



## **SUBMISSION**

This matter concerns conciliation proceedings between the City of Alliance (hereinafter referred to as the Employer or the City) and the General Truck Drivers and Helpers Local Union No. 92 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations established by SERB. Conciliation proceedings were held on September 9, 2003 in Alliance, Ohio. The conciliator attempted mediation of the outstanding issues during the course of the proceeding. The issues remaining at impasse which have been submitted for this conciliator's consideration are more fully set forth in this report.

The bargaining unit in this matter consists of all full-time Police Patrol Officers employed by the City. There are approximately thirty-one members of the bargaining unit.

The parties have requested that this conciliator issue a summary report setting forth his award on each of the outstanding issues based upon the presentation of the parties at the conciliation proceeding. Therefore after giving careful consideration to the positions of the parties, this conciliator submits the following awards on the outstanding issues which remain at impasse.

## **1. WAGES**

### Article 14, Section 1 – Annual Salaries

Effective January 1, 2003 – No general wage increase.

Effective January 1, 2004 – Three percent (3%) wage increase.

Effective January 1, 2005 – Three percent (3%) wage increase.

## **2. WEAPONS QUALIFICATION PAY**

There shall be no new Weapons Qualification Pay Provision.

## **3. PAID LEGAL HOLIDAYS**

Add new Section 6, Article 16- Paid Legal Holidays as follows:

### Section 6 – HOLIDAY ORDER OFF PAY (new)

When the City decides to order a bargaining unit employee off on a regularly scheduled duty day, the bargaining unit employee will receive his eight (8) hour holiday pay plus eight (8) hours of pay at straight time to accommodate for the time lost due to the order off.

Hourly rate x 2 for 8 hours = holiday order off pay.

## **4. UNIFORM ALLOWANCE**

### Article 18

Section 1 – Amount/Time of Payment – Increase Uniform Allowance to \$1,200 to be paid in Six Hundred Dollars (\$600.00) installments in June and December.

## **5. UNIFORM ALLOWANCE-WINTER SAFETY GEAR**

A new Winter Safety Gear Provision, Section 4 of Article 18 shall be included in the Bargaining Agreement as follows:

This provision will be applicable to the following list of Winter Safety Gear.

1. Leather police coats
2. Winter police hats
3. One pair of insulated leather gloves
4. One pair of uninsulated leather gloves
5. One pair of winter boots

The Employer will create a voucher system with vendors whose winter safety gear items (i.e. 1-5 above) meet the standards of the Alliance Police Department Uniform Policy as selected by the Chief of Police. Each bargaining unit member shall be entitled to a maximum of \$600 during the course of the Agreement for the purchase of Items 1-5 above.

## **6. HEALTH INSURANCE**

### Article 21

Effective January 1, 2004, the Health Insurance Provision shall be amended as set forth in Attachment 1.

## **7. HEALTH INSURANCE BENEFIT – HEALTH CLUB BENEFIT**

Amend Section 3 of Article 21 as follows:

Bargaining unit members shall receive the cost of a Health Club Membership (not to exceed the Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the bargaining unit member does not meet the minimum requirement, the member shall lose this benefit for the remainder of the Agreement.

(NOTE: Provides for full payment, current Agreement pays one-half (½) the cost of membership).

# **ATTACHMENT 1**

## **ARTICLE 21-HEALTH INSURANCE BENEFIT**

The Employer would propose the following Article 21. The terms contained are equal to those accepted by other City bargaining units, including the City of Alliance FOP/OLC Police Supervisors' unit and the AFSCME Street and Water units.

### **Section 1-HEALTH CARE PLAN**

- A) The City shall maintain a health insurance package as close to the current insurance package as practical for bargaining unit members and their families until December 31, 2003. The City retains the right to change the carrier or network but not to reduce the benefit levels during the term of this Agreement. Effective January 1, 2004 the plan changes as specified in Section 4 below shall apply. The terms of the insuring plan are controlling.

**(NOTE: ALLOWS FOR THOSE CHANGES SPECIFIED IN SECTION 4 BELOW, CURRENT COVERAGE UNTIL 12/31/2003)**

- B) Section 1 (B)- The City shall maintain and pay the full premium for the current Guardian Dental Insurance package for bargaining unit member and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement. Current benefit levels are outlined in Exhibit A attached to this Agreement.

**(NOTE: MAINTAINS CURRENT FULLY PAID DENTAL PLAN)**

### **Section 2. OTHER INSURANCE**

The City will maintain the bargaining unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of this Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be \$25,000 at the Employer's cost.

