

Before Louis V. Imundo, Jr., Conciliator

STATE EMPLOYMENT
RELATIONS BOARD

In the matter of conciliation between

City of Greenville

2005 JUN 13 A 10: 22

and the

Greenville Patrol Officers Association

SERB Case No. 04-MED-09-0928

The Conciliator was mutually selected by the Parties.

This case was heard before Louis V. Imundo, Jr., Conciliator, on June 3, 2005 in Greenville, Ohio.

1.0 Introduction

1.1 Appearing For The City

- Brett A. Geary, Regional Manager, Clemans, Nelson & Associates, Inc.
- John A. Schmidt, Safety/Service Director
- Nancy Myers, City Auditor

1.2 Appearing For The Union

- Stephen S. Lazarus, Attorney at Law
- Michael H. Bolte, Advisor
- Mark Snyder, Patrol Officer
- Jason E. Marion, Patrol Officer
- Douglas D. Flanery, Patrol Officer
- Stephen Weaver, Patrol Sergeant

2.0 Unresolved Issues

Article 12 – Wages

Article 19 – Insurances

Article 23 – Sick Leave

Article 42 – Termination

3.0 Discussion

The Conciliator carefully studied the Parties' oral arguments and thoroughly reviewed their comprehensive and informative submissions. After full consideration of the record

in its entirety the Conciliator has made the following determinations, and the accompanying language should be memorialized in the successor Agreement.

The Union's "Wages" proposal is accepted.

ARTICLE 12
WAGES

Section 12.1. Effective on January 1, 2005, all full-time bargaining unit employees shall receive zero percent (0%) wage increase.

		BEGINNING PATROL OFFICER (2005)				
		A	B			
Hourly		\$14.22	\$14.96			
Biweekly		\$1,137.60	\$1,196.80			
Annual		\$29,577.60	\$31,116.80			
		REGULAR PATROL OFFICER				
		A	B	C	D	E
Hourly		\$16.47	\$17.30	\$18.15	\$19.08	\$20.04
Biweekly		\$1,317.60	\$1,384.00	\$1,452.00	\$1,526.40	\$1,603.20
Annual		\$34,257.60	\$35,984.00	\$37,752.00	\$39,686.40	\$41,683.20
		SERGEANT				
		A	B	C	D	E
Hourly		\$19.08	\$20.04	\$21.05	\$22.11	\$23.20
Biweekly		\$1,526.40	\$1,603.20	\$1,684.00	\$1,768.80	\$1,856.00
Annual		\$39,686.40	\$41,683.20	\$43,784.00	\$45,988.80	\$48,256.00

Section 12.2. Effective on January 1, 2006, all full-time bargaining unit employees shall receive a four percent (4%) wage increase.

		BEGINNING PATROL OFFICER (2006)				
		A	B			
Hourly		\$14.79	\$15.56			
Biweekly		\$1,183.10	\$1,244.67			
Annual		\$30,760.70	\$32,361.47			
		REGULAR PATROL OFFICER (2006)				
		A	B	C	D	E
Hourly		\$17.13	\$17.99	\$18.88	\$19.84	\$20.84
Biweekly		\$1,370.30	\$1,439.36	\$1,510.08	\$1,587.46	\$1,667.33
Annual		\$35,627.90	\$37,423.36	\$39,262.08	\$41,273.86	\$43,350.53

SERGEANT (2006)					
	A	B	C	D	E
Hourly	\$19.84	\$20.84	\$21.89	\$22.99	\$24.13
Biweekly	\$1,587.46	\$1,667.33	\$1,751.36	\$1,839.55	\$1,930.24
Annual	\$41,273.86	\$43,350.53	\$45,535.36	\$47,828.35	\$50,186.24

Section 12.3. Effective on January 1, 2007, all full-time bargaining unit employees shall receive a four percent (4%) wage increase.

