

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

IN THE MATTER OF CONCILIATION BETWEEN THE

CITY OF HILLSBORO, OHIO EMPLOYER

SERB Case #'s 2015-MED-09-0781

AND

2015-MED-09-0783

2016-MED-09-0784

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, UNION**

E. William Lewis, Conciliator

CONCILIATOR'S FINDINGS AND AWARD

APPEARANCES:

For the Union:

For the City:

**Mr. Mark A. Scranton
Staff Representative
4230 Perkin Court
Batavia, Ohio 45103**

**Mr. Robert W. Cross
Cross Management Consulting Svs.
631 7th Street
Portsmouth, Ohio 45662**

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 Relations 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 mutual directives of the parties.

In attendance for the Union:

Mr. Mark Scranton	Staff Representative
Ms. Tonya Sapp	General Counsel--FOP/OLC
Officer Tim L. Bell	
Sgt. Aaron Reynolds	

In attendance for the City:

Mr. Robert W. Cross	Consultant
Mr. Gary L. Lewis	Auditor
Mr. M. Todd Whited	Chief of Police
Mr. Todd Wilkin	Service/Safety Director

BACKGROUND:

The City of Hillsboro, hereinafter known as the City/Employer, and the Fraternal Order of Police, Ohio Labor Council, hereinafter known as the FOP/Union have been in the process of bargaining for a renewal contract. The current contract expired on December 31, 2015. The City of Hillsboro, provides municipal and safety services to its, approximately 6500 citizens. There are three bargaining units covered by a single collective bargaining Agreement. The approximate composition of the three units are ten Patrol Officers, three Sergeants and four Dispatchers.

The bargaining process commenced in November 2015, with a number of sessions held through March of 2016. During two of the sessions the parties were assisted by a SERB mediator. Unable to resolve all the issues, the parties employed a Fact Finder to assist. The Fact Finding Hearing was held on June 16, 2016. There were eight primary issues brought before the Fact Finder, and he issued his Report, with recommendations, on July 8, 2016.

With the issuing of the Fact Finding Report a number of the eight issues were narrowed for Conciliation. The parties Pre-Conciliation Hearing Positions narrowed the unresolved issues to four. The issues that are resolved through the Fact Finder's Report and the parties Pre-Conciliation Position Statements are:

ARTICLE 15--HOURS OF WORK AND OVERTIME

ARTICLE 17--LONGEVITY PAY

ARTICLE 18--HOLIDAYS

ARTICLE NEW--BARGAINING UNIT WORK

The unresolved issues for Conciliation are identified as follows:

ARTICLE 13--TRAINING AND WORKING CONDITIONS

ARTICLE 16--WAGES

ARTICLE 20--INSURANCE

NEW ARTICLE--PHYSICAL FITNESS

CONCILIATION HEARING:

The Conciliator was duly appointed by SERB on July 28, 2016, in compliance with Ohio Revised Code 4117.14(D)(1). The Conciliation Hearing was held August 30, 2016 at the Hillsboro Fire Department. The parties timely filed the necessary extensions and the Pre-Hearing Position Statements.

The Conciliation Hearing commenced with the conciliator reviewing the Fact Finder's Report with the parties, and their Pre-Hearing Position Statements. After reviewing the actual issues in dispute at The Hearing, the parties were asked if they would consider an attempt at mediation. The parties mutually agreed to attempt mediation on the open issues.

All unresolved issues were settled through mediation. During the mediation discussions, it was mutually agreed between the parties to amend their Final Offer Position Statements to reflect the agreements reached in mediation. With these Pre-Hearing final positions and the amended Pre-Hearing position statements, the conciliator makes the following Awards on the heretofore unresolved issues.

The Awards reflect the mutual agreements reached on the amended 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. The format of this Report will be to list both parties position statements proposals or their amended position statements proposals followed by the conciliator's Award.

ARTICLE 13--TRAINING AND WORKING CONDITIONS

Union Position:

Move Proficiency and Training and Physical Examination Sections, from Article 4 to Article 13, and use current language for Proficiency and Training. Physical Examination, per agreed to language with City.

