

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

REVISED REPORT DATED MARCH 14, 2013

IN THE MATTER OF CONCILIATION BETWEEN:

CITY OF RAVENNA, OHIO

Employer

and

FOP/OLC, Inc.

Union

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Consolidated SERB Cases:

NO. 11-MED-1351, 1352, 1353
Patrol Officers, Sergeants
Lieutenants and
Dispatchers/Clerks

Before Conciliator Richard P. Gortz

Appearances:

FOR THE EMPLOYER:

CLAYTON D. MORRIS, SPHR, Clayton D. Morris and Associates, LLC.,1804 Wetmore St.
Stow, Ohio 44224

FOR THE UNION:

CHARLES L. WILSON, 2721 Manchester Road, Akron, Ohio 44319-1020; 330-753-7080;
FAX: 440-237-6446

1. Introduction and background

This consolidated case results from a reopener on all economic items for calendar years 2012 and 2013. The parties were unable to reach agreement on the reopened items, and proceeded to fact-finding before Fact Finder Alan M. Wolk on November 8, 2012. On or about December 3, 2012, Fact Finder Wolk issued his report, which was not accepted by the parties.

The undersigned Conciliator was assigned by the State Employment Relations Board to conduct a hearing and issue a conciliation award. By mutual agreement, a hearing was scheduled for Wednesday, February 6 at 10:00 a.m. in the Ravenna City Hall. The parties submitted pre-hearing statements to this Conciliator, the opposing party and to the Board in compliance with O.R.C. 4117.14(G)(3).

Prior to opening the hearing, this Conciliator queried the parties on the potential for mediation of some or all of the five outstanding issues. The parties agreed to attempt settlement through mediation.

After several offers and counter offers, the parties agreed to a settlement, which this Conciliator was requested to issue as a mediated settlement final award. On March 1, 2013, this Conciliator issued the final award as text provided by the parties. On March 5, 2013 the parties notified this Conciliator that the text provided was in error in that one issue was overlooked. On March 7, 2013, the parties provided additional text to be included in the award. The following award contains the totality of the text.

AWARD

The Collective Bargaining Agreement(s) dated January 1, 2011 shall be modified as follows:

Article 40, Appendix - Wages and Wage Scale

40.01 Wage rates for all bargaining unit employees effective January 1, ~~2014~~ **2012** through December 31, ~~2014~~ **2015** or nearest pay period thereto is attached as Appendix A, reflecting the following:

0% wage increase for 2012.

1% wage increase for 2013.

3% wage increase for 2014.

3% wage increase for 2015.

Article 26 - Insurance

~~Section 26.1 As additional compensation for employees covered by this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, alternate means of providing coverage, and/or possible employee contributions to the premium costs. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.~~ **Members will have the same Medical, Prescription Drug, Life, Dental, and Optical, insurance as offered to non-bargaining unit employees of the City. Employees may select single or family coverage, based upon their eligibility for the plan.**

~~The parties agree that the City may periodically change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. The purpose of changing either the content of the plan and / or the insurance carrier shall be to either improve the coverage provided or reduce the premiums without substantially reducing the benefit levels. Reasonable adjustment of deductibles to compensate for inflation shall not be construed as a reduction in benefit levels.~~

~~Section 26.2 The Union understands and agrees that any increase in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.~~ **The Employer shall offer Medical, Prescription Drug, Life, Dental, and Optical, coverage. Bargaining unit employees shall pay no more in monthly premiums towards their Medical, Prescription Drug, Life, Dental and Optical, coverage than any non-bargaining unit employees in the City. Employee contributions: Employees are responsible for paying their specified percentage of the premium for health insurance, dental insurance, and vision insurance and said percentage will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department.**

Employee contributions will be split between the first two paychecks of each month. Specific contributions effective:

May 1, 2013 are 5%.

January 1, 2014 are 10%.

January 1, 2015 are 12.5%.

Section 26.3 The City shall provide and maintain in force, by the payment of necessary premiums, life insurance in the amount of twenty thousand (\$20,000.00) dollars for all bargaining unit members, for the duration of this Agreement.

Section 26.4 Upon retirement or disability retirement from the Police Department, each bargaining unit member shall be entitled to a continuing life insurance policy in the amount of twenty thousand (\$20,000.00) dollars.

~~Section 26.5 The City shall provide and maintain in force, by payment of necessary premiums, the Ohio AFSCME Care Plan Dental Benefits, Level 3. The City will begin contributions of \$34.00 per month to this plan upon execution of this Agreement, and will provide to all bargaining unit members a copy of the coverage and benefit plan. Bargaining Unit members will contribute by means of payroll deduction an amount not to exceed fifteen dollars (\$15.00) per month towards the monthly premium costs of the Level 3 AFSCME Care Plan.~~

26.05 The spouse of any member who is employed full-time and has the availability of Medical and Prescription Drug coverage through their fulltime employer shall be required to obtain such coverage and will not be eligible for the City's Plan. In the event that the spouse becomes unemployed, ineligible for their employer coverage or is unable to participate in their employer plan, the City will treat such as a qualifying event and permit the spouse to enroll in the City's plan.

26.06 Beginning May 1, 2013, members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be 30% of the fully funded premium for the plan for which the employee would otherwise be eligible. Members must provide proof that they have Medical, Prescription Drug, Life, Dental, and Optical coverage in order to be eligible for the "Opt-Out".

26.07 The Bargaining Unit retains the right to participate in the Health Insurance Committee. This committee will represent their members during any renewals or changes of insurance programs and cooperate with other employee groups in choosing the insurance program offered to employees.

Sergeants and Lieutenants Appendix - Reopener

The parties agree to reopen Article 40, of the collective bargaining agreement between the City of Ravenna and the Fraternal Order of Police, Sergeants and Lieutenants to discuss the wage compression issue. The parties further agree to meet and discuss any non-economic issues. The effective date of these discussions will be no later than December 31, 2014.

Patrol and Dispatcher Appendix – Reopener

The parties further agree to meet and discuss any non-economic issues. The effective date of these discussions will be no later than December 31, 2014.

Entered this 14th day of March, 2013 in Pepper Pike, Ohio:

A handwritten signature in black ink, appearing to read "Richard P. Gortz". The signature is fluid and cursive, with a long horizontal stroke at the end.

Richard P. Gortz
Conciliator

PROOF OF SERVICE

This Conciliation Award was electronically transmitted this 14th day of March, 2013, to the persons named below;

Union Representative

CHARLES L. WILSON
2721 Manchester Road,
Akron, Ohio 44319-1020
Email: cwilsonfop@aol.com

Employer Representative

CLAYTON D. MORRIS, SPHR
Clayton D. Morris and Associates, LLC.
1804 Wetmore St. Stow, Ohio 44224
Email: claymorris@earthlink.net

State Employment Relations Board

Mary Laurent, Administrative Assistant
Bureau of Mediation
State Employment Relations Board
Email: mary.laurent@serb.state.oh.us, med@serb.state.oh.us

A handwritten signature in cursive script, appearing to read "Richard P. Gortz". The signature is written in dark ink and is positioned above the printed name of the conciliator.

Richard P. Gortz, Conciliator