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STATE EMPLOYMENT RELATIONS BOARD  
CASE NO. 00-MED-05-0617

JACKSON TOWNSHIP, OHIO

The Employer

and

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

The Union

OPINION AND AWARD

APPEARANCES

For the Employer:

Robert J. Tscholl, Attorney  
Steven M. Meeks, Trustee  
Phillip Paar, Chief of Police  
Glen Goe, Lieutenant, Police Dept.

For the Union:

Chuck Choate, Staff Representative  
Sergeant Megan Bovenzi, Bargaining Unit Member

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## I SUBMISSION

This matter came before this conciliator pursuant to the terms of the statutory laws of the State of Ohio. The hearing in this cause was scheduled and conducted on December 15, 2000 at the conference facility of the employer located in Jackson Township, Ohio. The witnesses were neither sworn nor sequestered but the parties did agree to file post hearing briefs in this matter. The parties also waived any rules against retroactivity since the hearing was conducted in the year 2000 and the briefs and award would not be concluded until early 2001. It was upon the evidence and argument that this matter was heard and submitted and that this Opinion and Award was thereafter rendered.

## II STATEMENT OF FACTS

There was a multitude of unresolved issues between the parties at the outset. The parties concluded their agreements on all issues except one. The one issue that the parties could not agree upon was the differential in wages between the rank of patrolmen and sergeant in the police force of Jackson Township, Ohio. The township had offered a fifteen percent differential and the union was seeking a sixteen percent differential. A fact finder below had awarded the sixteen percent increment. The bargaining unit accepted such fact finder award and the employer rejected that award.

The employer in this matter did not raise the issue of ability to pay during the hearing

of this cause.

The firefighters in Jackson Township had recently received a fifteen percent pay differential between the firefighters and their captains. That was based upon the fifteen percent differential between the patrolmen and the sergeant existing at that time. The firefighter was likened to the patrolmen and the captain was likened to the sergeant on the police force. The city argued that the internal comparatives favored a fifteen percent differential increase not a sixteen percent increase.

The union on the other hand indicated and stated that three comparables namely North Canton Police, Summit County Sheriffs and Stark County Sheriffs all receive sixteen percent increments rather than the fifteen percent presently offered. The employer argued that such comparables are improper because these were out of county comparables. In that regard the Township argued that it was illegal under the statute (O.R.C. 4117) to use out of county employees comparables.

The Township also argued that comparables within the county favored the fifteen percent differential and not the sixteen percent differential. Thus, in sum and substance, the arguments of the Township defended against this requested sixteen percent differential on the allegedly improper comparables which was termed, a violation of the statute (ORC 4117)

in that regard; on the basis that the internal comparables favored a fifteen percent differential not a sixteen percent differential and on the basis that in county differentials also favored a fifteen percent differential finding.

The union took the stance that their comparables were legal; that the comparables were from the same marketing area; that the written word of the law does not indicate and state that comparables from outside the county is inappropriate when determining activity under the conciliation statute and that the result sought is not obnoxious or inappropriate for an individual who places their life on the line everyday that they are on duty.

It was upon these allegations, statements and denials that this matter rose for Opinion and Award.

### III OPINION AND DISCUSSION

As one reads the statute in this particular regard it is noted that the standards used by conciliators are listed but that the standards are not weighted. In other words, any standard may be given any weight by the conciliator. Probably all the standards should be considered of equal weight in determining the result. Firstly, there is no question but that this employer has the ability to pay and to finance the request of the union.

There are only five sergeants involved and the total payroll per year for the increase from fifteen to sixteen percent differential would be approximately twenty five hundred dollars. Simply put, money was not an issue.

It was indicated that historically the past collective bargaining agreements included wage increments and differential increments from time to time as they were bargained for. Thus past collective bargaining agreements if used as a standard has determined that past collective bargaining agreements do allow increases in differentials.

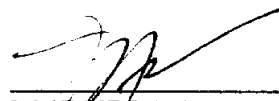
The use of comparables from surrounding counties is not an obnoxious review for one seeking additional wage, fringes or benefits. As long as the comparables are generally within the same marketing area then in that event there is no question but that the comparable is proper. I think it would be inappropriate to use a big city marketing area of Cleveland in Cuyahoga County in a mix with a Summit, for example. It is recognized that Jackson Township does pay its safety forces well. If that is the case, the fact that Jackson Township has now assumed leadership in wage differential is not an inappropriate activity for such an increase from fifteen percent to sixteen percent.

The internal comparison of a wage differential between fire and police is really a non factor. The duties of both safety forces are entirely different, the scheduling is entirely

different. The ability for a second job for a firefighter is present whereas a second job for a policeman is really a difficult task. While both safety forces have the ability to present their cases twice (fact finder and conciliator), the fact is that it is apparent that the likeness ends at that point. Quite frankly the internal comparison of comparing police to fire differential in my opinion is inappropriate.

IV AWARD

The police department is afforded a sixteen percent wage differential between patrolmen and sergeant per year payable with the wage that each sergeant receives for the indicated pay period. This is to continue for each year of the three year contract.



MARVIN J. FELDMAN, Conciliator

Made and entered  
this 26<sup>th</sup> day  
of January 2001.