**Maintains current \$25K life insurance.**

### **Section 3. HEALTH CLUB BENEFIT (SEE ISSUE 7)**

### **Section 4. MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION (NEW) EMPLOYER PROPOSAL**

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following changed coverages. Said changes shall become effective January 1, 2004. The Employer continue coverages at these benefit levels for the duration of the Agreement. The coverage(s) shall have dual deductibles, NETWORK and NON-NETWORK.

**ATTACHMENT 1 cont.**

**Section 4 - MAJOR MEDICAL/HOSPITALIZATION**

<b>COMMUNITY CHOICE or A NETWORK WITH EQUIVALENT COVERAGE</b>				
<b>ITEM</b>	<b>NETWORK</b>		<b>NON-NETWORK</b>	
<b>DEDUCTIBLES</b>	<b>INDIVIDUAL</b>	<b>\$250</b>	<b>INDIVIDUAL</b>	<b>\$500</b>
	<b>FAMILY</b>	<b>\$500</b>	<b>FAMILY</b>	<b>\$1000</b>
<b>MAXIMUM OUT-OF-POCKET COINSURANCE AMOUNT per CALENDER YEAR</b>	<b>INDIVIDUAL</b>	<b>\$500</b>	<b>INDIVIDUAL</b>	<b>\$1000</b>
	<b>FAMILY</b>	<b>\$1000</b>	<b>FAMILY</b>	<b>\$2000</b>
<b>HOSPITAL EXPENSE</b>	<b>90%</b>		<b>70% of R &amp; C</b>	
<b>OUTPATIENT SERVICES</b>	<b>90%</b>		<b>70% of R &amp; C</b>	
<b>PHYSICIAN SERVICES (e.g. OFFICE VISITS)</b>	<b>\$15.00 CO-PAY</b>		<b>70% AFTER DEDUCTIBLE</b>	
<b>PRESCRIPTION DRUGS ALL WITHIN NETWORK UP TO 30 DAY SUPPLY</b>	<b>GENERIC = \$5 CO-PAY PREFERRED BRAND or FORMULARY = \$10 CO-PAY NON-PREFERRED BRAND or NON-FORMULARY = \$20 CO-PAY</b>		<b>NOT AVAILABLE</b>	
<b>MAIL ORDER PRESCRIPTION DRUGS ALL WITHIN NETWORK and UP TO A 90 DAY SUPPLY</b>	<b>TWO CO-PAYS for UP to A 90 DAY SUPPLY (i.e. 2 for 3) ALL WITHIN NETWORK</b>			

a) The coverage(s) above have dual deductibles, Network and Non-Network

**Section 5. FULLY INSURED COVERAGE LEVELS CITY-WIDE (NEW) EMPLOYER'S PROPOSAL.**

Section 5. If the Employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverages City-Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

**EXHIBIT A**

**CITY of ALLIANCE/TEAMSTER LOCAL #92 DENTAL PLAN for PATROL OFFICERS  
CURRENT COVERAGE UNDER GUARDIAN DENTAL**

ITEM	CURRENT COVERAGE(S)	PREVENTATIVE SERVICES 100%	BASIC SERVICES 80%
YEARLY MAXIMUM	\$1,000 per Person	1. EMERGENCY TREATMENT	1. FILLINGS - AMALGAM;
ANNUAL DEDUCTIBLE	\$50 SINGLE \$150 FAMILY	2. ORAL EXAMINATIONS	SILICATE & ACRYLIC
PREVENTIVE SERVICES	100%	3. BITE WING X-RAYS	2. PERIODONTIC SERVICES
BASIC SERVICES	80% AFTER DEDUCTIBLE	4. TEETH CLEANINGS (1 TIME EVERY 6 MONTHS)	3. ENDODONTICS (ROOT CANAL)
MAJOR SERVICES	50% AFTER DEDUCTIBLE	5. FLOURIDE TREATMENTS for CHILDREN UNDER AGE 14	4. ORAL SURGERY
ORTHODONTIA SERVICES (Straightening of Teeth)	COVERS DEPENDENT CHILDREN UNDER 18 COINSURANCE 50% to a LIFETIME MAX. of \$1,000	6. TOPICAL SEALANT & SPACE MAINTAINERS for CHILDREN UNDER AGE 16	MAJOR SERVICES 50% 1. GOLD/PORCELAIN FILLINGS 2. CROWNS 3. INSTALLATION of BRIDGEWORK and CROWNS
WAITING PERIOD	NONE		

**CONCLUSION**

In conclusion, this conciliator submits the above awards on each of the outstanding issues presented and in addition orders that all tentative agreements previously reached by the parties be incorporated into their final Agreement.

**OCTOBER 10, 2003**

  
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**JAMES M. MANCINI, CONCILIATOR**