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STATE EMPLOYMENT RELATIONS BOARD

**CONCILIATOR'S AWARD**

**IN THE MATTER OF:**

CUYAHOGA COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

Case Number: 11-MED-04-0635  
Corrections Sergeants

Before Conciliator: Thomas J. Nowel  
February 3, 2012

**PRESENTED TO:**

Christopher J. Russ, Assistant Law Director  
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Thomas J. Nowel was appointed to serve as Conciliator in the above referenced case by the State Employment Relations Board on December 13, 2011 in accordance with Ohio Revised Code Section 4117.14 (D) (1).

Hearing was conducted on January 30, 2012 at the Cuyahoga County Justice Center in Cleveland, Ohio. The parties commenced negotiations in March, 2011 for the initial collective bargaining agreement between the County and this unionized bargaining unit. After a series of bargaining sessions, the parties reached impasse on a number of items. The matter was submitted to Fact Finding, and settlement was achieved on numerous issues through mediation which was conducted by the Fact Finder. The parties continued to be at impasse on a number of issues, and the Fact Finder held an evidentiary hearing and issued a Report and Recommendation. This Report failed to resolve the impasse on the outstanding issues on the table. Unresolved issues were then submitted to Conciliation, and the parties timely filed the required pre-hearing statements.

The Union represents a bargaining unit of approximately fourteen (14) employees in the classification of Corrections Officer Sergeants.

Outstanding Issues include the following:

Wages  
Longevity  
Hospitalization  
Duration

Those participating for the County at Conciliation include the following:

Christopher J. Russ, Assistant Law Director  
Ken Kochevar, Director of Corrections  
James Downing, Human Resources Specialist

Those participating for the Union at Conciliation include the following:

Lucy A. DiNardo, Staff Representative  
Michael Piotrowski, General Counsel  
Pamela Coleman, Sergeant  
Jervase Daniels, Sergeant

## BACKGROUND

In analyzing the positions of the parties regarding each issue at impasse and then selecting one of the final offers, the Conciliator is guided by the principles that are outlined in ORC Section 4117.14 (G) (7) (a-f).

1. The past collectively bargained agreement between the parties. (In this case this is the initial agreement between the parties.)
2. Comparison of the issues submitted to fact finding 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.
3. The interests 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.
4. The lawful authority of the public employer.
5. The stipulations of the parties.
6. Other factors, not confined to those listed above, 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.

During the course of the hearing, the parties had full opportunity to advocate for their positions and engage in rebuttal of the submissions and arguments of the other party. The parties understand that the Conciliator will select one or the other final offer, and, in order to expedite the award and process, the parties suggest that the Conciliator not present the full rationale for the decision and award in the case of each issue at impasse. The Conciliator will issue the award on February 3, 2012 by way of electronic mail.

## ARTICLE 14, WAGES

### UNION PROPOSAL:

The Union proposes a two percent (2%) increase each year of a three year Agreement commencing on each January 1 and beginning on January 1, 2012.

### COUNTY PROPOSAL:

The County proposes a two percent (2%) increase the first year of the Agreement; one percent (1%) increase the second year of the Agreement; and a wage re-opener the third year of the Agreement. The start date of the Agreement and initial wage increase is effective upon execution.

### AWARD:

This is the initial collective bargaining agreement between the parties. Due to the non bargaining unit status of the Sergeants, delays in negotiations over the past two or three years, due to representation issues between rival unions, and other factors, employees in this unit have not been granted an increase since 2006. As a result, there is evidence of wage differential compression between this unit and the Corporals' bargaining unit. In addition, there have been organizational changes within the Cuyahoga County Corrections Center that have resulted in this bargaining unit assuming some additional responsibilities over the last several years. These unique factors place this unit in a different posture which makes it appropriate to depart from the County's "pattern" with other bargaining units and which is effectively contained in the Union's final offer. The Union's proposal is therefore granted as follows.

**Section 14.1. Effective January 1, 2012, Corrections Sergeants shall receive a two percent (2%) increase to their current hourly rate of pay. Effective January 1, 2013 Corrections Sergeants shall receive a two percent (2%) increase to their January 1, 2012 rate of pay. Effective January 1, 2014, Corrections Sergeants shall receive a two percent (2%) increase to their January 1, 2013 rate of pay.**

## ARTICLE 18, LONGEVITY

### UNION PROPOSAL:

The Union proposes a longevity plan which provides for \$375.00 for employees with five years of continuous service and \$75.00 additional for each year of continuous service after the initial five years.