BEGINNING PATROL OFFICER (2007)		
	A	B
Hourly	\$15.38	\$16.18
Biweekly	\$1,230.43	\$1,294.46
Annual	\$31,991.13	\$33,655.93

REGULAR PATROL OFFICER (2007)					
	A	B	C	D	E
Hourly	\$17.81	\$18.71	\$19.63	\$20.64	\$21.68
Biweekly	\$1,425.12	\$1,496.93	\$1,570.48	\$1,650.95	\$1,734.02
Annual	\$37,053.02	\$38,920.29	\$40,842.56	\$42,924.81	\$45,084.55

SERGEANT (2007)					
	A	B	C	D	E
Hourly	\$20.64	\$21.68	\$22.77	\$23.91	\$25.09
Biweekly	\$1,650.95	\$1,734.02	\$1,821.41	\$1,913.13	\$2,007.45
Annual	\$42,924.81	\$45,084.55	\$47,356.77	\$49,741.49	\$52,193.69

Section 12.4. The biweekly and annual wage levels specified in this Article do not constitute a guarantee of minimum earnings.

Employees shall progress through the pay steps contained in the above Sections as follows:

- A. New employees shall normally be hired at Step A for a beginning patrol officer. If the employee possesses exceptional qualifications, as determined by the Police Chief and approved by the Safety/Service Director, the employee may be initially placed at any step, up to but not above Step C for a regular patrol officer.
- B. In accordance with Article 6, a newly hired probationary employee will be considered for a step increase after completing six (6) months of service with the Employer. Thereafter, the employee shall be considered for subsequent pay

step advancements on each anniversary date of hire until reaching Step E of the pay scale.

- C. Any patrol officer promoted to a Sergeant position shall be placed at the lowest rate within the Sergeant's pay scale which results in a pay increase to the officer. The newly promoted employee will be considered for a step increase after completing six (6) months of service in the new position. Thereafter, the employee shall be considered for subsequent pay step advancements after completion of twelve (12) months of service at each pay step until the employee reaches Step E of the pay scale.
- D. In accordance with Article 6, performance evaluations shall be the sole basis for granting or withholding within grade pay increases.

Section 12.5. Shift differential at the rate of thirty-five cents (\$0.35) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 2:30 p.m. and 10:30 p.m.

Shift differential at the rate of fifty (\$0.50) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 10:30 p.m. and 6:00 a.m.

Shift differential shall be paid in addition to the employee's regular rate of pay for all hours in active pay status when such hours are in compliance with the provisions of this Section.

Section 12.6. The City of Greenville shall continue to pick up employee contributions to the Police and Firefighters Disability and Pension Fund using the salary reduction method provided such procedures remain approved by the Pension System and the Internal Revenue Service and do not result in any additional cost to the City other than administrative costs.

The Union's "Insurance" proposal is accepted.

Article 19

Insurance

Section 19.1. Each employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$10,000,00 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 19.2. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Association shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effects of such change.

Section 19.3. The Employer shall make a group health insurance plan available to all bargaining unit employees at a level equal to the benefit package provided to other City employees, subject to the following conditions:

- A. The Employer will pay eighty-five percent (85%) per month toward an employee only policy or eighty-five percent (85%) per month for a family health insurance plan.

The employee's share of the cost for health insurance shall be fifteen percent (15%) for an employee only plan and fifteen percent (15%) for a family plan.

Payment of the employee's share of insurance premiums shall be made by payroll deduction.

- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the master contract with the carrier.
- C. If an employee or dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.

Section 19.4. The Employer agrees to maintain, at no cost to the employees, professional liability insurance covering all employees of the bargaining unit.

Section 19.5. The Employer shall establish an insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follows:

- A. The insurance task force shall consist of one (1) representative and one (1) alternate from each recognized bargaining unit within the City, plus one (1) representative and one (1) alternate for all non-bargaining employees. However, each group represented shall have only one (1) vote regarding any decision requiring a vote of task force members.

- B. The task force shall meet on the third week in April, July, October and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.
- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.
- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote. The task force members may postpone any vote of the insurance task force for up to seventy-two (72) hours, by a majority vote of the task force.
- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

Section 19.6. The City agrees to establish a separate interest bearing account for the health insurance fund if such procedure is approved by the State Auditor. The City shall provide a financial report to the Association regarding the insurance fund once each quarter.

The City's "Sick Leave" proposal is accepted.

Article 23

Sick Leave

The language that appears in Article 23 of the current agreement is to be carried over intact into the successor Agreement.

The Union's "Termination" proposal is accepted.

Article 24

Termination

Section 42.1. The economic provisions of this Agreement shall be effective January 1, 2005 or as otherwise specifically provided in the Articles herein. The remainder of this Agreement shall become effective upon signing by both parties and shall remain in full force and effect through June 30, 2007.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

June 11, 2005
Date

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