

STATE EMPLOYMENT
RELATIONS BOARD

2001 MAR -5 A 10:40

IN THE MATTER OF CONCILIATION
BETWEEN

CITY OF LORAIN)

CASE NOS. 00-MED-09-0971
00-MED-09-0972

AND)

FRATERNAL ORDER OF POLICE)
LODGE 3)

CONCILIATOR'S AWARD

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE FOP

Robert M. Phillips, Esq.
Buddy Sivert

FOR THE CITY

Craig Miller, Safety/Service Director
Jose Escovar

SUBMISSION

This matter concerns conciliation proceedings between the City of Lorain (hereinafter referred to as the City or Employer) and the Fraternal Order of Police Lodge No. 3 (hereinafter referred to as the FOP or Union). This Conciliator was selected in accordance with the mutually-agreed upon alternate dispute settlement procedure adopted by the parties. The parties stipulated that this Conciliator would have the authority to compromise any particular issue or to compromise on an issue by issue basis. The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law, as well as the rules and regulations established by SERB. The conciliation hearing was held on February 27, 2001 in Lorain, Ohio.

The applicable bargaining unit involved herein consists of all full-time sworn police officers from Patrolmen to Captain in the Lorain Police Department. There are approximately 110 officers in the bargaining unit involved.

The issues presented for this conciliator's consideration are set forth in this report. In resolving those issues, this conciliator has taken into consideration all reliable evidence presented relevant to the outstanding issues before him. The parties agreed that this conciliator could issue his award in summary fashion without the need for any detailed explanation. Therefore, this Conciliator after carefully reviewing all of the arguments presented by the parties hereby submits his Opinion and Award with respect to each of the outstanding issues submitted.

1. LONGEVITY

The FOP proposes to modify the current Longevity Plan to one-half ($\frac{1}{2}$) of one percent of a Class A Patrolman's base rate of pay for each year of service up to a maximum 20 years. The entitlement would first be paid on the fifth anniversary of an officer's continuous service. The City proposes to add \$25 to each of the current steps set forth in the Longevity Provision.

Award - This conciliator hereby awards the FOP position regarding longevity. That is, the current Article XIX, Longevity Provision is to be modified to provide one-half of one percent of a Class A Patrolmen's base rate of pay for each year of service up to a maximum of 20 years. For employees hired after February 1, 2001, longevity pay is to be provided following their fifth (5th) anniversary date of employment with the City. The following is the Longevity Pay Provision which is to be included in the parties' Agreement.

ARTICLE XIX, LONGEVITY

Section 19.1 An eligible member of the bargaining unit shall be entitled to longevity payments according to the following schedule:

One half ($\frac{1}{2}$) of one (1) percent of a Class A Patrolmen's annual base rate of pay for each year of service up to a maximum of twenty (20) years. Said pay entitlement shall commence for all current employees on the second scheduled pay date following their third (3rd) anniversary date of employment with the City.

Those employees hired after February 1, 2001 shall commence their pay entitlement on the second scheduled pay date following their fifth (5th) anniversary date of employment with the City.

Sections 19.2 and 19.3 Remain as currently written.

2. INSURANCE

The City proposes to modify the current Insurance Provision to provide a reopener in year three (3) in order to address rising claims and premiums, as well as co-payment options. The FOP proposes to retain current coverage and plan terms.

Award - This conciliator awards the City's final position concerning Article XXII, Insurance. Specifically as proposed by the City, there is to be an insurance reopener in the third (3rd) year of the Agreement which is more fully set forth as follows:

ARTICLE XXII, INSURANCE COVERAGE

Section 22.1 thru 22.4 Remain as currently written.

Section 22.5 During the thirty (30) day mid-contract period of November 1, 2002 thru November 30, 2002, either party may, file a Notice to Negotiate in accordance with R.C. 4117.01 et seq requesting to reopen contract negotiations solely for the expressed purpose of proposing modifications to current medical insurance cost allocations and coverages. These coverages and cost allocations may include prescription drug plans and dental and vision care plans.

Should the parties reach impasse in these reopener negotiations, each may avail their respective interests of the impasse resolution process set forth in R.C. 4117.14. To the extent the parties agree in writing, they may modify those impasse resolution processes.

Absent any modification or change to the current medical insurances as described and in the manner as set forth above, the current coverages and cost allocations will remain in effect through to the labor contracts termination date of December 31, 2003.

3. WAGES

The FOP proposes that there be 4% annual increases on the base wage over the three-year term of the Agreement. The City proposes 3% annual wage increases over the term of the contract.

Award – It is the award of this conciliator that there be 3.5% annual wage increases over the three-year term of the new Agreement.

ARTICLE XXXI, WAGES

Three and one-half percent (3½ %) annual increases of the base wage over the three-year term of the Agreement.

4. RESIDENCY

The FOP proposes to delete January 26, 1996 from the Residency Provision and to replace it with January 1, 2001. The City proposes to retain the current Residency Provision which provides that all bargaining unit members hired on or after January 26, 1996 shall become residents of the City of Lorain within one year of employment.

Award – It is the award of this conciliator that the Union's final offer to modify the Residency Provision is to be adopted as follows:

ARTICLE XXXVIII, RESIDENCY

All bargaining unit members hired on or after January 1, 2001 shall become residents of the City of Lorain within one (1) year of employment and agree to maintain residency within the City of Lorain for life of this Agreement.

5. VACATIONS

The FOP proposes to modify the current “15 years but less than 22 years” Vacation Provision to “13 years but less than 22 years.” The City rejects any modification to the current Vacation Provision.

Award – This conciliator hereby awards the City’s position concerning vacations. There is to be no modification to this provision.

ARTICLE XX, VACATIONS

Current language – No change.

CONCLUSION

In conclusion, this Conciliator hereby submits his Awards on the outstanding issues presented. This Conciliator further incorporates into his Award herein the previous agreements reached by the parties on a number of issues.

MARCH 2, 2001


JAMES M. MANCINI, CONCILIATOR