

THE STATE EMPLOYMENT RELATIONS BOARD  
October 26, 2015

<b>OHIO PATROLMEN'S BENEVOLENT</b>	)	
<b>ASSOCIATION</b>	)	CASE NO. 2015-MED-04-0362
	)	
<b>UNION</b>	)	
	)	
and	)	FACT FINDER: <b>JOSEPH W. GARDNER</b>
	)	
<b>HOCKING TECHNICAL COLLEGE</b>	)	<b>AMENDED</b>
<b>EMPLOYER</b>	)	<b>FACT FINDING REPORT</b>
	)	

**APPEARANCES**

For the **UNION**:

**Mark Volcheck, Esq.,**  
Union Representative

**Brittany Eubanks,**  
OPBA- Director-HCPD

For the **EMPLOYER**:

**Nicolette Dioguardi**  
Employer Representative

**Chris Hogan,**  
Outside Counsel

**Gina Fetty,**  
Chief Financial Officer

**ISSUES PRESENTED**

**Introduction**

The parties agreed upon the date and the parties met for this fact finding on October 8, 2015. Both parties electronically and timely submitted position statements for review prior to the fact finding conference.

The Employer's position statement did not include the issue regarding Health Insurance. The issue regarding Health Insurance is in EX3, attached hereto. This Fact Finder is permitted to make recommendations only regarding matters timely raised in the written position statement. OAC 4117-9-5(F).

This Fact Finder cannot add a new issue to the position statement of the employer without agreement of the Union. The Union objected to the issue described in EX3 because that issue was not in the position statement. The Union's objection is sustained. This Fact Finder cannot make a recommendation regarding the issue described in EX3.

However, information relevant to any of the factors set forth in Ohio Revised Code, section, 4117.14(G)(7)(a)-(f) is admissible. The Employer introduced extensive evidence regarding the steep increase in the cost of health insurance that will be experienced by the Employer. The purpose of this evidence was to demonstrate the Employer's inability to pay. See, ORC 4117.14(G)(7)(c).

All of the below factors set forth in section 4117.14 (G)(7)(a)-(f) of the Revised Code were reviewed and considered:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;
- (c) 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties; and
- (f) 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.

Both parties entered tentative agreements to the following issues:

Article V1G Promotion  
Article V1L Holidays  
Article V11A.6 Shift Differential  
Article XV11.A Duration

The language for the first three tentative agreements is set forth in JX 1, attached hereto.

The language for the last tentative agreement is set forth in JX4.

After the initial Fact Finding Report was submitted, there was an oversight noted by the Union's representative regarding increased wages for educational degrees. Both parties agreed to the amendment, so long as it was submitted on October 26, 2015.

### **EVIDENCE AND DISCUSSION**

The unresolved issues in this case are wages and educational wage increases.

#### **WAGES**

The Union demands a 3.75% wage increase for each of the three years of the contract. The increase demanded would be at least 11.25% over the three years of the Collective Bargaining Agreement. The Employer has countered with a total of 3% increase for all three years, and the Union can decide how to divide up the total percentage in each of the three years.

The Union presented Compensation of Benefits for nearby law enforcement departments, that included The City of Athens, Athens County Deputy Sheriff, Nelsonville City and Ohio University and Hocking College. The average total pay, including Hocking College, is \$53,815.68. Hocking College police officers have a total income of \$33,439.36. See, UX2.

The Union also produced a SERB report for a police officer working at fourteen universities and colleges in the State of Ohio. The average entry level amount is \$43,770.73, while the average top level is \$53,649.26. Hocking Technical College police officers have an entry level of \$34,093.08 and the top level is also \$34,093.08. See, UX3.

The Union produced a SERB comparison of local police departments for Sergeants with ten years of experience. It included Hocking College. Hocking College Sergeants earned \$39,346.66 while the average was \$55,470.00. See, UX4.

Another SERB ‘Sergeant’ comparable included Central State University, Toledo University, Wright State university and Youngstown State University. The average entry level salary was \$54,501.20 and the top level was \$59,294.60. See, UX5. Again Hocking College is \$39,346.66 for top pay Sergeants, See UX4.

Reviewing the ‘comps,’ Hocking College patrolmen and sergeants in this bargaining unit are at the low end of the pay scale.

In most of the comparables, the units have ‘steps.’ After a period of time, such as 5 years, 10 years, or fifteen years of service, the bargaining unit member’s income will increase by a certain percentage, automatically. This ‘step’ increase is over and above any wage increase negotiated by the bargaining unit.

In this fact finding, the bargaining units have no steps. The union advances the argument that the 3.75% per year increase is the increase the ‘comps’ actually received when one combines the ‘step’ increase plus ‘straight’ percentage increases.

This fact finder agrees that the bargaining unit in this case has no ‘steps’ and that many, if not most of the comparables have ‘steps.’

The Employer called its Chief Financial Officer to testify. She testified that there has been a significant decrease in the number of students over the past few years. The graduation rate is very low. With the decrease in the number of students and the decrease in the graduation rate, the CFO expects State funding to drop significantly.

The Employer has been notified that their insurance company intends to raise their health insurance by 35.1%. The 35.1% increase is an increase cost of \$1.6 million. The Employer does not absorb that entire cost since the premium is an 80/20 split between the employer and the employees.

