

In the matter of conciliation between

Shawnee Township

2003 MAY 21 A 10: 29

and the

Fraternal Order Of Police, Ohio Labor Council, Inc.

Sergeants/Police Officers

Dispatchers

SERB Case Nos. 2002-MED-09-0840, 0841, 0842

This matter was heard before Louis V. Imundo, Jr., Conciliator, in Shawnee Township, Ohio on May 9, 2003.

## 1.0 Introduction

### 1.1 Appearing For The Township

- Pete Lowe, V.P./COO Clemans-Nelson Associates
- Elizabeth Criblez, Consultant Clemans-Nelson Associates
- Russell Holly, Trustee

### 1.2 Appearing For The FOP, Ohio Labor Council, Inc.

- Ross Rader, Staff Representative
- Michael S. Eilerman, Sergeant
- Tracy Koenig, Dispatcher

## 2.0 Unresolved Issues

Sergeants/Police Officers

Article 11 – Compensation

Article 14 – Insurance

Article 16 – Holidays

Article 18 – Sick Leave Conversion

Dispatchers

Article 11 – Compensation

Article 14 – Insurance

Article 16 – Holidays  
Article 18 – Sick Leave Conversion

### 3.0 Findings

#### **Sergeants/Police Officers**

#### **Article 11 - Compensation**

There is no question that the country is in a deep-rooted pervasive recession and that its impact on state and local governments ability to fund operations will be felt for years to come. In the Conciliator's opinion given the Township's current financial situation and its uncertainty going forward the Employer's wage proposal is fair and reasonable. In the Conciliator's opinion the Union's arguments for the increased differential between Patrol Officers and Sergeants was not persuasive. The Conciliator has determined that Article 11's language will be as follows:

#### **ARTICLE 11** **COMPENSATION**

**Section 11.1. WAGES** The following wage scales shall be applicable to all bargaining unit employees effective on the dates indicated:

Hourly rates shall be increased by 3% effective January 1, 2003, to the following rates:

#### **YEARS WITH THE DEPARTMENT**

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Patrol Officers	\$13.24	\$13.93	\$14.60	\$15.71	\$16.98	\$18.33
Sergeants		\$15.05	\$15.79	\$16.98	\$18.34	\$19.80

Hourly rates shall be increased by 3% effective January 1, 2004, to the following rates:

#### **YEARS WITH THE DEPARTMENT**

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Patrol Officers	\$13.62	\$14.33	\$15.03	\$16.17	\$17.48	\$18.87
Sergeants		\$15.50	\$16.26	\$17.49	\$18.89	\$20.39

Hourly rates shall be increased by 3% effective January 1, 2005, to the following rates:

**YEARS WITH THE DEPARTMENT**

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Patrol Officers	\$14.02	\$14.75	\$15.48	\$16.65	\$18.00	\$19.43
Sergeants		\$15.97	\$16.75	\$18.01	\$19.46	\$21.00

New employees shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the Shawnee Township Police Department.

Patrol officers promoted to Sergeant shall remain in the same pay step based on their years of service with the department and shall advance to the next succeeding pay step, if one exists, during the pay period which includes the employee's anniversary date of hire as a full-time employee of Shawnee Township Police Department.

**Section 11.2. SHIFT DIFFERENTIAL** A shift differential of forty-five cents (\$.45) per hour shall be paid for all hours worked between 4:00 p.m. and 8:00 a.m. Shift differential shall be included when calculating the employee's overtime rate of pay.

**Section 11.3. K-9 ALLOWANCE** The officer responsible for the care of the Department K-9 dog shall receive an allowance of twenty-five dollars (\$25.00) per month.

**Section 11.4. LONGEVITY** Each eligible bargaining unit employee will receive an hourly longevity supplement according to the following schedule, based on the employee's length of continuous full-time employment with the Township:

- After completion of ten (10) years of continuous employment = \$0.34 per hour
- After completion of fifteen (15) years of continuous employment = \$0.43 per hour
- After completion of twenty (20) years of continuous employment = \$0.53 per hour

Longevity pay shall be paid each biweekly pay period. The longevity supplement shall be added to the employee's base hourly rate before calculating the employee's overtime rate of pay.

**Section 11.5. O.I.C. PAY** Any Patrol Officer required to serve as Officer-in-Charge for a full eight (8) hour tour of duty, due to the absence of all ranking officers on that shift, shall receive one-half (½) hour of compensatory time in addition to the Patrol Officer's regular daily rate of pay.

