

Before Louis V. Imundo, Jr., Conciliator

STATE EMPLOYMENT
RELATIONS BOARD

In the matter of arbitration between

2003 APR 28 A 9 09

City of Urbana, Ohio

and the

F.O.P. Ohio Labor Council, Inc. / City of Urbana Police Sergeants

SERB Case No. 02-MED-10-0971

This matter was heard before Louis V. Imundo, Jr., Conciliator, in Urbana, Ohio on April 18, 2003

1.0 Introduction

1.1 Appearing For The City

- David S. Blaugrund, Attorney at Law
- Dale Miller, Director of Finance

1.2 Appearing For The F.O.P. Ohio Labor Council, Inc.

- Dennis Sterling, Staff Representative
- John Purinton, Sergeant

2.0 Unresolved Issues

Residency – Article 20

Medical, Hospital, And Life Insurance Benefits – Article 23

Incentive Plan – Article 27

3.0 Findings

Residency – Article 20

Many arguments have been advanced for and against a response time residency requirement for municipal employees and in particular fire and safety personnel. In the Conciliator's opinion, if such a requirement exists it should apply to all employees in the division or department where it exists. To impose such a requirement on selective individuals or groups of employees would more than likely adversely affect attitudes and even teamwork. In the Conciliator's opinion positive attitudes and a high level of teamwork are important if not essential to the effective and efficient operation of the Police Division. Sergeants are members of the Division's management team. In the Conciliator's opinion individuals who occupy managerial positions must lead by

example. Unfortunately, much of corporate America has either forgotten or conveniently ignored this basic truism. The record establishes that the Patrol Officers and Dispatchers bargaining units have agreed to the inclusion of the residency requirement in their argument. In the Conciliator's opinion it would be illogical and foolhardy to allow sergeants to be excluded from the residency requirement while the people who they supervise must work under such a requirement. It is also noteworthy that unless a current sergeant relocates he/she is grandfathered and not subject to the residency requirements.

For all of the above stated reasons the Conciliator has determined that the City's final offer language should be memorialized in the successor agreement. Article 20 will be as follows:

Residency

Section 20.1. Each sergeant hired on or after the effective date of this collective bargaining agreement shall reside in a location which will enable him or her to respond to a call to duty within twenty-five (25) minutes of said call.

Section 20.2. The residency requirements set forth in this Article shall not affect sergeants employed in that capacity by the City of Urbana prior to the effective date of this collective bargaining agreement, unless and until such employee changes residential location on or after the effective date of this collective bargaining agreement.

Section 20.3. Newly-hired employees, and existing employees who change residences, and thus become subject to the residency requirement set forth in this Article, shall have one year from their initial employment (in the case of new hires) or the date on which they cease residing in their residence (in the case of employees hired before the effective date of the agreement), to comply with the residency requirement. Employees who fail to comply with the requirements of this Article will be subject to appropriate discipline. In no event shall an arbitrator have authority to issue an award prohibiting the Employer from terminating an employee who fails to come into compliance with this Article.

Section 20.4. Within sixty (60) days of the effective date of the collective bargaining agreement, each bargaining unit member shall certify to the Police Chief, on a form provided by the City, that the employee is in compliance with this Article, either by virtue of satisfying the twenty-five (25) minute call-in requirement, or by falling within the grandfather exemption. After the effective date of this collective bargaining agreement, each employee shall give written notice to the Police Chief when he or she moves to another residential location, from which it is not possible to respond in compliance with the requirements of this Article.

Section 20.5. Should the State legislature address residency and provide an enacted law that does away with the powers of the City to have a residency restriction, then this entire article shall be null and void.

Medical, Hospital, And Life Insurance Benefits – Article 23

The record establishes that all of the other bargaining units in the city have agreed to provide in their arguments that employees pay a portion of their monthly healthcare insurance premiums. The record establishes that all non-bargaining unit City employees will also be paying same. Clearly the trend throughout the State has been for public employees to pay for a portion of their healthcare insurance. In addition, it has been well established that when employees pay for a portion of their healthcare insurance premium they are less apt to abuse the benefit. This is not to imply that the sergeants have abused this benefit in the past. In reviewing the record the Conciliator finds no compelling reason why the sergeants should be exempted from paying for 10 percent of their healthcare insurance premium where all other City employees are required to make such a contribution. Furthermore, in view of the negotiated wage increase for the sergeants in these troubling and uncertain economic times the requirement that they pay for 10 percent of their healthcare insurance premium is reasonable and fair.

In conclusion, for all of the above stated reasons the Conciliator has determined that the City's final offer language should be memorialized in the successor agreement. Article 23 will be as follows:

Medical, Hospital, And Life Insurance Benefits

Section 23.1. The City shall furnish and pay the premium for medical, hospitalization and major medical insurance for each full-time permanent employee in accordance with the terms of the City's group health care plan. When an employee elects family or single coverage, the City shall pay 90%, and each employee shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction, for the family or single coverage for medical, hospitalization and major medical insurance.

Section 23.2. The employer shall make dental and vision insurance coverage available to each bargaining unit member. Commencing with the effective date of this collective bargaining agreement, the employer shall pay ninety percent (90%) of the premiums, and each employee who opts to participate in the coverage shall pay the remaining ten percent (10%) of the premiums for single or family vision and dental insurance. Employee contributions shall be paid by payroll deduction.

Section 23.3. The City shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the form of \$25,000 term and \$25,000 accidental

death and dismemberment coverage in accordance with the terms of the City's group life insurance plan.

Section 23.4. Notwithstanding the language of sections 23.1 and 23.2 of this article, the employees covered by this collective bargaining agreement will not be obligated to contribute the ten percent (10%) co-payments addressed in those sections unless and until an administrative directive makes those co-payment obligations applicable to all city employees who are eligible to participate in the insurance coverages addressed in those sections.