The Employer has also been advised that since their plan is so good, it is considered a “Cadillac” plan and if they continue with the same program, the Government will impose a tax. The Employer plans to change carriers since they cannot afford their current carrier. The Employer is searching for better rates.

In spite of the apparent decline in revenues, and possible increase in costs, the Chief of Police requested, and was given the authorization to hire, and did hire, a lieutenant, who’s annual wage is over \$60,000.00. The Employer advanced the argument that it was better for the department if discipline was meted out by an officer not in the same bargaining unit as a patrolman. A Lieutenant was not in the same bargaining unit and would be able to discipline without the patrolmen being in the same bargaining unit.

This bargaining unit has three full time patrolmen and two part time officers. There are zero sergeants. This is an extremely small bargaining unit. A sergeant or senior patrolman should be able to supervise when the police chief is unavailable.

The Employer advances the argument that the employer has an inability to pay because of all of the added costs. Yet, the Employer filled a supervisory position (Lieutenant) where the

Lieutenant makes approximately 40% more than a sergeant would earn. This new hire gives pause to this fact finder.

The undersigned finds that the Employer will have a modest surplus for a carry over. There is money available to pay the bargaining unit members a competitive wage.

The reports from the Fiscal Officer about the Health Insurance are a matter of concern. However, with a new carrier and a new health care plan, the Employer should be able to reduce its expenses and have enough to pay a competitive wage to the officers on the police force.

**INCREASE IN WAGES FOR EDUCATIONAL DEGREE**

The Union advances the argument that by holding or obtaining a degree, there should be an increase in wages. The language proposed is as follows:

“VII.A.6 An employee’s base hourly wage should be increased by the following amount by holding or obtaining the following degrees:

Associate’s Degree	\$1.00 per hour
Bachelor’s Degree	\$2.00 per hour
Master’s Degree	\$3.00 per hour

These amounts are not cumulative (for e.g. an employee with a Bachelor’s Degree and an Associate’s Degree is entitled to a \$2.00 per hour increase.)

“<Contingent with this proposal, the OPBA eliminates (sic) from the CBA Appendix A, Professional Development.>” See, Union’s Position Statement, p. 9.

The above concept is seen in many collective bargaining agreements. The rationale behind the clause is that by obtaining a college degree, the police officer will better serve the community because of the college degree.

There are some degrees that will directly help the police officer serve the community. Some degrees will indirectly help the officer serve the community. There are, however, some degrees that will have no particular benefit for the community.

There are other similar types of contract clauses where the employer reimburses the employee for the tuition for a particular class or training.

The thread that runs through all of these clauses, paying a higher wage for a degree or paying for tuition, is that the education and/or degree makes the employee a better law enforcement officer.

Taking college classes or achieving collegiate degrees may or may not translate into a better law enforcement officer depending on many variables of the particular curriculum.

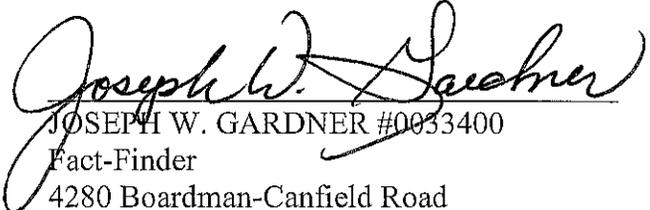
At this stage, neither guidelines, nor contractual requirements have been established to show that a particular degree will make the employee a better law enforcement officer. Until guidelines are established and contractual requirements are specified, there should be no pay raises for educational degrees.

### **RECOMMENDATIONS**

1. The Undersigned recommends that the Police wages of the contract of both patrolmen and sergeants be raised 4% for the first year and raised 3% for each successive year of the contract.

2. Because of the foregoing, the undersigned recommends that there be no increase in wages for a college degree.

Respectfully submitted,

  
JOSEPH W. GARDNER #0033400  
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**CERTIFICATION**

I hereby certify that on October 26, 2015, a copy of the foregoing Fact Finder's Report was sent via e-mail to the following:

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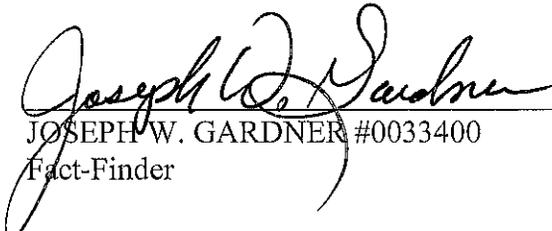
  
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JOSEPH W. GARDNER #0033400  
Fact-Finder

EXHIBIT LIST

JOINT EXHIBITS

- JX1: Language for Tentative Agreements  
Promotions, Holidays and Shift Differentials
- JX2: Union's Position Statement
- JX3: Employer's Position Statement
- JX4: Tentative Agreement regarding Duration

UNION EXHIBITS

- UX1 Wage Agreements History
- UX2 External Comparables
- UX3 14 Ohio Colleges
- UX4 Sgts. Comparables with departments close by
- UX5 Sgts. Union Comps
- UX6 Agreement
- UX7 Increase if 3.75 is awarded
- UX8 Local Police Departments comparables
- UX9 General Average

EMPLOYER EXHIBITS

- EX1 Letter to Campus Community re: Eliminations  
of position and pay reductions
- EX2 Letter to Board of Trustees
- EX3 Proposed Health Insurance Agreement