

CONCILIATION AWARD

2001 APR 27 A 11: 05

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

March 21, 2001

In the Matter of:

Corrections Commission ]  
Of Northwest Ohio ]

and ]

SERB Case No. 00-MED-03-0251

CCNO Corrections Supervisors ]  
Association, Local 53 of the ]  
International Union of Police ]  
Associations, AFL-CIO ]

APPEARANCES

For the Employer:

Timothy McCarthy, Attorney, Shumaker, Loop & Kendrick, LLB  
James Dennis, Executive Director  
Dennis Sullivan, Director of Security  
Salina Griner, Human Resources Manager  
Mechelle Zarou

For the Union:

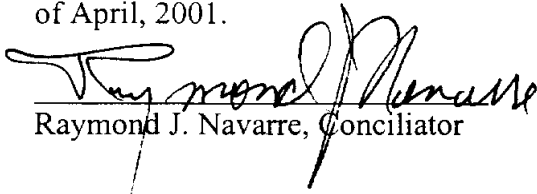
William A. Dunn, Business Agent  
Nicholas Saul, Union Steward  
Ron Kuckuck  
Donald E. Vermillion

Conciliator:

Raymond J. Navarre

## SERVICE

This award has been served by regular mail on Timothy C. McCarthy, Attorney at Law, Shumaker, Loop & Kendrick, LLP at 1000 Jackson, Toledo, Ohio 43624-1573, William A. Dunn, Business Agent, International Union of Police Associations, AFL-CIO, Local 53, at P.O. Box 252, Oak Harbor, Ohio 43449 and Dale Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, at 65 East State St., 12 Floor, Columbus, Ohio 43215-4213 this 18th day of April, 2001.

  
Raymond J. Navarre, Conciliator

The hearing was held at Northwest Technical College, Archbold, Ohio. The hearing started at 10am and concluded just before 3pm.

### BACKGROUND

This conciliation involves the Corrections Commission of Northwest Ohio (CCNO) and Local 53 of the International Union of Police Associations, AFL-CIO, representing approximately 22 employees of CCNO Corrections Supervisors. In negotiations to replace the contract that expired on June 30, 2000, the parties were unable to reach an agreement on issues in dispute. A Fact Finder was appointed and a fact finding hearing was held on December 5, 2000. The Fact Finder's recommendations were not accepted and a Conciliator was appointed on January 11, 2001.

The Conciliator is required to resolve the dispute between the parties by selecting on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration the factors outlined in O.R.C. Section 4117.14(G)(7). These considerations are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving 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 issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

There were 13 Issues presented for the hearing. At the beginning, the Conciliator asked if there were any issues that might be mediated before the conciliation. There were some such issues.

Both the Union and the Employer agreed on the current language for Issue Number 6, Article 21, Holidays.

For Issue Number 2, Article 12, Work Schedule, both the Employer and the Union agreed on the current contract language.

In respect to Issue Number 4, Article 16, Sick Leave, there is disagreement. The Employer says it is not up for conciliation. However, the Union says that it was not in the notes that it was dropped, but the Union acknowledges it was not submitted to fact finding and therefore it can not be considered in conciliation.

The issues for conciliation follow. Please note that the numbering of the issues follows the format used in the hearing and the positions stated are the final positions of the parties. Please note that in respect to all the issues, and in particular those having economic and monetary impact, the total award package must be considered rather than any single award.

Issue Number 1

Article 11 **HOURS OF WORK AND OVERTIME**, Section 11.2, Overtime

In the present agreement for calculating overtime, active pay status is defined as hours actually worked, vacation time, personal days, discretionary time and authorized holidays.

The Employer's position is that only the hours worked should qualify for overtime. The Union maintains that the employees already work 82½ hours in a 14-day work period, before overtime begins.

The Conciliator agrees with the Union's rationale and finds the Employer's position to be taking away, to some extent, benefits already enjoyed by the Union. In the mind of the Conciliator, the Union made two points that were important: previous fact finding gave some support to the Union's position and the press release quoting the institution as relating significant financial savings due to vacancies at the institution. The Employer did not make a strong argument for its position or a convincing rebuttal to the Union's position.

### **AWARD**

The Conciliator awards the Union's final offer. Section 11.2 of the contract shall read as follows.

Overtime. Hours worked in excess of 82½ in a 14 day-work period shall be compensated at the rate of one and one-half (1½) times the regular hourly rate. For the purpose of this Article, "active pay status" is defined as hours actually worked, vacation leave, personal days, discretionary time, military leave, bereavement leave, workers compensation leave, FMLA leave, paid suspensions, sick time and authorized holidays.

Issue Number 3

Article 12 **WORK SCHEDULE**, Section 12.2, Shift Assignments

The Union's position is that all shift assignments should be bid on the basis of seniority, except the person least senior on each shift. The Employer's position is to remain with the present contract language.

The Union is calling for meaningful seniority by asking for permanent shifts. Also, the Union has answered some of the concerns of the Employer by allowing for one position to be filled solely by the Employer. Some other arguments the Union presented were the high turnover of supervisors and current practice in similar situations.

