



STATE EMPLOYMENT  
RELATIONS BOARD

2010 SEP 14 P 12: 52

**STATE OF OHIO  
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD**

<b>IN THE MATTER OF CONCILIATION</b>	:	<b>SERB Case #'s 09-ME- 09-0867</b>
	:	<b>09-MED- 09-0868</b>
<b>BETWEEN THE</b>	:	
	:	
<b>CITY OF PICKERINGTON, OHIO</b>	:	
	:	
Employer	:	<b>Date of Conciliation Hearing:</b>
	:	<b>August 26, 2010</b>
<b>AND THE</b>	:	
	:	
<b>FRATERNAL ORDER OF POLICE,</b>	:	<b>E. William Lewis, Conciliator</b>
	:	
<b>CAPITAL CITY LODGE # 9</b>	:	
	:	
Union	:	

**CONCILIATOR'S FINDINGS AND AWARD**

**APPEARANCES:**

**For the Union:**

Robert W. Sauter, Esq.  
Coppert, Latanik, Sauter & Washburn  
225 East Broad Street  
Columbus, Ohio 43215

**For the City:**

John J. Krock, Vice President  
Clemans-Nelson & Associates Inc.  
6500 Emerald Parkway, Suite 100  
Dublin, Ohio 43016-0235

**AUTHORITY**

This matter was brought before Conciliator E. William Lewis, in keeping with applicable provisions of Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Conciliator is for consideration and directive based on merit and fact according to the provisions of Ohio Revised Code 4117, particular those that apply to Safety Forces and mutual directives of the parties.

## **BACKGROUND:**

The City of Pickerington, hereinafter known as the City/Employer, and the Fraternal Order of Police, Capital City Lodge #9, hereinafter known as the FOP/Union, have been in the process of bargaining a renewal contract. The current contract expired on December 14, 2009. There are two bargaining units involved in these negotiations. The parties engage in multi-unit bargaining for the ranks of Police Officers and Sergeants. The two bargaining units are staffed with approximately eighteen Police Officers, and five Sergeants.

The bargaining process commenced in the fall of 2009. The issues have been narrowed to those identified herein through the use of Mediation and Fact-Finding. The Fact-finder issued his Report on June 9, 2010. A significant number of issues were resolved through joint efforts of the parties and the Fact-finder's mediation and recommendations.

The parties notified SERB on July 7, 2010 that they had mutually selected this Conciliator. The Conciliation Hearing was scheduled for August 26, 2010, by mutual agreement among the parties.

In determination of the Conciliation Award and in compliance with ORC 4117.14(G)(7), and related rules and regulations of SERB, the following were taken into consideration in making this Award:

- (a) Past collectively bargained agreements, if, any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees 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;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

### **CONCILIATION HEARING:**

The Conciliator was duly selected by the parties in this matter, in compliance with Ohio Revised Code, Section 4117.14 (D)(1)(B), by letter dated July 7, 2010.

The Hearing was held August 26, 2010 at the City of Pickerington's Police Department. The parties timely filed the required the required pre-hearing submittals.

The Conciliation Hearing commenced with a review of and agreement as to the unresolved issues. In the conciliator's opinion, the final offer positions of the parties were not significantly different following the Fact-finder's recommendations. Thusly, they were asked if they were interested in a mediation discussion. The parties mutually agreed to attempt mediation on the unresolved issues.

During the mediation discussion, it was mutually agreed to by the parties to resubmit their final offer positions on two items. The FOP amended their third year (2012) wage position from three percent (3%) to two and one-half percent (2.5%). The City amended their pre-submittal position in Section 18.1, to include current language, providing for representatives from the bargaining units to have input and participate in the City's Insurance Review Committee.

With these pre-submittal final positions, and the mutually agreed to amended pre-submittal positions, the conciliator makes the following Awards on the heretofore unresolved issues.

The Awards reflect the mutual agreements reached on the final positions through mediation with the conciliator. Furthermore, the parties mutually agreed to waive the introduction of evidence and testimony deferring to their mutually agreed to final positions.

## **ARTICLE 17--COMPENSATION/HOURS OF WORK**

### **Section 17.1. Wage Rates.**

#### **Section 17.11. (New) Detective On-Call**

Union Position:

#### **Section 17.1 Wage Rates.**

The FOP proposes no wage increase for payroll year 2010. The FOP proposes a 2.5% wage increase for payroll year 2011 and a 2.5% wage increase for payroll year 2012. The wage increases would apply to Police Officers and Sergeants.

#### **Section 17.11 (New) Detective On-Call.**

The FOP proposes a new Section 17.11 to address compensation when a Detective is placed on-call. The proposed language is as follows:

**Section 17.11. Detective On-Call. Where a Detective is placed on call on weekly basis, the Detective shall receive one (1) hour of compensatory time for being placed in on-call status.**

Employer Position:

The Employer's Pre-submittal position rejected the addition of an On-Call provision for Detectives. Remain with current language.