City Position:

Move Proficiency and Training and Physical Examination Sections from Article 4 to Article 13. However, change A. of Proficiency and Training to read as follows: Physical fitness and knowledge of procedures shall be tested at least once per year. If an employee were to fail the proficiency test hereunder, shift supervisors shall provide remedial training and retest the employee until such time as proficiency is demonstrated. Physical Examination, per agreed to language with the Union.

AWARD:

ARTICLE 13 TRAINING AND WORKING CONDITIONS

The City amended its final position to agree with the FOP position, and to read as follows:

Sections 13.1 and 13.2--current language.

Section 13.3 to read as follows:

A. Physical fitness and knowledge of procedures shall be tested at least once per year pursuant to guidelines agreed upon and set forth in writing by the Labor/Management Committee. If an employee shall fail the proficiency test hereunder, shift supervisors shall provide remedial training and retest the employee until such time as proficiency is demonstrated.

B. Training for the Department. Current language moved from ARTICLE 4 (page 6 of current CBA)

Physical Examination: now Section 13.4

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Revised and moved from ARTICLE 4(bottom of page 6 and of page 7). To read as follows:

Employees shall take one physical examination per year covering evaluation of weight, eyesight, hearing and cardiovascular system, to evaluate ability to fulfill duties pursuant to guidelines agreed upon and set forth in writing by the Labor/Management Committee. The Employer shall pay for the physical examination before a physician and such results shall be immediately provided to employee and kept strictly confidential. If the employee is found to be unable to perform the essential duties of the position, the employee shall be eligible to apply for disability retirement, or other benefits as set forth by law. The City may, in its discretion, seek a separation under OAC section 123: 1-30.

ARTICLE 15 HOURS OF WORK AND OVERTIME

Both parties Position Statements accepted the Fact Finder's recommendation.

AWARD:

ARTICLE 15--to be as follows:

Current language for Sections 15.1, 15.3, 15.4, 15.5, 15.6, 15.7, 15.9.

Section 15.2: Will continue the current language, however effective January 1, 2017 a modification will occur as outlined by the Memorandum of Understanding prepared at the Fact Finding Hearing, MOU as follows:

MEMORANDUM OF UNDERSTANDING

Effective January 1, 2017, the parties agree to begin a pilot program involving Section 15.2(work day and work week) for police officer's schedules. During the pilot program the following shall apply:

1. Shift bidding shall be done November 1, through November 30, 2016

for each of the shift cycles. The 2017 schedule shall be posted no later than December 5, 2016.

2. Shift cycles shall be January 1, through February 28, March 1, through April 30, May 1, through June 30, July 1, through August 31, September 1, through October 31, and November 1, through December 31.

3. Shift cycles shall be bid starting with the most senior officer making the first selection, followed by each officer based on seniority.

4. The second shift cycle will start with the most senior employee having first pick followed by the most senior employee, going down by seniority.

5. The aforementioned procedure will be used allowing first pick to be rotated down the seniority list, followed by the most senior officer, progressing down through the seniority list.

At the end of the 18 month pilot program, the parties agree to meet and evaluate the program. Should the parties mutually agree that the program is a success, the parties shall enter into a memorandum of understanding, amending the agreement. If either party believes the program was not a success, the parties will revert to the language found in Section 15.2 (Workday and Workweek).

Section 15.8 Overtime Opportunities, to be modified as follows:

The Administration shall use reasonable efforts to rotate overtime opportunities among qualified employees. Employees who show up for an overtime assignment shall receive one and one-half (1 ½) times their regular rate of pay for actual hours worked but no less than two (2) hours for each show up. The City may use reserves or Special Officers to accomplish the extra work in a cost effective manner, so long as it does not displace a current full time employee.

ARTICLE 16 WAGES

During the mediation session with the conciliator, the parties expressed some concern as to what the Fact Finder actually meant with his wage recommendation. Consequently, in mediation with the conciliator, we reached an agreement on the across the board wage increase. Thus, the parties amended their position statements to reflect our agreement on Section 16.1. Both parties accepted the Fact Finder's recommendation on Sections 16.2 and 16.6. All other Sections in this Article remain current language.