The Employer presented a number of arguments to support its position. With the present contract language there has been: a reduction in use of force incidents, the blending of experience, personnel gaining experience in respect to different shifts and less concern about supervisors remaining on the same shift for a length of time.

The Conciliator finds the Employer's position and rationale to be more compelling.

#### **AWARD**

The conciliator awards the Employer's position with the wording of this section being the current language of the contract.

Issue Number 5

Article 16 **SICK LEAVE**, Section 16.6(f), Sick Leave Conversion

The Union's position is 25% of unused sick leave, without a cap. The Employer's position is 25% but with a cap of 30 days (240 hours).

Both parties presented excellent arguments to support their positions. The Fact Finder's rationale considered some of the issues presented by the parties.

The Union says this item was a negotiated item and capping it now would have a large financial impact on the supervisors. The Employer talked about the fact that it is an unfunded item and would cause a large unfunded liability for the institution. The Employer also referenced the ORC 124.39 (in its written material).

Both parties gave rebuttals to positions stated.

The Conciliator feels capping the amount of accumulated sick would only increase the problem of absenteeism and would encourage those approaching retirement to use rather than accumulate sick time. Also, it was a negotiated item.

## **AWARD**

The Conciliator awards the Union's position, the current language of the contract.

Issue Number 7

Article 22 **FRINGE BENEFITS**, Section 22.1, Insurance Benefits

The Union's position is an increase from Twenty Thousand Dollars (\$20,000.00) to Thirty Thousand Dollars (\$30,000.00) in life insurance. The Employer's position is the current language, Twenty Thousand Dollars (\$20,000.00).

The Union rationale was that the impact of a supervisor's death on the family has a greater impact because supervisors earn more. In general, the amount of insurance should be in the range of the employee's wage. The Employer's concern is that the increase proposed by the Union is a 20% increase in costs, which is a significant financial impact.

The Conciliator feels the argument presented by the Union concerning the amount of insurance needed by a surviving family to be very strong.

## **AWARD**

The Conciliator awards the Union's position. The last sentence of Section 22.1 shall read: The Employer shall provide a life insurance benefit in the amount of Thirty Thousand Dollars (\$30,000.00) at no cost to the employee.

Issue Number 8

Article 22 **FRINGE BENEFITS**, Section 22.3, Uniforms

It should be noted that both the Employer and the Union agreed to an amended wording and therefore this issue was not in the conciliation.

Issue Number 12

Article 22 **FRINGE BENEFITS**, Section 22.1, Insurance Benefits

As we are all aware, health insurance is a major issue in labor negotiations and contracts today. It is also an issue that greatly affects both parties. The Employer amended its position to agree to maintain the current level of group health insurance coverage and pay 95% of the monthly premium with the employee paying 5%. The employee's monthly premium cost may not increase more than 10% in any twelve-month period.

The Union position is the current language of the contract.

The Employer discussed the SERB report that 65% of public employees are required to pay a portion of their health insurance. The Employer pointed out that in respect to

prescription drugs, employees pay nothing for generic drugs and \$4.00 for brand name drugs. The Employer noted that costs continue to go up for health insurance. In response to a point made by the Union, the Employer noted that less than 4% of its employees live in Lucas County. Also the Employer said that management at CCNO, in the future, would co-pay in respect to health insurance.

The Union mentioned that the press release in October 2000 (mentioned under Issue 1 in another context) talked of savings, one of which was health insurance. The Union noted that employees living in Williams County are required to purchase insurance with the highest premium. Also, the Union stated that it has not been a participant or party to the selection of the insurance carrier. Some discussion ensued on the part of both parties concerning this statement. The Union noted that no other employees at CCNO co-pay for health insurance.

The Conciliator feels that employees need to share in the cost of their health insurance but at a reasonable level. The burden needs to be shared, to some extent, by both employer and employees. This also makes for a more responsible use of the benefit.

#### **AWARD**

The Conciliator awards the Employer's position.

Before the last sentence in Section 22.1, add the following sentence: The Employer will pay ninety-five percent (95%) of the monthly premium cost, and the employee will share the cost by paying, through payroll deduction, five percent (5%) of the monthly premium cost based on the coverage type (single, two-part, family), provided that the employee's monthly premium cost may not increase more than ten percent (10%) in any twelve-month period.

Note that the above award refers to the current language and that the last sentence in Section 22.1 was amended above.

#### **Issue Number 9**

#### **Article 22 FRINGE BENEFITS, Section 22.4, Dry Cleaning Allowance**

The Employer's position is the current language, amounts staying at the level of One Hundred and Five Dollars. The Employer noted that over the life of the last contract the dry cleaning allowance increased 16% and the Fact Finder's recommendation and the Union's position would add 14% more increase in the contract being considered. The Employer does not see a relationship between costs and the allowance being requested.