Section 23.5. Option to decline insurance coverage. Employees who are able to obtain insurance through a spouse or other source may choose to decline coverage under the city's group health insurance plan and its dental and vision insurance plans. Each eligible employee who elects to decline all city-supplied, single and family insurance coverage, including group health, dental and vision coverage, will receive \$1,000 per year from the city. The city will make these payments in \$500 increments at intervals of approximately six (6) months.

As an alternative, an otherwise-eligible employee may elect to decline participation in the city's group health insurance plan, but continue to participate in the city's dental and/or vision insurance plans. In the event that an otherwise-eligible employee opts to decline participation in the city's group health insurance coverage, but chooses to maintain participation in both dental and vision plans, the employee will receive \$800 per year from the city. The city will make these payments in \$400 increments at intervals of approximately six (6) months. In the event that an otherwise-eligible employee opts to decline participation in the city's group health insurance coverage, but chooses to maintain participation in either the dental or vision plan, but not both, the employee will receive \$900 per year from the city. The city will make these payments in \$450 increments at intervals of approximately six (6) months. All of the cash in-lieu-of insurance coverage options require that the employee decline both single and family coverage for the insurance in question.

In order to be eligible to exercise any of these cash in-lieu-of insurance options enumerated above, an employee must provide the city with a completed, signed request and waiver form identifying the type or types of city-supplied insurance that the employee has elected to decline (limited to the options enumerated above). The employee must include a written statement indicating that the employee has an alternative source of health insurance coverage. The city will provide employees with a request and waiver form for these purposes. An eligible employee wishing to exercise the option to receive cash in-lieu-of insurance coverage must submit the completed form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise a cash in-lieu-of insurance coverage option.

An employee, who separates from city employment, voluntarily or involuntarily, must repay to the city on a pro rata basis cash received in lieu of insurance coverage corresponding to the period of time following the employee's separation date. The city will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the city.

This section in no way affects employees' eligibility for city-supplied life insurance coverage.

Section 23.6. Within two months of the execution of this collective bargaining agreement, an insurance committee shall be formed to address the insurance coverage provided by the city of Urbana to its bargaining unit and provided by the city of Urbana to its bargaining unit and non-bargaining unit employees. The committee will include one representative from each bargaining unit representing employees of the city of Urbana (to be designated by the bargaining unit), one representative from each discrete group of non-bargaining unit employees (as identified by the city), the city administrator or designee, and an attorney designated by the city. The bargaining unit and other employee groups may choose to have an employee, and/or a non-employee (e.g., and attorney, union official or other advisor) to serve as their representative on the committee.

The committee shall meet on a quarterly basis, the schedule for which will be determined at the initial committee meeting and thereafter as required. The committee shall be responsible for exploring ways in which the city of Urbana can improve the city's insurance offerings and to control insurance costs. The committee will make recommendations to the city administrator and city council regarding the selection of insurance coverage and contracts. The city will review the committee's recommendation(s) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the committee's recommendation(s) unless there is a documented business reason for opting to deviate from the committee's recommendation(s). In the latter case, the city will provide the committee with a written explanation of the city's reason for declining to follow the committee's recommendation.

Incentive Plan – Article 27

The record establishes that while the City desires to terminate this benefit for all new hires in the Police Division on, or after the effective date of the successor agreement it will be preserved for all current bargaining unit members. Considering that individuals become sergeants by way of promotions from within the City's proposal would not impact sergeants for the foreseeable future. The Conciliator recognizes the importance of this benefit to sergeants. The Conciliator also recognizes that the termination of this

benefit for new hires could adversely affect their motivation to further their education. However, experience has shown that those individuals who are committed to furthering their formal education do so for a variety of non economic reasons in addition to the economic incentive. This is not to say that the economic incentive is insignificant. The Conciliator well understands and appreciates the value of college education and would not be inclined to agree with the City's final offer if it were not for the "sunrise" provision.

In view of the aforementioned the Conciliator has determined that the City's final offer language should be memorialized in the successor agreement. Article 27 will be as follows:

Incentive Plan

Section 27.1 In keeping with the City's policy of encouraging the professional improvement of its police personnel, the City shall provide an education incentive pay plan for the sworn members of the Police Division above the probationary rate.

Section 27.2 Each permanently appointed sworn member of the Police Division shall receive, in addition to his authorized pay range classification and in accordance with the following rules, regulations and schedule, an amount as set forth below:

Section 27.3 An employee who receives the Associate's degree shall receive 3% additional pay after providing the employer with a copy of the degree, to be payable beginning with the next complete pay period thereafter.

Section 27.4 An employee who receives the Bachelor's degree shall receive 6% additional pay after providing the employer with a copy of the degree, to be payable beginning with the next complete pay period thereafter.

Section 27.5 The Director of Administration may establish regulations whereby an employee pursuing a degree related to law enforcement at an accredited institution may receive a tuition loan from the city. The loan shall be repaid from future educational incentive allowances. The Director may establish criteria for loan repayment, should the employee fail to complete a degree or leave the City employment prior to repayment.

Section 27.6 Notwithstanding any other provision of Article 27, the provisions addressed in this Article, are not available to, and the City has no obligation to provide the benefits to individuals who commence work for the Urbana Police Division on or after the effective date of this Collective Bargaining Agreement.

Section 27.7 The parties agree that for purposes of negotiating a successor agreement only, Section 27.6 shall have no force and effect, and Sections 27.1 through 27.5 shall

be considered current contract language and a mandatory subject of bargaining during successor negotiations.

April 24, 2003
Date

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