AWARD:

Section 16.1 Wage Steps

A. Effective January 1, 2016, all employees covered by this Agreement shall be paid in accordance with the following schedule which reflects a two percent (2%) increase.

Classification	Step 1 (start)	Step 2 (6 Months)	Step 3 (1 year)	Step 4 (2 years)	Step 5 (9 years)	Step 6 (13 Years)
Dispatcher	\$17.85	\$18.69	\$19.35	\$20.12	\$20.42	\$20.72
Dispatcher I				\$21.02	\$21.41	\$21.74
Dispatcher II				\$22.09	\$22.34	\$22.77
Dispatcher III				\$22.71	\$23.01	\$23.08
Patrolman	\$19.34	\$19.87	\$20.71	\$21.72	\$22.01	\$22.36
Patrolman I				\$22.79	\$23.11	\$23.48
Patrolman II				\$23.87	\$24.20	\$24.58
Patrolman III				\$24.50	\$24.88	\$25.23
Sergeant	\$22.79	\$23.90	\$23.99	\$24.04	\$24.24	\$24.60
Sergeant I				\$25.23	\$25.45	\$25.88
Sergeant II				\$26.45	\$26.65	\$27.03

Sergeant III \$27.14 \$27.39 \$27.76

B. The parties agree that upon written request of either party, the terms of Article 16, Section 16.1 Wages, and Article 20 Insurance shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. The parties agree that only Article 16, Section 16.1 Wages and Article 20 Insurance are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2016 for calendar year 2017 and December 31, 2017 for calendar year 2018.

Section 16.2--Delete from current Agreement (me too clause)

Section 16.5 Lead Dispatcher

The City agrees to recognize one dispatcher as the Lead Dispatcher. The Lead Dispatcher will be selected based on experience and being the most qualified applicant. Among other responsibilities, the Lead Dispatcher shall be the agency TAC. The Lead Dispatcher shall be compensated an additional \$.50 an hour over his/her regular rate of pay.

ARTICLE 17 LONGEVITY PAY

Both parties agreed with the Fact Finder's Report to insert an appropriate date in paragraph one of Section 17.1 and Section 17.4.

AWARD:

Section 17.1 first paragraph to read as follows:

All bargaining unit members who were originally hired by the City of Hillsboro prior to November 26, 2013, shall receive longevity as follows:

Amounts and years: current language.

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Section 17.4 to read as follows:

All bargaining unit members who were originally hired by the City of Hillsboro after November 26, 2013 shall not be eligible to receive Longevity Pay.

All other provisions of this Article 17 to remain current language.

ARTICLE 18 HOLIDAYS

Both parties agreed with the Fact Finder's Report recommending current language.

AWARD:

ARTICLE 18 to remain current language.

ARTICLE 20 INSURANCE

Both parties agreed with the Fact Finder's Report with one exception. Section 20.4 should be deleted from the contract per the City's initial position statement. However, through the mediation process, with the changes in the wage agreement, to re-openers, the City amended its position statement to maintain current language in Section 20.4.

AWARD:

Section 20.1 Health Insurance--to read as follows:

The City shall continue to offer each bargaining unit employee medical and

hospitalization insurance coverage, pursuant to the same terms and

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conditions as insurance is offered to all other City employees, except where such terms and conditions are expressly modified by this Article. The City shall provide the same or substantially similar level of benefits (including employee co-pays) for medical and hospitalization insurance coverage as the prior year's insurance plan.

The employee will be required to pay 15% of the applicable insurance premium in 2016, regardless of plan type. In no event will bargaining unit employees pay more towards their insurance premium than any other City employee.

Effective January 1, 2016 the City's HSA contribution will be 55% of the applicable deductible. City contributions will be made no later than first pay period of the year.

In the event that the City offers a Health Reimbursement Account (HRA), the City will be responsible for the first 55% of the applicable deductible for 2016.

In no event will bargaining unit employees pay more for health insurance than any other City employee.