**AWARD:**

In accordance with our mutually agreed to final positions Sections 17.1 and Section 17.11 to read as follows:

**Section 17.1. Wage Rates** Members shall be paid in accordance with the following wage rates.

Effective December 29, 2009

	OFFICER			
STEP	1	2	3	4
HOURLY:	21.11	24.25	26.01	30.82
Bi-Weekly	1,688.80	1,940.00	2,080.80	2,465.60
Annually	43,908.80	50,440.00	54,100.80	64,105.60

	SERGEANT	
HOURLY		35.45
Bi-Weekly		2,836.00
Annually		73,736.00

Effective December 26, 2010 (2.5%)

	OFFICER				
STEP	1	2	3	4*	5
Hourly	21.64	24.86	26.66	29.13	31.59
Bi-Weekly	1,731.02	1,998.80	2,132.80	2,330.40	2,527.20
Annually	45,006.52	51,701.80	55,452.80	60,590.40	65,707.20

**SERGEANT**

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Hourly	36.34
Bi-Weekly	2906.90
Annually	75,579.40

Effective December 27, 2011 (2.5%)

**OFFICER**

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STEP	1	2	3	4*	5
Hourly	22.18	25.48	27.33	29.86	32.38
Bi-Weekly	1774.40	2038.40	2186.40	2388.80	2590.40
Annually	46,134.40	52,998.40	56,846.40	62,108.80	67,350.40

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**SERGEANT**

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Hourly	37.25
Bi-Weekly	2980.00
Annually	77,480.00

\* Step 4 applies only to hires after June 30, 2010.

**SECTION 17.11. (NEW) DETECTIVE ON-CALL.** To read as follows:

Where a Detective is placed on call on a weekly basis, the Detective shall receive one (1) hour of compensatory time for being placed in on-call status.

**ARTICLE 18 INSURANCE**

**Section 18.1 Insurance Coverage and Member Premium.**

Employer Position:

**Section 18.1. Insurance Coverage and Member Premium.** The Employer will provide comprehensive hospitalization, surgical, medical, physicians' services coverage, prescription drug coverage, vision care plan, and dental coverage in the same manner it provides insurance to non-bargaining, non-administrative City employees. Members shall pay the following monthly contribution for such coverage during the listed payroll year;

- Effective for 2010, 8% of the premium paid by the Employer.
- Effective in payroll year 2011, 10% of the premium paid by the Employer
- Effective in payroll year 2012, 12% of the premium paid by the Employer

If the City chooses to offer incentives to members not to be covered through the City's health care plan because they have coverage elsewhere, then the members shall be awarded the same opportunity for such incentives. Further, representatives from the bargaining units will have input and participate in the City's Insurance Review Committee. Bargaining

unit employees will pay the same contribution toward the monthly premiums as non-bargaining, non-administrative City employees pay, except not greater than outlined above. The City also agrees to fund the Health Savings Account (HSA) at not less than 75% of the deductible, or the funding as non-union employees, whichever is greater.

**Union Position:**

Same as the Employer's, except with the following changes:

- Effective in the payroll year 2010, 8% of the premium paid by the Employer not to exceed \$55 monthly for single coverage and not to exceed \$110 monthly for family coverage.
- Effective in the payroll year 2011, 10% of the premium paid by the Employer, not to exceed \$69 monthly for single coverage and not to exceed \$138 monthly for family coverage.
- Effective in the payroll 2012, 12% of the premium paid by the Employer, not to exceed \$83,00 monthly for single coverage and not to exceed \$166.00 monthly for family coverage,

Bargaining unit employees will pay the same contribution towards the monthly premiums as non-bargaining, non-administrative City employees pay, except not greater than outlined above. The City also agrees to fund the Health Savings Account (HSA) at not less than 90% of the deductible or the same funding as non-bargaining employees, whichever is greater.

**AWARD:**

In accordance with our mediation discussions, the City's position on Section 18.1 is to be incorporated into the CBA.



## **ARTICLE 24 SICK LEAVE**

### **Section 24.9(A) (NEW) Annual Sick Lave Pay Out Option.**

Union Position:

### **Section 24.9(A) Annual Sick Leave Pay Out Option.**

**A. In payroll year 2010, a member may, at his or her option, “sell back” up to ten (10) hours of accrued but unused sick leave each quarter, to a maximum of forty (40) hours in payroll year 2010.**

Employer Position:

Not addressed in their pre-submittal, nor by the Fact-finder.

### **AWARD:**

No change to current language, in accordance with our mediation discussions. This is a counter productive proposal based on the mutually agreed to wage freeze for payroll year 2010.

## **CONCLUSION**

The Conciliation awards contained herein were arrived at after giving consideration to the positions of and arguments of the parties, our mediation discussions, and the Criteria enumerated in ORC 4117,14(G)(7). In addition, I also incorporate by reference into this Report, the tentative agreements of the parties reached through negotiations or the Fact Finding Report, and the language of the expired Agreement which remains unchanged by the parties.

This concludes the Conciliation Report.

Respectfully submitted and issued at Columbus, Ohio, this 10th day of September 2010.

A handwritten signature in black ink that reads "E. William Lewis". The signature is written in a cursive style with a large initial "E" and a long, sweeping underline.

E. William Lewis  
Conciliator

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Conciliator's Report was hand delivered to the parties and mailed by U. S. Mail to SERB to:

Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

and

Mr. John Krock, Vice President  
Clemans, Nelson & Associates  
6500 Emerald Parkway, Suite 100  
Dublin, Ohio 43016

and

Robert W. Sauter, Esq.  
Cloppert, Latanik, Sauter & Washburn  
225 East Broad Street  
Columbus, Ohio 43215

This 13th day of September 2010.



E. William Lewis  
Conciliator