$43.93 for Employee/Spouse,  
\$35.54 for Employee/Children,  
\$60.46 for Family

The per pay premium effective June 1<sup>st</sup>, 2015 shall be:

\$22.35 for Employee,  
\$48.81 for Employee/Spouse,  
\$39.49 for Employee/Children  
\$67.18 for Family

The deductibles, co-pays, design, and out of pocket max shall remain the same for the term of the agreement. The fact-finder makes this a part of his findings and so recommends.

### **3. LIVE-IN COMPANION/DOMESTIC PARTNER**

The Union proposes to amend the current Sick Leave Provision to include in the definition of "immediate family", a live-in companion/domestic partner. The Union further proposes that the Funeral Leave Provision be amended to include a live-in companion/domestic partner. The Employer opposes the Union's domestic partner benefit proposal.

The Union contends that its proposal for domestic partner benefits to be included in the Sick Leave and Funeral Leave Provisions would be in line with what occurs in the private sector as well as in other public sector entities within Summit County and the State of Ohio. The Union cited an ordinance enacted by Summit County which incorporates domestic partner language into its Sick Leave and Bereavement Leave provisions.

In addition, the Union maintains that this particular domestic partner benefit would help retain employees and could be used as a tool in attracting other qualified candidates for employment. The Union points out that employees would be using their own banked sick time so no additional cost would be generated to the Employer when the employee is offering care for his/her sick partner. In addition, Funeral Leave is not banked time and is used so infrequently that there would be no measureable affect on the Employer if this proposal were granted.

The Employer argues that the Union's proposal is unreasonable and could prove to be costly. Under the Union's proposed definition, the benefits would be extended to

just about any live-in boyfriend or girlfriend. The Employer is also concerned that the requested domestic partner benefit could lead to a possible charge of discrimination.

The Employer further points out that there are no other park districts in the state that offer a domestic partner benefit like that proposed by the Union. There are also no other counties which have this kind of provision.

ANALYSIS - This fact-finder finds that there was insufficient basis established for the adoption of the Domestic Partner Benefit language proposed by the Union. First, it appears that the Union's proposal is unreasonable in that it would extend sick leave and funeral leave benefits not just to same sex domestic partners but also to cases where any two individuals of the opposite sex have a long term relationship. As the Employer points out, the Union's proposal could be interpreted as providing such benefits to cover any live-in boyfriend or girlfriend situation. If the proposal were only for same sex relationships, it would be considered to be more reasonable.

Moreover, the comparables which this fact-finder must take into consideration do not support the Union's position on this particular issue. There are no other Metro Parks in the state which provide domestic partner benefits for their employees like that proposed by the Union here. It should be noted that there are sixty-two Metro Parks in the State of Ohio. In addition with the one exception noted by the Union, no other counties have adopted the kind of live-in companion/domestic partner language for sick leave and funeral leave as proposed by the Union in this case. There also were no other

municipal law enforcement contracts cited which have incorporated domestic partner benefits.

It is also important to note that the Metro Parks has not extended similar live-in companion/domestic partner benefits to either the AFSCME bargaining unit or non-union employees. It is evident that if the Metro Parks were to extend the proposed domestic partner benefits to the OPBA bargaining unit employees, then the Employer would be compelled to treat all employees the same by extending the same benefits to its other employees. Such an extension of this benefit to all of its employees could have cost implications for the Employer.

Therefore for the reasons indicated, this fact-finder does not recommend the adoption of the Union's proposed Live-In Companion/Domestic Partner Benefit language for the Sick Leave and Funeral Leave Provisions.

### **RECOMMENDATION**

This fact-finder does not recommend the adoption of the Union's proposed live-in companion/domestic partner language for the Sick Leave and Funeral Leave Provisions.

SICK LEAVE - No amendment to the definition of immediate family as proposed by the Union.

FUNERAL LEAVE - No new language to include live-in companion/domestic partner.

**CONCLUSION**

In conclusion, this fact-finder hereby submits the above recommendations on the outstanding issue presented at fact-finding. Further, this fact-finder incorporates all previously entered into tentative agreements reached by the parties and recommends that they also be included in the parties final Agreement.

**MAY 1, 2013**

**James M. Mancini /s/**  
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**JAMES M. MANCINI, FACT-FINDER**