**Section 11.6. INVESTIGATOR** The Chief of Police, at his sole discretion, may assign a police officer to perform the duties of an Investigator. The police officer, while assigned such responsibilities on a regular and continuing basis, shall receive a wage supplement equal to four percent (4%) above the officer's regular base hourly rate as reflected in the wage scale contained in Section 11.1 above. The duration of the assignment shall be determined by the Chief of Police. The Investigator wage supplement shall not be applicable to officers temporarily assigned to perform investigative duties.

## **Dispatchers**

### **Article 11 - Compensation**

The Conciliator applies the same reasoning to the hourly wage rates and all other compensation related matters to the Dispatchers as he applied to the Sergeants/Patrol Officers. Article 11's language will be as follows:

#### **ARTICLE 11** **COMPENSATION**

**Section 11.1. WAGES** The following wage scales shall be applicable to all bargaining unit employees on the dates indicated:

Hourly rates shall be increased by 3% effective January 1, 2003, to the following rates:

#### **YEARS WITH THE DEPARTMENT**

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>
\$12.33	\$12.70	\$13.08	\$13.47	\$13.87	\$14.29	\$14.73	\$15.31

Hourly rates shall be increased by 3% effective January 1, 2004, to the following rates:

#### **YEARS WITH THE DEPARTMENT**

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>
\$12.70	\$13.08	\$13.47	\$13.87	\$14.29	\$14.72	\$15.17	\$15.77

Hourly rates shall be increased by 3% effective January 1, 2005, to the following rates:

#### **YEARS WITH THE DEPARTMENT**

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>
\$13.08	\$13.47	\$13.87	\$14.29	\$14.72	\$15.16	\$15.63	\$16.29

Current employees shall be assigned to the applicable rate of pay as specified in the above pay scale based on their completed years of continuous service with the Shawnee Township Central Dispatch Department, and shall advance to the next succeeding pay step upon completion of the required years of continuation service specified therein.

New employees shall be assigned to the "Start" rate on the pay scale and shall advance to the next succeeding pay step upon completion of the required years of service as specified therein.

**Section 11.2. SHIFT DIFFERENTIAL** A shift differential of forty-five cents (\$.45) per hour shall be paid for all hours worked between 3:00 p.m. and 7:00 a.m.

**Section 11.3. LONGEVITY** Each eligible bargaining unit employee will receive an hourly longevity supplement according to the following schedule, based on the employee's length of continuous full-time employment with the Township.

- After completion of ten (10) years of continuous employment = \$0.34 per hour
- After completion of fifteen (15) years of continuous employment = \$0.43 per hour
- After completion of twenty (20) years of continuous employment = \$0.53 per hour

Longevity pay shall be paid each biweekly pay period. The longevity supplement shall be added to the employee's base hourly rate before calculating the employee's overtime rate of pay.

### **Sergeants/Patrol Officers**

#### **Article 14 – Insurance**

Clearly, health care insurance costs has, in recent years, become a problem some and challenging issue for employers and employees alike. The healthcare industry seemingly wants to immunize itself from the deterioration in the economy by raising prices at will. Technology has enabled medical practitioners to better diagnose and treat illnesses and injuries. Technology has also played a major role in the development of new drugs to prevent, treat, and cure diseases. People, when they are either ill or injured want the best medical care and treatment available and that comes at a price. Increased costs in healthcare insurance are relatively easy for employers to deal with when economic times are good. Such costs pose a serious problem when economic times are not so good.

In the Conciliator's opinion, given what the Township has experienced in recent years with respect to healthcare insurance costs and the uncertainty of future costs the Conciliator finds more merit in the Township's proposal than the FOP's proposal. The Conciliator has determined that the Township's proposal presented at the conciliation hearing should be adopted. Article 14's language will read as follows:

**ARTICLE 14**  
**HEALTH/LIFE INSURANCE**

**Section 14.1.** The Employer agrees to provide single or family medical insurance coverage, as appropriate, and life insurance coverage to all bargaining unit employees. The Employer recognizes the need for adequate insurance coverage and the FOP/OLC and employees recognize the ever increasing cost of such coverage. Therefore, the parties agree to work cooperatively in seeking an insurance provider which can provide adequate coverage at a reasonable cost.

**Section 14.2.** Effective January, 2003, the Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage:

Single coverage	-	\$390.00
Family coverage	-	\$895.00

Any increase in insurance premiums above the limits specified above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee.

