

Before Louis V. Imundo, Jr., Conciliator

STATE EMPLOYMENT
RELATIONS BOARD

In the matter of conciliation between

The City of Riverside

2007 AUG 20 P 12: 15

and

The Fraternal Order Of Police / Ohio Labor Council, Inc. and its Lodge No. 161 – Police Officers

SERB Case No. 05-MED-09-0932

The Conciliator was appointed by SERB to hear this case.

This matter was heard before Louis V. Imundo, Jr., Conciliator on August 15, 2007.

1.0 Introduction

1.1 Appearing For Management

- Richard J. Holzer, Attorney at Law
- David R. Johnson, Chief of Police
- Sean T. Asbury, Division Commander

1.2 Appearing For The Union

- Ross Rader, Staff Representative
- Kolby Watson, Union Representative & Police Officer
- Ron Rearson, Union Representative & Police Officer

2.0 Unresolved Issues

Article 14, Section 14.3

Article 20, Section 20.1

Article 20, Section 20.5 (c)

Article 21, Section 21.1

Article 24, Section 24.1

Article 32, Section 32.1

Article 14 – Health And Safety, Section 14.3 Staffing

The Fact Finder recommended that the current language in Article 14, Section 14.3 be retained and carried over into the new agreement. The Parties accepted the recommendation. Article 14, Section 14.3's language will read as follows:

Section 14.3 Staffing Unless the City is unable to provide sufficient manpower due to layoffs, adequate personnel shall be assigned so as to have at least a minimum of three (3) personnel on each shift. Unless the City is unable to provide sufficient manpower due to layoff the City will continue to assign a total of at least three (3) detectives to the defective section.

Article 20 – Compensation
Section 20.1 – Wages

After reviewing the Parties' submissions and in consideration of their oral arguments the Conciliator has determined that the Union's position is more persuasive. The wage structure, retroactive to January 1, 2006, shall read as follows:

Section 20.1 Wages Effective on the dates set forth herein, bargaining unit members shall receive the following hourly wage rates:

Officers	Start	6 months	1 year	2 years	3 years
01/01/2006	20.98	21.73	23.19	24.14	25.86
01/01/2007	21.19	21.95	23.89	25.11	26.77
01/01/2008	21.40	22.17	24.61	25.86	27.57

Section 20.5 (c)

The Parties agreed with the Fact-Finder's recommendation. Article 20, Section 20.5(c) will read as follows:

Effective August 18, 2007 employees assigned by the Employer to be field training officers (F.T.O.) shall receive a three percent (3.0) supplement during all such hours of training.

Article 21 – Vacation, Section 21.1 Schedule of Earned Vacation.

After reviewing the Parties' submissions and in consideration of their oral arguments the Conciliator has determined that the Union's position is more persuasive. The schedule of earned vacation shall read as follows:

Section 21.1. Schedule Of Earned Vacation Effective January 1, 2008 all Police Officers shall be entitled to vacation leave with full pay in accordance with the following schedule:

Completed years of service	Vacation time
Six (6) months through six (6) years	2 weeks
Seven (7) years through fourteen (14) years	3 weeks
Fifteen (15) years through twenty-two (22) years	4 weeks
Twenty-three (23) years and up	5 weeks

Article 24 – Insurance, Section 24.1 Health Insurance

After considering the Parties' oral arguments the Conciliator has determined that Section 24.1's language should be the same as what appears in other agreements between the City and its other Unions. The Conciliator urges that the City do all within its means to join or form a cooperative so that it will have more bargaining power with healthcare insurance providers. Article 24, Section 24.1s language shall read as follows:

Section 24.1 Health Insurance

The Employer shall maintain a plan of health and hospitalization insurance. The Employer shall continue to maintain existing liability insurance in the combined single limit of one million dollars (\$1,000,000.00) provided, in the judgment of the Employer, the premium is not excessive.

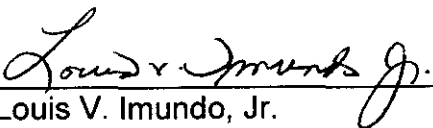
Article 32 - Duration, Section 32.1 Duration

After thorough consideration of the Parties' respective positions the Conciliator has determined that the Union's position should be adopted. Article 32, Section 32.1's language shall read as follows:

Section 32.1 Duration This Agreement shall be effective from January 1, 2006 through 11:59 P.M. December 31, 2008. If a new Agreement has not been entered into prior to that time, this Agreement shall remain in effect until replaced.

All of the previously agreed on articles and sections of the agreement, a.k.a. tentative agreements, are to be incorporated into the new Agreement.

August 17, 2007
Date


Louis V. Imundo, Jr.
Conciliator