

2005 OCT 31 A 10: 06

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION
(Employee Organization)
and
CITY OF AURORA (Employer)
CASE NOS.: 04-MED-10-1127
04-MED-10-1128
04-MED-10-1129

CONCILIATOR RESOLUTION OF THOMAS R. SKULINA, CONCILIATOR

HEARING

This Conciliation Hearing took place at the City of Aurora Town Hall. This applied to three unions, i.e., Sergeants, Patrolmen and Dispatchers. The Unions were represented by Mark J. Volcheck, Esquire and the Employer was represented by Ronald J. Habowski, Esquire of the firm Christley, Herington & Pierce. Testimony was given by Allen Shorr, Esquire, the City Law Director. Also present for the Union was Sergeant Dirk Piggott and Officer Jeffrey Bugara.

DISCUSSION

In addition to verbal testimony by the City Law Director, regarding the health plans available for all non-union employees, except the Chief of Police, Seth Riewaldt, who was present, acknowledged that his plan will be the same as the plan extended to these three unions. The parties introduced exhibits. Three were offered by the Employee Organizations and six by the Employer.

These documents, remarks by the advocates and the oral testimony complied with Rev. Code of Ohio Section 4117.14, (7)(a) through (f).

Thus, the following was considered:

Past Collective Bargaining Agreements between the parties, comparison of issues related comparable work, ability of the City to finance the issues, lawful authority of the City, stipulations, other factors normally considered in the labor environment involving bargaining, mediation, and fact-finding, etc.

In this report, some of the information shall be referred to with the resolved issue.

RESOLVED ISSUES

There was a Temporary Agreement reached by the parties. It did not get approval from the membership, so a fact-finding was made and the hearing was conducted on May 12, 2005. An adjusted report was served July 2, 2005.

The two issues in the adjusted report were agreed upon thereafter, i.e., two paid personal holidays and "work-incurred" in the injury leave provision of the Collective Bargaining Agreement.

ISSUE NO. 1 - HEALTH CARE - ARTICLE 30

All the hospitalization changes proposed by the Employer, including a \$10.00 charge for doctor office visits, were accepted by the Employee Organization, except for subsection (c), the Out of Pocket Costs. The City is for a \$1,000.00 Individual and \$2,000.00 Family. The Employee Organization are for \$500.00 individual and \$1,000.00 family.

The fact-finder found the City's position reasonable and did not force unreasonable economic exposure to the membership.

Fact-finder findings should be given weight by a conciliator. When the fact-finder is shown to be wrong, then the conciliator may resolve the issue differently.

There are three other unions in the City. These include the Firefighters, Clerical Unit Employees and the Service Unit Employees. Employer Exhibit "D", "E" and "F" reflect that the Out of Pocket expenses were \$1,000.00 Individual and \$2,000.00 Family.

The Union Exhibit 1 did reflect twelve other communities with maximum out of pocket costs closer to their proposal than the Employers'.

What is missing from those cities is the allowance of a "stipend" for these safety forces in the amount of \$1,200.00. This is a new article and was extended to alleviate the burden of the new health care plan.

In view of the explanation of the City about the stipulations and the finding of the fact-finder, I shall resolve this issue as follows:

HEALTH CARE - ARTICLE 30

- (C) Out of Pocket - \$1,000.00 Individual/
\$2,000.00 Family.

ISSUE NO. 2 - STIPEND (NEW ARTICLE)

The Employer recommended a \$1,200.00 safety forces stipend. It will be paid by separate checks twice a year. The Employer elects that the initial payment be made on January 1, 2006 and thereafter on July 1, 2006 and each January 1 and July 1 thereafter.

The Employee's Association seeks that the first payment be made within thirty (30) days of execution of the contract, \$1,200.00 for 2005, 2006 and 2007.

The fact-finder reflected that with the changes in the medical plan, the average costs could amount to \$1,250.00 per year. Some could be out more economically.

Hence, this stipend was offered to help off set those costs.

The stipend was geared to the new hospital plan that did not get started at the beginning of 2005. Suffice to say, the wheels that must be turned to get a new Collective Bargaining Agreement sometimes move slowly. We are already in the month of October.

The fact-finder went back to the first of the year 2005 for this new Collective Bargaining Agreement.

The employer proposed that beginning in 2006, the stipend shall be paid by separate checks twice a year. \$600.00 each on or about January 1, 2006, and July 1, 2006 and on or about each January 1st and July 1st thereafter.

The stipend was offered to help off set the stipend costs. Only the safety forces got such an asset.

Since costs won't be in the offing until next year, the Employer's timing is appropriate. It had changed the first stipend to January 1, 2006 instead of July 1, 2006 which was their pre-hearing offer. This creates a logical starting point that will nearly coincide with the latest health plan.

STIPEND

The Stipend will be paid by separate checks twice a year (\$600.00 each) on or about January 1, 2006 and on or about each January 1st and July 1st thereafter.

ISSUE NO. 3 - TAX-FREE "125" PLAN (NEW ARTICLE)

The parties differ over the maintenance costs of the new "125" plan.

The City, after the initial start up costs, offers a 50-50 split of the maintenance fee.

The Employee Association seeks that the City pay the entire maintenance fee.

The fact-finder mentioned what he thought this fee would be. At the conciliation hearing, the guess was higher: The cost of \$5.00 per month with a \$75.00 per month minimum would be increased if only ten employees participated. Then it would be \$7.50 per month.

At this hearing, the higher guess was for \$14.00 per month.

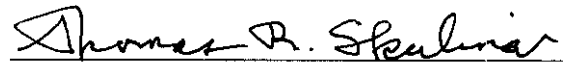
This is a new plan and the costs were not clearly set out at the hearing.

Though the fact-finder would split the maintenance costs in this preliminary experiment in a 125 plan, all the maintenance costs, in my opinion, should be borne by the Employer. After it is in place, and the plan can be reviewed, perhaps a different solution would present itself. This was a benefit bargained for among the parties. It is unknown how many will join the plan.

If a person does not use his set aside funds, the person loses them and they go to the City. Thus, the maintenance costs may be covered but this is unknown at this time.

PLAN 125 - MAINTENANCE

Maintenance of the 125 Plan shall be borne by the Employer.



THOMAS R. SKULINA
Conciliator

DATE ISSUED: October 27, 2005