The Employer shall pay the full cost for a \$15,000 group term life insurance policy covering all bargaining unit Employees.

Effective April 1, 2003, the Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage:

Single coverage	-	\$390.00
Family coverage	-	\$975.00

Any increase or decrease in insurance premiums outside the limits specified above shall be shared as follows:

Period	Employer's Share	Employee's Share
04/01/03 until 04/01/04	60%	40%
04/01/04 until 04/01/05	55%	45%

04/01/05 until 04/01/06

50%

50%

**Section 14.3.** Employees shall pay all co-payments and/or deductibles as provided in the group health insurance plan.

**Section 14.4.** The Employer agrees to establish a Group Insurance Committee with representatives from each department of the Township to review and make recommendations to the Trustees regarding various types of group insurance coverage and plans, alternate services and cost containment programs. The Union shall have one (1) voting representative from each bargaining unit on the Group Insurance Committee.

### **Dispatchers**

### **Article 14 – Insurance**

The language in the Dispatchers Agreement shall mirror what will appear in the Sergeants/Patrol Officers Agreement.

## **ARTICLE 14 HEALTH/LIFE INSURANCE**

**Section 14.1.** The Employer agrees to provide single or family medical insurance coverage, as appropriate, and life insurance coverage to all bargaining unit employees. The Employer recognizes the need for adequate insurance coverage and the FOP/OLC and employees recognize the ever increasing cost of such coverage. Therefore, the parties agree to work cooperatively in seeking an insurance provider which can provide adequate coverage at a reasonable cost.

**Section 14.2.** Effective January, 2003, the Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage:

Single coverage	-	\$390.00
Family coverage	-	\$895.00

Any increase in insurance premiums above the limits specified above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee.

The Employer shall pay the full cost for a \$15,000 group term life insurance policy covering all bargaining unit Employees.

Effective April 1, 2003, the Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage:

Single coverage - \$390.00  
Family coverage - \$975.00

Any increase or decrease in insurance premiums outside the limits specified above shall be shared as follows:

Period	Employer's Share	Employee's Share
04/01/03 until 04/01/04	60%	40%
04/01/04 until 04/01/05	55%	45%
04/01/05 until 04/01/06	50%	50%

**Section 14.3.** Employees shall pay all co-payments and/or deductibles as provided in the group health insurance plan.

**Section 14.4.** The Employer agrees to establish a Group Insurance Committee with representatives from each department of the Township to review and make recommendations to the Trustees regarding various types of group insurance coverage and plans, alternate services and cost containment programs. The Union shall have one (1) voting representative from each bargaining unit on the Group Insurance Committee.

### **Sergeants/Patrol Officers**

### **Article 16 – Holidays**

The Conciliator finds no justification for increasing the amount of pay for working on a holiday or for increasing the number of personal leave days. The Conciliator finds merit in the FOP's proposal (Section 16.3) for prorating personal days for newly hired employees. Article 16's language shall be as follows:

### **ARTICLE 16 HOLIDAYS**

**Section 16.1.** The recognized holidays for full-time bargaining unit employees shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January

Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

**Section 16.2.** Bargaining unit employees shall work their regularly assigned schedule and shall receive eight (8) hours pay for each of the recognized holidays which occur during their period of employment for that calendar year. Holiday compensation shall not be considered in calculating an employee's eligibility for overtime. Employees shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked on a recognized holiday.

**Section 16.3.** Each bargaining unit Employee shall be entitled to three (3) paid personal leave days per calendar year. Personal days for all new hired employees will be prorated at two hours (2) personal time for each full month remaining in the year following their hire date. Such days shall not be accumulative from year to year. Personal leave requests are subject to the approval of the Employer based on the operational needs of the Department. Personal leave days shall be taken in whole day or one-half day increments.

**Section 16.4.** Employees calling in sick for scheduled work on a holiday will receive sick pay only for that holiday.

## **Dispatchers**

### **Article 16 – Holidays**

The Conciliator has determined that the FOP's proposal should be adopted. Article 16's language will read as follows:

#### **ARTICLE 16 HOLIDAYS**

**Section 16.1.** The recognized holidays for full-time bargaining unit Employees shall be as follows:

- January 1<sup>st</sup> (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents Day)

Last Monday in May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day)  
November 11<sup>th</sup> (Veterans Day)  
Fourth Thursday in November (Thanksgiving Day)  
December 25<sup>th</sup> (Christmas Day)

**Section 16.2.** Bargaining unit Employees shall work their regularly assigned schedule and shall receive eight (8) hours pay at their regular rate, for each of the recognized holidays which occur during their period of employment for that calendar year.