Bargaining unit employees who decide not to enroll in the City's medical and hospitalization insurance coverage plan and provide the City with written proof of alternative coverage, shall receive payment in the amount of \$175.00/\$500.00 per month for single/ and all other coverage, whichever is applicable as declined coverage for 2016. Employees who elect not to enroll or opt out after either the HSA contribution has been made will have the City's January payments made to their health savings account deductible re-designated as their monthly payments, and will reimburse the City the portion of the deductible that the City paid into the said bargaining unit

employee's HSA that has not been used to pay qualifying HSA expenses that otherwise are covered by the City's medical and hospitalization

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insurance coverage, or a pro-rated portion based on the months in the plan, whichever is less. Said bargaining unit employees shall provide to the City proof of qualifying expenses in order to determine the amount of medical and hospitalization expenses that have been incurred by the bargaining unit employee. Employees will not be required to provide proof for anything protected under the Health Insurance Portability and Accountability Act (HIPPA).

Sections 20.2 and 20.3--current language.

Section 20.4 Insurance Reopener

The parties agree that upon written request of either party, the terms of Article 16, Section 16.1 Wages, and Article 20 Insurance shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. The parties agree that only Articles 16, Section 16.1 Wages and Article 20 Insurance, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2016 for calendar year 2017 and December 31, 2017 for calendar year 2018.

Section 20.5--current language.

ARTICLE (NEW) BARGAINING UNIT WORK

Union Position: Withdrawn through position statement.

ARTICLE (NEW): PHYSICAL FITNESS

The Union amended it position statement and withdrew this proposal during

mediation with the conciliator.

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The following Articles remained current Agreement language and were not changed by the parties. They are to be carried forward as part of the new Agreement.

ARTICLE 1 AGREEMENT
ARTICLE 2 RECOGNITION
ARTICLE 3 SECURITY
ARTICLE 5 NON-DISCRIMINATION
ARTICLE 6 LABOR COUNCIL RELEASE TIME
ARTICLE 7 NO STRIKE-NO LOCKOUT
ARTICLE 8 GRIEVANCE PROCEDURE
ARTICLE 9 RULES AND REGULATIONS
ARTICLE 10 INVESTIGATIONS AND DISCIPLINE
ARTICLE 14 SENIORITY
ARTICLE 23 WORK OUT OF RANK
ARTICLE 24 MISCELLANEOUS ECONOMIC
ARTICLE 25 OBLIGATION TO NEGOTIATE
ARTICLE 27 COMMUNICABLE DISEASES
ARTICLE 28 POLICE MEMORIAL DAY
ARTICLE 29 RETIREMENT
ARTICLE 32 SAVINGS CLAUSE
ARTICLE 33 LAYOFF AND RECALL
ARTICLE 34 DISPUTE RESOLUTION
ARTICLE 35 WAIVER IN CASE OF EMERGENCY
ARTICLE 36 SUBSTANCE ABUSE TESTING

The following Articles were signed off as Tentative Agreements in the course of negotiations. They are to be carried forward as part of the new Agreement.

ARTICLE 4 MANAGEMENT RIGHTS
ARTICLE 11 PERSONNEL FILE
ARTICLE 12 LABOR/MANAGEMENT MEETINGS

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ARTICLE 19 VACATIONS
ARTICLE 21 LEAVES
ARTICLE 22 CLOTHING ALLOWANCE
ARTICLE 26 RESIDENCY
ARTICLE 30 TUITION AND EDUCATION ASSISTANCE
ARTICLE 31 EDUCATION INCENTIVES
ARTICLE 37 DURATION
ARTICLE NEW CANINE OFFICER COMPENSATION

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 in accordance with the Criteria enumerated in ORC 4117.14(G)(7). In addition, I also incorporate by identification into this Report, the tentative agreements of the parties and the language of the expired Agreement which remained unchanged by the parties.

Respectfully submitted this 16th day of September 2016.

E. William Lewis
Conciliator

/s/

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Report was electronically mailed To the parties and the State Employment Relations Board on September 16, 2016. A signed copy was also mailed on the same day by regular U.S. mail to Mr. Robert Cross, Consultant, at Cross Management Consulting Services, 631 7th Street, Portsmouth, Ohio 45662, and to Mr. Mark Scranton, Staff Representative, FOP/OLC, 4230 Perkin Court, Batavia, Ohio 45103.

E. William Lewis
Conciliator

/s/