### COUNTY PROPOSAL:

The County proposes a longevity plan which provides for \$125.00 for employees with five years of continuous service and \$25.00 additional for each year of continuous service after the initial five years.

### AWARD:

In recognition of longevity plans provided for other bargaining units within the Cuyahoga County Sheriff's Department, the Union's proposal is hereby granted as follows.

**Section 18.1. Effective January 1, 2012, all Employees who have five (5) years of continuous, uninterrupted service with the Department shall be paid a longevity allowance of three hundred seventy-five dollars (\$375.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of seventy-five dollars (\$75.00) for each years of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts, previously covered, shall be paid every year until the Employee retires. On the year of retirement, said fees shall be paid but include the full years and prorated months of service or seventy-five dollars (\$75.00) divided by twelve months = x dollars times number of months of service.**

## ARTICLE 21, HOSPITALIZATION/GROUP INSURANCE

### COUNTY PROPOSAL:

The County proposes to modify the group insurance plan in its attempt to create one across the board health care plan for all Cuyahoga County employees. This plan gives the County latitude to implement cost-sharing and containment features, such as co-pays and

deductibles and, in its current proposal, would result in premium cost sharing of 90% by the Employer and 10% by the Employee in addition to other coverage.

**UNION PROPOSAL:**

The Union proposes to maintain the health care plan which had been available to employees in the Department and which is still available to certain other bargaining units. This plan results in premium cost sharing of 95% by the Employer and 5% by the Employee in addition to other coverage.

**AWARD:**

The new Cuyahoga County charter recommends standardization of benefits. The County's hospitalization proposal is in line with this directive, and the plan will provide employees with a substantial benefit package. It must be noted that the County's largest bargaining unit has signed on to this proposal in its recent negotiations in addition to several other bargaining units in subsequent negotiations. The County's proposal is hereby granted as follows.

**Section 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.**

**Section 2. Effective January 1, 2012, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:**

**a) METROHEALTH PLAN**

**The County shall offer a plan through Metro-Health at no cost to employees.**

**b) OTHER BENEFIT PLANS**

**The bi-weekly health insurance contribution rates shall be as follows:**

- 1) Effective January 1, 2012: Employer 90% of plan costs; Employee 10% of plan costs;**
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs;**
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 10% of plan costs.**

**Section 3. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.**

**Section 4. Effective January 1, 2012, the Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental), and the Employee shall contribute 10% of the cost for ancillary benefit plans.**

**Section 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.**

**Section 6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.**

**Section 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future years with notification to the Union.**

**Section 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees, who desire coverage, to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.**

#### ARTICLE 52, DURATION

At hearing, the parties agreed that a three year collective bargaining agreement was desirable. The only issue to be decided was the start date. During discussion over this issue, the parties agreed to the Union's proposal which is as follows.

**Section 52.1 This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014.**

**Section 52.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.**

**Section 52.3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement, unless specifically addressed within the provisions of the current Agreement.**

#### CONCLUSION

After review of the pre-hearing statements of the parties and all facts presented at hearing, the Conciliator has developed the awards as contained herein based on the positions taken by the parties, regarding those issues at impasse, and to the criteria enumerated in Ohio Revised Code Section 4117.14 (G) (7) (a-f).

In addition to the awards contained in this report, all tentative agreements reached by the parties during negotiations, during the fact finding process and immediately prior to Conciliation are hereby included by reference.

Respectfully submitted and issued at Cleveland, Ohio this 3rd Day of February, 2012.



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Thomas J. Nowel  
Conciliator

CERTIFICATE OF SERVICE

I hereby certify that, on this 3rd Day of February, 2012, a copy of the foregoing Award was served upon Christopher J. Russ, representing the Cuyahoga County Sheriff's Department, Lucy A. DiNardo, representing the Fraternal Order of Police, Ohio Labor Council, Inc. and Donald M. Collins, General Counsel, State Employment Relations Board, by way of electronic mail.

A handwritten signature in cursive script that reads "Thomas J. Nowel". The signature is written in black ink on a white background.

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Thomas J. Nowel  
Conciliator