

2007 DEC 31 A 11: 37

OHIO STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT
December 28TH, 2007

OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION)

Union)

-and-)

CITY OF VERMILLION, OHIO)

Employer)

CASE NO. 06-MED-12-1400

APPEARANCES FOR THE UNION:

Kevin Powers, Representative
Dean Mayer, Union Director

APPEARANCES FOR THE CITY:

Patrick A. Hire, Representative
Wayne Hamilton, Director of Finance

CONCILIATOR:

JOSEPH W. GARDNER, Reg. No. 0033400
4280 Boardman-Canfield Road
Canfield, OH 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
jwg1118@sbcglobal.net

INTRODUCTION

In September of 2007, this case was referred to Conciliation. The parties mutually agreed upon a conciliation date in early December of 2007, however, the hearing did not go forward at that time because of a scheduling mishap. Both parties had argued that position statements were untimely presented and both parties requested remedies based upon Ohio law.

The Conciliation Hearing was reset for December 17, 2007 to hear all matters on the merits. The parties conducted serious and lengthy mediation before the opening of the Conciliation Conference. At Conciliation, the parties tentatively entered into an agreement on all issues. During mediation, this Conciliator garnered information on all issues between the parties. The parties stipulated and agreed that the information that this Conciliator obtained during this Mediation could be used as evidence in making the final decision between the parties.

After the Mediation, the parties agreed to certain amendments in their last and best offers.

During the proceedings and in preparation of this Conciliation Report, all of the following factors, set forth in Ohio Revised Code § 4117.14, were considered:

- (a) Past Bargaining Agreements, if any between the parties;**
- (b) Comparison of Issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;**
- (c) The interest in welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;**
- (d) The lawful authority of the public employer;**

- (e) **The stipulations of the parties;**
- (f) **Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.**

In addition to all of the evidence presented, the Fact Finding Report was submitted and considered. All Position Statements were reviewed by the undersigned and considered before rendering a decision on each issue.

Both parties had objected to the Position Statement of the other side. However, after the mediation, the parties waved any procedural defects and directed that this Conciliator go forward with the Conciliation Report on each and every issue.

ISSUE # 1

Article 16, Economic Package, et sec.

The parties agree that the following is the final offer of the Union, and the last and best offer of the Union:

16.01 Economic Package

It is understood that in arriving at an economic package for employees covered by this Agreement during the tenure of this Agreement that all past practices and customary procedures of the parties that have not been previously amended by this Agreement or as have not been amended by subsequent provisions hereof, shall remain in effect and are mutually adopted by the parties. It is the intention hereof to reaffirm all the ordinances, resolutions and enactments of City Council pertaining to the Police Department except as the terms of this Agreement amend or may be in conflict therewith. The parties agree that if the specific terms of this Agreement when are conflicting with past legislation or past practices, then the provisions hereof shall

preempt and prevail. During the term of this Agreement, the parties recognize that employees shall not lose or be diminished in economic benefits previously accorded to them save and except emergency measures reserved to management such as necessary layoffs, leaves of absence, decrease in staff or hours worked, etc. Utilizing such past enactments are made thereto during the duration of this Agreement.

Wages

Patrol Officers

Year

Wage

2008

Prob

\$17.953

3rd

\$20.188

2nd

\$21.768

1st

\$23.582

2009

Prob

\$18.536

3rd

\$20.844

2nd

\$22.475

1st

\$24.348

Sergeants

Highest Patrol Officer wage plus 11%.

16.02 Each member of the unit shall receive a cash bonus equivalent to 2.75% of his/her total 2007 earnings which shall be paid in January, 2008.

DECISION

The parties have agreed that the above language should be made sections 16.01 and 16.02 of the Collective Bargaining Agreement. After reviewing all the evidence in this case, the statutory factors, and the stipulation between the parties, the above mentioned Final Offer of the Union, also known as the Last and Best Offer of the Union, shall be part of the Collective Bargaining Agreement.

ISSUE # 2

Article 17.01, Parity

The parties agree that the deletion of Article 17.01, Parity, is the City's Final Offer, and the Last and Best Offer of the City.

After reviewing all of the evidence, statutory factors, and the stipulation of the parties, *Article 17.01, Parity* is deleted from the Collective Bargaining Agreement.

