

**REVISED: MEDIATED SETTLEMENT REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
March 24, 2008**

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In the Matter of:

<b>FRATERNAL ORDER OF POLICE</b>	:	<b>Case No.: 07-MED-05-0607</b>
<b>LODGE 38</b>	:	
Employee Organization	:	
and	:	
	:	
<b>CITY OF HAMILTON, OHIO</b>	:	<b>(Conciliator Howard Tolley)</b>
Employer	:	

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STATE EMPLOYMENT  
RELATIONS BOARD

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**APPEARANCES**

**FRATERNAL ORDER OF POLICE, LODGE 38.**

Stephen S. Lazarus, Esq. FOP Attorney  
Brian Robinson, Detective, FOP President  
Paul Webb, Patrol Officer, Labor Representative  
Bob Snyder, Patrol Officer  
Mark Hayes, Detective, Labor Representative

**CITY OF HAMILTON**

Timothy Werdmann, Assistant Law Director  
Neil Ferdelman, Chief of Police  
Joe Murray, Police Captain  
Ana Ramanthen, Interim Finance Director

**Conciliator:** Howard Tolley, Jr., Professor, University of Cincinnati

**Introduction**

At 9 a.m. on Thursday March 20, 2008 the parties convened for a conciliation hearing at the Hamilton County Municipal building and agreed to the conciliator’s mediation of the final offers that had been submitted.

By 12:30 p.m. the parties had reached agreement on all outstanding issues subject to ratification by the Hamilton City Council and the FOP membership no later than Wednesday March 26.

If the tentative agreement detailed in this settlement report is rejected by either party, the conciliator will conduct a hearing on Thursday March 27 at 9 a.m. based on the original final offers and supporting materials prepared and submitted prior to the March 20 mediation.

Revision: Following circulation of the original report dated March 21, the mediator corrected a clerical error and in accord with joint email approval by the parties on March 24 revised the language in Article VI Wages at their request to clarify the computation of increases for 2007- 08.

**ARTICLE VI.**

**WAGES**

Wage rates for unit members of FOP 38 shall be in accordance with Appendix A, which shall reflect a three percent (3%) effective from the beginning of the pay period that includes September 1, 2007, a one percent (1%) wage increase effective from the beginning of the pay period that includes January 1, 2008, followed by a three percent (3%) wage increase effective at the beginning of the pay period that includes September 1, 2008, and a four percent (4%) wage increase effective at the beginning of the pay period that includes September 1, 2009.

The top base pay for the rank of Detective shall be fifteen percent (15%) above the top base pay for the rank of Police Officer.

**ARTICLE IX.**

**HOLIDAYS**

Current contract language, no change

**ARTICLE X.**

**SICK LEAVE**

Current contract language except for two changes incorporated in the following:

**Section 2. Administration**

- A. Sick leave may be used only in accordance with the provisions of the sick leave policy as established by Administrative Directive 306 effective on October 1, 2007.

Sick leave usage for the purpose of illness/injury of a member of the employee’s immediate family (wherein the employee’s presence is required) shall be limited to a total of sixteen (16) hours per calendar year. Such usage may be taken in increments of as few as one (1) hour per incident. In the event an employee should require additional time in excess of the allowance established or for reasons other than those noted above, such additional time may be charged against vacation or holiday credit with the approval of the employee’s supervisor.

Immediate family as used above shall mean spouse, child, stepchild, or other relative if that relative actually resides in the home of the employee.

**ARTICLE XI.**

**HOSPITALIZATION, MEDICAL-SURGICAL COVERAGE**

Current contract language except for two changes incorporated in the following:

Section 1. The City shall provide a network plan of medical/hospital/surgical protection, in accordance with the recommendations of the joint LMC Committee. The current plan is described as a managed care, point of service, plan. It will continue to be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments in plan years 2008, 2009, or 2010. A list of the current benefit structure is attached hereto as Appendix B.

The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction.

**ARTICLE XXXVI.**

**NO LAY-OFFS, NO ATTRITION**

Current contract language except for one change incorporated in the following:

Section 1. It is hereby agreed between the City and Fraternal Order of Police, Lodge 38, that there shall be no lay-offs by the City of any of the members of the Fraternal Order of Police, Lodge #38, nor attrition of any sworn position in the Division of Police through August 31, 1994.

Section 2. The total sworn complement is hereby defined as 114 officers.

**Remaining Articles**

All articles unopened by the parties and those Articles tentatively agreed to and resolved in negotiations and by mediation based on the Fact Finding Report of December 12, 2007 should be included in the successor agreement with all provisions retroactive to September 1, 2007

If the parties find any substantive error in this report needing correction, a conference call should be arranged to discuss the concern, and a request may be filed with SERB for authorization to adjust the report [O.A.C Rule 4117-9-05(L)]. The Conciliator appreciates the courtesy extended by all individuals involved in the process.

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Howard Tolley, Jr., SERB Mediator/Conciliator

\_\_\_\_\_  
Date

**CERTIFICATE OF SERVICE**

I hereby certify that an exact copy of the foregoing Mediated Settlement Report has been served by regular mail to Stephen Lazarus, 30 Garfield Place, Cincinnati, Ohio 45202-4322, and Timothy Werdmann, City of Hamilton, 345 High St., Hamilton OH 45011 on this 22nd day of March, 2008, and to Bureau of Mediation, SERB, 65 East State St., 12<sup>th</sup> Floor, Columbus, OH 43215-4213.

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Howard Tolley, Jr, Conciliator