**Section 16.3.** In addition to the compensation specified in Section 16.2 above, any bargaining unit Employee required to work any of the above mentioned holidays in Section 16.1 shall be paid time and one-half (1 ½) the Employee's regular hourly rate for all hours worked on such holiday(s). Holiday compensation shall not be considered in calculating an Employee's eligibility for overtime. Employees, at their option, may bank up to twenty-four (24) hours of holiday time each year. Any banked holiday hours cannot exceed the 80-hour cap in the compensatory time bank.

**Section 16.4** Each bargaining unit Employee shall be entitled to three (3) paid personal leave days per calendar year. Such days shall not be accumulative from year to year. Personal leave requests are subject to the approval of the Employer based on the operational needs of the Department. Personal leave days shall be taken in whole or one-half day increments. Personal days for new hired employees shall be prorated at two (2) hours personal time for each full month remaining in the calendar year.

**Section 16.5.** Employees calling in sick for scheduled work on a holiday will receive sick pay only for that holiday.

### **Sergeants/Police Officers**

#### **Article 18 – Sick Leave Conversion**

In the Conciliator's opinion, sick leave is a benefit that should be used when a valid reason exists to do so. It does not exist so that employees can get time off at their choosing by feigning personal illness or injury. Employees who misuse sick leave should be subject to corrective action. The Conciliator believes that the township's proposal should be adopted. Article 18's language will read as follows:

**ARTICLE 18**  
**SICK LEAVE CONVERSION**

**Section 18.1.** Upon retirement from Township service, a bargaining unit employee shall be eligible to be paid an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, up to a maximum payment for 25% of 2080 hours = 520 hours paid. If the retiring employee has more than 2080 hours of sick leave accrued but unused, the employee shall be eligible to receive payment for one-third (1/3) of all hours accrued in excess of 2080 hours.

**Section 18.2.** To receive the sick leave payment, the employees shall have had at least five (5) years of service with the Township.

**Section 18.3.** To qualify for sick leave conversion, the employee must be eligible to receive retirement benefits from the Public Employees Retirement System at the time of separation from Township employment.

An employee must request such payment in writing.

The payment will be made only once and will eliminate all accrued sick leave credit.

**Section 18.4.** In the event an employee dies while actively employed by the Township, unused sick leave shall be paid to the employee's surviving spouse or to the estate of the deceased, up to limits stipulated in Section 18.1.

**Section 18.5.** In the event an employee dies in the line of duty, all unused sick leave that may have been available to the employee shall be paid to employee's surviving spouse or to the estate of the deceased with no maximum limit.

**Dispatchers**

**Article 18 – Sick Leave Conversion**

The Conciliator finds that the Township's proposed language should be adopted. Article 18 will read as follows:

**ARTICLE 18**  
**SICK LEAVE CONVERSION**

**Section 18.1.** Upon retirement from Township service, a bargaining unit employee shall be eligible to be paid an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, up to a maximum payment for 25% of 2080 hours = 520 hours paid. If the retiring employee has more than 2080 hours of sick

leave accrued but unused, the employee shall be eligible to receive payment for one-third (1/3) of all hours accrued in excess of 2080 hours.

**Section 18.2.** To receive the sick leave payment, the employee shall have had at least five (5) years of service with the Township.

**Section 18.3.** To qualify for sick leave conversion, the employee must be eligible to receive retirement benefits from the Public Employees Retirement System at the time of separation from Township employment.

An employment must request such payment in writing.

The payment will be made only once and will eliminate all accrued sick leave credit.

**Section 18.4.** In the event an employee dies while actively employed, such unused sick leave as stipulated in Section 18.1 that may have been available to the employee shall be paid to the employee's surviving spouse or to the estate of the deceased, up to limits stipulated in Section 18.1.

**Section 18.5.** In the event an employee dies in the line of duty, all unused sick leave that may have been available to the employee shall be paid to employee's surviving spouse or to the estate of the deceased with no maximum limit.

#### **4.0 Tentative Agreements**

The tentative agreements contained in Tab No. 4 in the Townships and the FOPs' manuals presented at the conciliation hearing shall be memorialized in the successor Agreements.

May 18, 2005  
Date

Louis V. Imundo, Jr.  
Louis V. Imundo, Jr.  
Conciliator