ISSUE # 3

Article 19, Longevity Benefits

The parties agree that the following is the final offer, and the Last and Best Offer of the Union:

19.01 Longevity

- (a) Following four (4) years of full-time employment, regular full-time members of the Police division shall be eligible to receive, in addition to their regular wage, a sum in the amount as indicated below. Each year thereafter, such members and employees shall be eligible to receive an additional one-half of one percent up to a maximum of twenty-five (25) years. All employees with 20 years of service and beyond are grandfathered.*
- (b) Longevity pay shall be paid to eligible employees once each year on the last regular pay in November. No longevity pay shall be paid for partial years of service; only full years of service shall count toward receiving longevity pay.*

<u>Years of Service</u>	<u>% of Base Pay</u>	<u>Years of Service</u>	<u>% of Base Pay</u>
4	.5	20	8.5
5	1	21	9
6	1.5	22	9.5
7	2	23	10
8	2.5	24	10.5
9	3	25	11
10	3.5		
11	4		
12	4.5		
13	5		
14	5.5		
15	6		
16	6.5		
17	7		
18	7.5		
19	8		

DECISION

The above described final offer, the Last and Best Offer of the Union, shall be **Article 19, Longevity Benefits** of Collective Bargaining Agreement.

ISSUE # 4

Article 25, Hospitalization, etc.

The following is the Final Offer, and the Last and Best Offer of the City:

Article 25, Hospitalization

25.01. Hospitalization and Medical Insurance. *The employer agrees to provide the eligible bargaining unit employees the same hospitalization and medical insurance plan(s) as currently in effect except as expressly modified in 25.02 and will continue unless modified in accordance with 25.03.*

Section 25.02. Prescriptions and Premium Cost. *Notwithstanding the above and effective upon execution of the labor agreement, the Employer agrees to the following employee caps: \$10.00 co-payment for generic prescriptions; \$20.00 co-payment for preferred*

prescriptions; \$30.00 co-payment for non-preferred prescriptions; and a 5% premium cost not to exceed \$40.00 per month, unless modified in accordance with Section 25.03.

Section 25.03. Health Insurance Committee. *The Employer agrees to establish a joint advisory committee on healthcare benefits which shall include a representative from each bargaining unit. The joint committee will evaluate, periodically, the benefits and costs and make recommendations to the City for the cost containment measures. The Employer agrees to present any pending changes to the Health Insurance Committee at least 30 days prior to the effective date of any such changes. The City may implement reasonable health care changes including increased deductibles and co-pays during the life of this Agreement.*

DECISION

After reviewing the evidence, the statutory factors, and the stipulations between the parties, the above Last, Best and Final Offer of the City is hereby **Article 25, sections 25.01, 25.02, and 25.03** of the Collective Bargaining Agreement.

ISSUE # 5

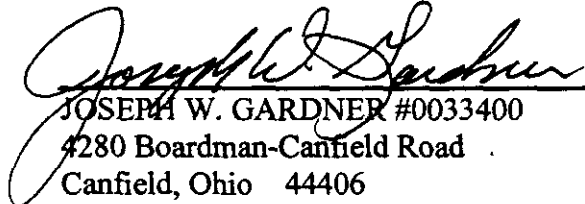
Article 43, Duration

The parties have agreed that the following is the Final, Last and Best Offer of the City:

- (a) This Agreement shall be effective from January 1, 2008 and shall remain in full force and effect until December 31, 2009.*
- (b) Current Language.*
- (c) Current Language.*

DECISION

After reviewing the evidence, statutory factors, and the stipulations between the parties, the above language, which is the Final, Last and Best Offer of the City, shall be **Article 43, Duration of the Collective Bargaining Agreement.**



JOSEPH W. GARDNER #0033400
4280 Boardman-Canfield Road
Canfield, Ohio 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
Conciliator

CERTIFICATION

I hereby certify that on December 28, 2007, a copy of the foregoing Conciliation Report was sent via certified mail/RRR to the following: PATRICK HIRE, 417 North West, Lima, Ohio 45801; KEVIN POWERS, O.P.B.A. Office, 10147 Royalton Rd. Suite J, N. Royalton, Ohio 44133; and via regular U.S. mail to MARY LAURENT, SERB, 65 East State St., 12th Floor, Columbus, Ohio 43215.



JOSEPH W. GARDNER #0033400
Conciliator