The Union's position is for a five dollar (\$5.00) increase in the allowance per quarter for each year, the Fact Finder's recommendation. The Union had two other considerations: how the allowance is prorated and when the allowance is paid. The Union based their

request on increased costs for dry cleaning as well as the cost of travel to get the cleaning done.

The Conciliator agrees that costs for dry cleaning has and will continue to increase as well as the gasoline used to deliver and pick up of the items for dry cleaning. Therefore there is a need for an increase in the allowance.

### **AWARD**

The Conciliator awards the Union's position with the wording of the section as follows.

Dry Cleaning Allowance The Employer shall provide to employees whose uniforms are not exchanged and laundered by the Employer a dry cleaning allowance in the amount of One Hundred and Ten Dollars (\$110.00), per quarter during the calendar year 2001, One Hundred and Fifteen Dollars (\$115.00) per quarter during the calendar year 2002, and One Hundred and Twenty Dollars (\$120.00) per quarter during the calendar year 2003. Eligible employees shall be all those that have been employed for the entire quarter. The allowance shall be prorated in the following manner: employees who have completed two (2) months of employment in the quarter shall receive two-thirds (2/3) of the allowance; and employees who have completed one (1) month's employment in the quarter shall receive one-third (1/3) of the allowance. The above amounts shall be paid in the first pay check in the following quarter for the first three (3) quarters and for the fourth quarter it shall be paid in the last pay check of the year.

Issue Number 10

Article 23 **WAGES**, Section 23.1, Rates of Pay

The employer offered a Four Percent (4%) wage increase effective January 1, 2001, January 1, 2002 and January 1, 2003. The Union's position was a Four and One-Half Percent (4 ½%) rate increase effective January 1, 2001, January 1, 2002 and January 1, 2003. The Union dropped their position on continuous year of service.

Both the Employer and the Union offered a number of facts to support their positions. In considering comparables, it seems there is support for both positions and provides little or no help in arriving at a decision. It is also noted that the difference between the percentages of increase was much smaller in the final positions than originally proposed. The Conciliator also needed to take into account the award in respect to the health insurance. Also, the Conciliator noted an important point made by the Union as to the extra hours the supervisors work each year at straight time pay.



## **AWARD**

The Conciliator awards the Union's position. There shall be a Four and One-Half Percent Increase (4 ½ %) increase in the rates of pay effective January 1, 2001, January 1, 2002 and January 1, 2003.

It is to be noted that both the Employer and the Union agreed that wages listed in Article 23.1 should be put in table form in the final copy. The table form refers to the format used by the Union in its written proposal (Tab 10).

Issue Number 11

Article 23 – **WAGES**, Section 23.2 New

The Employer's position is that the Special Response Team (SRT) members should not receive an additional hourly wage in addition to the wages listed in Section 23.1. The Union's position is that the SRT members should receive an additional Two Percent (2 %) wage in addition to the wages listed in Section 23.1.

The Employer based its position on the fact that SRT members receive additional training and opportunities for overtime. The Union rationale is that SRT members are placed possibly in civil penalty jeopardy because of what is required of them. Their work is dangerous. They could be deprived of shift selection regardless of seniority.

The Conciliator feels the arguments presented by the Employer, extra training and possible overtime, to be sufficient compensation for the SRT members.

## **AWARD**

The Conciliator awards the Employer's position.

Issue Number 13

Article 33 – **DURATION**, Section 33.1

It is to be noted that the current Agreement between the parties expired June 30, 2000.

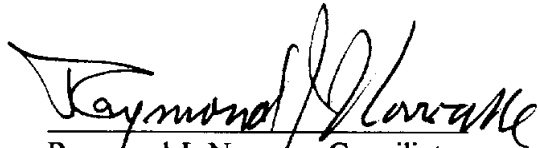
The Employer would have the effective date of the Agreement be January 1, 2001, with a six months gap. The contract termination would be on December 31, 2003. The Union's position is for the contract to start on July 1, 2000 and terminate on June 30, 2003. Both parties agreed to the wage increases taking place the first full pay period on or after January 1, 2001, January 1, 2002 and January 1, 2003. The Employer was agreeable to the date proposed by the Union as long as there were no economic or monetary increases for the last six months following the termination of the contract, July 1, 2003 to December 31, 2003.

The Conciliator feels that there is no reason for the contract to be less than three years since this would cause a gap, especially with a gap of six months.

### **AWARD**

The Conciliator awards the Union's position. The contract shall be in effect from July 1, 2000 to June 30, 2003 with the wage increases taking place the first full pay period on or after January 1, 2001, January 1, 2002 and January 1, 2003.

Please note that the Conciliator cannot award anything beyond the termination date of the contract and the parties cannot agree to anything being legally binding beyond that termination. However, both the Employer and the Union agreed that there would be no economic or monetary increases for the six-month period following the termination of the contract, July 1, 2003 to December 31, 2003. This should be taken into account as the parties negotiate their next contract. This is the spirit in which the award was given.

  
Raymond J. Navarre, Conciliator  
April 18, 2001