

From: "Laurent, Mary" <Mary.Laurent@serb.state.oh.us>  
Sent Date: 2013-08-05\_08:33:19.000  
To: SERB Mediation <SERB.Mediation@serb.state.oh.us>  
Subject: FW: Fariborn Conciliation  
Attachments: 1  
12-MED-10-1115, 12-MED-10-1116, 12-MED-10-1117

From: Dennis Byrne [mailto:dennisbyrne534@gmail.com]  
Sent: Friday, August 02, 2013 11:36 AM  
To: Laurent, Mary  
Subject: Fariborn Conciliation

Mary:

I have attached the "report" such as it is to this email. Ultimately, we reached a mediated agreement on this one. I am somewhat late with this filing because I had a complete computer meltdown. (I had to install a new operating system on my machine. It appears that technology and I are not too friendly this month.) I will also fax you a copy because I am not sure what is going on. I am sorry for any inconvenience. Hope all is well.

Dennis Byrne

\*\*\*\*RECEIVED ELECTRONICALLY FRI, 2 AUG 2013 @11:36AM\*\*\*\*

State Employment Relations Board  
Conciliation Report  
July 29, 2013

In the Matter of:	)	
	)	
	)	
The City Fairborn	)	
	)	
	)	
and	)	SERB Case Nos. 12-MED-10-1115
	)	12-MED-10-1116
	)	12-MED-10-1117
	)	
The Fraternal Order of Police/ Ohio Labor Council	)	
	)	
	)	

Appearances

For the FOP/OLC:

Thomas Fehr: FOP/OLC Staff Representative  
 Kay Cremeans: General Counsel for the FOP/OLC  
 Lori Alzcia: Dispatch Unit Representative  
 Paul Hicks: Patrol Unit Representative  
 Karen Kordish: Patrol Unit Representative  
 Gary Mader: Sergeant Unit Representative  
 Joseph May: Patrol Unit Representative

For the City of Fairborn:

Kelly Babcock: Account Manager Clemans, Nelson & Associates  
 Lindsay Mongonas: Labor Consultant Clemans, Nelson & Associates  
 Terry Barlow: City of Fairborn Chief of Police  
 Terry Benninton, Captain Fairborn Police Department  
 Deborah McDonnell: City of Fairborn City Manager

Conciliator: Dennis M. Byrne

**Introduction:**

This Conciliation involves members of the Fairborn Police Department represented by Fraternal Order of Police/Ohio Labor Council and (Union) and the City of Fairborn (Employer). The parties negotiated a reopener clause in their labor agreement(s) for the health insurance provision. The Union filed to reopen negotiations over the health insurance plan and the parties held two negotiating sessions in an attempt to find an agreement. The issue was the language regarding a cap in the Union memberships' contributions to their health insurance. The parties were unable to reach an agreement on the issue, and they availed themselves of the dispute resolution procedures of ORC 4117.

The parties had a Fact Finding Hearing with Fact Finder Jack McCormick on March 25, 2013. The Fact Finder issued his report on April 1, 2013. The Union rejected the report and a conciliation hearing was scheduled for July 22, 2013. The Hearing commenced at 10:00 A.M. in the City of Fairborn Police Department, and resulted in a mediated settlement.

**CRITERIA**

The Ohio Revised Code enumerates the criteria to be considered by a Conciliator when making recommendations. The criteria are found in ORC 4117-9-06-H (1) to ORC 4117-9-06-H(6). The criteria are:

1. Past collectively bargained agreements, if any, between the parties
2. Comparisons
3. The interests and welfare of the public and the ability of the public employer to finance the settlement

4. The lawful authority of the public employer
5. The stipulations of the parties
6. Such other factors not itemized above, which are normally or traditionally used in disputes of this nature.

**Issue:** Article 21 – Insurance

**Union Position:** The Union demand is for a cap on premium contributions of five hundred (\$500.00) dollars for a single individual and a cap of one thousand (\$1,000.00) dollars for a family plan for the contract year of 2014.

**City Position:** The City rejects the Union’s demand and counters with current contract language.

**Discussion:** A full discussion of the issue is not required because the parties agreed to a mediated settlement. Basically, the Union membership argues that it has made concessions to help the City through the past few years of financial distress and deserves some consideration for their sacrifices. The City countered with the argument that the Fact Finder heard the case and recommended that the police personnel make the same contribution to the health plan as all other City employees.

The parties agree that they will reopen discussions for a new contract sometime in September 2014, and that the current health care payment is set until March 2014. Given these facts the parties agree to the current contract language with a memorandum of understanding that the City will pick up seventy-five percent of any premium increase for the next contract year. The MOU is attached to this report.


Signed the 29<sup>th</sup> day of June 2013 at Munroe Falls, Ohio

Dennis M Byrne, Conciliator


Memorandum of Understanding  
City of Fairborn and FOP, Lodge #48

The Parties agree that for the Insurance Plan Year 2014-2015 only, the City will contribute seventy-five (75%) of the deductible for the Health Savings Account for bargaining unit employees participating in the City's group health insurance plan.

For the City:

  
City Manager

  
Police Chief

  
Police Captain

  
Labor Consultant

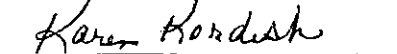
For the Union:

  
FOP Staff Representative

  
Patrol Unit Representative

  
Sergeants Unit Representative

  
Dispatch Representative

  
\_\_\_\_\_