

**BEFORE THE STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

2012 AUG -2 A 11: 53

Conciliator: E. William Lewis

CITY OF SEVEN HILLS)	
)	CASE # 10-MED-11-1682
Employer)	10-MED-11-1683
And)	
)	
Ohio PATROLMEN'S)	
BENEVOLENT ASSOCIATION)	Date of Conciliation Hearing:
)	July 18, 2012
Employee Organization)	

CONCILIATOR'S FINDINGS AND AWARD

APPEARANCES:

For the Union:

For the City:

Max V. Rieker, Esq.
Ohio Patrolmen's Benevolent Assoc.
10147 Royalton Road, Suite J
North Royalton, Ohio 44133

William E. Blackie, III, Esq.
Fisher & Phillips, LLP
9150 South Hills Blvd., Suite 300
Cleveland, Ohio 44147

AUTHORITY

This matter was brought before Conciliator E. William Lewis, in keeping with applicable provisions of Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Board. The parties have complied in a timely manner with all procedural filings. The matter before the Conciliator is for consideration and directive based on merit and fact according to the provisions of Ohio Revised Code 4117, particular those that apply to Safety Forces and the mutual directives of the parties.

In attendance:

For the City:

Mr. William Blackie	Counsel
Mr. Michael Barth	Council President
Mr. Richard Dell 'Aquila	Mayor
Mr. Joseph Hotchkiss	Finance Director
Mr. Richard Pignatiello	Law Director

For the Union:

Mr. Max Rieker	OPBA-Attorney
Mr. Chad Cramer	Detective Sergeant
Mr. Jason Greenaway	Patrol Sergeant
Mr. Terry Wamser	Patrolman

BACKGROUND:

The City of Seven Hills, hereinafter known as the City/Employer, provides municipal and safety services to approximately twelve thousand citizens. The Ohio Patrolmen's Benevolent Association, hereinafter known as the Union/OPBA, represents two bargaining units composed of nine Patrol Officers, and four Sergeants.

The parties have been in an extended process of bargaining on a renewal Agreement. The current Collective Bargaining Agreement(CBA), expired on December 31, 2010. During the extended process commencing in January 2011, the parties had five bargaining sessions. Although they reached

agreement on many issues, the unresolved issues were referred to Fact Finding. There were two Fact Finding dates, which included an Evidentiary Hearing held on August 17, 2011. After a long delay, the Fact Finding Report was issued on April 6, 2012, without acceptance by the parties.

The parties referred this matter to Conciliation, and this Conciliator was appointed on May 25, 2012. The parties, by mutual agreement, scheduled a Hearing for July 18, 2012.

In determination of the Conciliation Award and in compliance with ORC 4117.14(G)(7), and related rules of SERB, the following were taken into consideration in making this Award:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the 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 and 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 standard 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.

CONCILIATION HEARING:

The Conciliator was duly appointed in this matter, in compliance with Ohio Revised Code, Section 4117.14(D)(1)(B), by letter dated May 25, 2012.

The Hearing was held on July 18, 2012 at 9:30am, at the City Hall of Seven Hills. The parties timely filed the required pre-hearing submittals.

The Conciliation Hearing commenced with a review of, and an agreement of the unresolved issues. In the conciliator's opinion, the final offer positions of the parties were not irresolvable following the Fact-Finder's recommendations. Thusly, they were asked if they were interested in a mediation discussion. The parties mutually agreed to attempt mediation on the unresolved issues.

During the mediation discussions, it was mutually agreed to by the parties to amend and resubmit their final offer positions, on four Articles. The City amended their positions on Articles XX(HOLIDAYS/PERSONAL DAYS), and Article XXII(SICK LEAVE), to current language. Both parties amended their positions on Article XXVI(COMPENSATION SCHEDULE), and Article XXX(INSURANCE).

The Awards reflect the mutual agreements reached on the final positions through mediation with the conciliator. Furthermore, the parties mutually agreed to waive the introduction of evidence and testimony deferring to their mutually agreed to final positions.

ARTICLE XX HOLIDAYS/PERSONAL DAYS

Award: Current Language.

ARTICLE XXII SICK LEAVE

Award: Current language.

ARTICLE XXVI COMPENSATION SCHEDULE

Award: Section 1.---to read as follows:

The following base salary/hourly compensation schedule shall be effective for the members of the Seven Hills Police Department.

Ptl. 1 st Year	\$52,097
Ptl. 2 nd Year	\$56,077
Ptl. 3 rd Year	\$60,055
Ptl. 4 th Year	\$64,031

Sergeant

There shall exist a fixed differential between the Department's top paid Patrol Officer and the lowest paid Sergeant in the amount of thirteen and one-half percent (13.5).

Section 2 through 4---Current Language.

ARTICLE XXX INSURANCE

Award: Section 1 and Section 2, to read as follows:

Section 1. Current language, (first paragraph)

Plan A. This plan shall be comparable to the coverage as provided in the Medical Mutual Plan A which is in effect as of December 1, 2011(which is the beginning of the City's Plan Year).

Plan B: Delete

Section 2. The City will pay the actual cost of Plan A up to a maximum of \$1,375 per month for family coverage and \$500 per month for single coverage. The remaining cost shall be paid by the employee through automatic payroll deduction.

Effective December 1, 2012, Plan B will be no longer offered. In its place, the City shall offer a Health Savings Account, known as and in effect as Plan C as of July 2012.

The HSA Plan, including its benefits shall be comparable in coverage to the HSA Plan C in effect as of July 2012. The In-Network deductible shall be \$5,000 for the family Plan and \$2,500 for the single Plan.

The Employer shall deposit \$4,000 into the employees HSA for the family Plan and \$1,400 for the single Plan, in an annualized prorated manner, but shall not be responsible for these contributions upon separation of employment.

Any premium increase to the July 2012 HSA Plan shall be borne 90% by the Employer and 10% by the employee through automatic payroll deduction.

Sections 3-5: Current Language.

ARTICLE XXXVIII DURATION OF AGREEMENT

Award: Section 1. To read as follows: This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective upon its execution and shall remain in full force and effect until December 31, 2013.

Section 2. Current language.

CONCLUSION

The Conciliation awards contained herein were arrived at after giving consideration to the positions of and arguments of the parties, our mediation discussions, and the Criteria enumerated in ORC 3114.14(G)(7). In addition, I also incorporate by reference into this Report, the tentative agreements of

the parties reached through negotiations or the Fact Finding Report, and the language of the expired Agreement which remains unchanged by the parties.

This concludes the Conciliation Report.

Respectfully submitted and issued at Columbus, Ohio, this 1st day of August, 2012.

A handwritten signature in black ink, appearing to read "E. William Lewis". The signature is written in a cursive style with a long, sweeping tail on the final letter.

E. William Lewis
Conciliator

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this Conciliator's Report was served by regular U.S. mail to Mr. William Blackie III, for the City of Seven Hills, at 9150 South Hills Blvd., Suite 300, North Royalton, Ohio 44133, and to Mr. Max Rieker for the OPBA, at 10147 Royalton Road, Suite J, Cleveland, Ohio 44147, and to Mr. Donald Collins, General Counsel, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215, this 1st day of August, 2012.


E. William Lewis
Conciliator

Liam Lewis
Silverleaf Ct
Columbus OH 43235

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Mr. Donald Collins, General Counsel
State Employment Relations Board