

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of)
Conciliation Between:)
)
)
) 2016-MED-08-0827 & -0828
CITY OF LORAIN) Patrol Officers &
Sergeants) And Above)
)
-AND-)
)
FRATERNAL ORDER OF POLICE, LODGE 3)

CONCILIATION AWARD

Date of Issuance: January 2, 2018

Dennis E. Minni, NAA
Conciliator

APPEARANCES

For the Union: _____

- | | |
|-----------------------------|--------------------|
| 1. Robert M. Phillips, Esq. | Union Advocate |
| 2. Kyle Gelenius, | FOP President |
| 3. Jesse Perkins, | FOP Vice President |
| 4. Buddy Sivert, | FOP Trustee |

For the Employer:

- | | |
|-----------------------|--------------------------------------|
| 1. Jeremy Iosue, Esq. | Employer Advocate |
| 2. Karen Shawver, | Auditor, City of Lorain |
| 3. Anita Harper, | Chief Deputy Auditor, City of Lorain |
| 4. Roger Watkins, | Executive Captain, Lorain P. D. |

I. BACKGROUND INFORMATION

This matter came on for hearing on November 15, 2017, before the undersigned, appointed as Conciliator pursuant to Ohio Revised Code Section 4117.14, and the Ohio Administrative Code.

The hearing was conducted between the City of Lorain, OH (“Employer”), and the Fraternal Order of Police, Lodge 3 (“Union”), at Lorain City Hall, Erie & Broadway, Lorain, Ohio. The Union is the sole and exclusive bargaining representative for all Patrol Officers and a second unit comprised of Sergeants and above of the Lorain Police Department and excluding any /all other employees of said police department.

The bargaining units are comprised of approximately one hundred (100) employees between both units.

These units are certified by the SERB close to the inception of Chapter 4117 ORC so the parties have a mature collective bargaining relationship. The parties have been through the fact finding process and conducted several bargaining sessions prior thereto.

As of the conciliation hearing, the parties have reached tentative agreement on all but the following open issues (in the order presented to the undersigned):

Article 31, RATES OF PAY;

Article 22 INSURANCE COVERAGE;

Article 38 MISCELLANEOUS CONTRACT PROVISIONS;

Article 6 UNION REPRESENTATION

and thus subject to this conciliation award as hereinafter set forth.

The conciliator incorporates by reference into this Award all tentative agreements between the parties relative to the recent negotiations, and any provisions of the current collective bargaining agreement not otherwise modified during negotiations and/or the fact-finding process.

At hearing the parties engaged in mutual discussions over the remaining disputed proposals from both sides. . Both sides had an opportunity to present witness testimony and/or cross-examine same as well as documentary evidence.

II. CONCILIATION CRITERIA

In the determination of the facts and recommendations contained herein in the absence of settlement reached by the parties, the Conciliator has considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin.

Code Section 4117-9-05(K)(1)-(6). These criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

III. FINAL AWARD

ARTICLE 31 **RATES OF PAY**

I award the Union's wage proposal as follows:

Section 31.1 Effective January 1, 2018, each member of the bargaining units shall be entitled to a one percent (1%) increase in his or her base rate of pay.

(Further) the City of Lorain and the Fraternal Order Of Police will re-open negotiations for wages for the 2019 contract year.

ARTICLE 22: INSURANCE COVERAGE

In line with internal consistency I award the City's proposal on Section 22.3 whereby effective as of January 1, 2018, the City will provide Guardian dental and vision insurance and the City will pay 50% of the premiums for both types of coverage.

Thereafter, beginning January 1, 2019 the dental premiums will be paid 100% by the employee and the City and the employee will each continue to pay 50% of the Vision coverage premiums.

In Section 22.4 Health Insurance Premiums, there shall be no change for 2017 but for 2018 and 2019 the rates shall be: \$80 per month for Single Coverage; \$160 per month for Employee plus 1 coverage; and \$205 per month for Family coverage. Thus, the foregoing 2018 and 2019 premium rates permanently abolish and remove all former discounts.

In Section 22.6 Enrollment Criteria/General Information I award the following:

Effective January 1, 2018, if an employee does not elect health insurance coverage under the City's plan, the City will pay for the employee's coverage on their spouse's plan with another employer up to \$500.00 per month.

(Further) The co-insurance out of pocket maximum (excluding deductible and co-pays) will be \$1500 single/\$3000 family, for network; \$3000 single/\$6000 family for non-network in accordance with Benefit Option 1 Schedule of Benefits.

In Article 38 MISCELLANEOUS CONTRACT PROVISIONS, The Firearms Proficiency allowance, paid in December of each year shall be awarded as follows:

\$500 per member in 2017;
\$700 per member in 2018;
\$900 per member in 2019

Qualifying employees shall continue to meet or exceed the O.R.C. 109.801 and 109.803 standards in order to receive these respective allowances.

In Article 6 UNION REPRESENTATION the parties reached tentative accord on Section 6.4 adding that Union delegates (limited to no more than three (3) shall be paid for no more than twenty (20) eight hour duty days annually for attending specified Union functions) provided that the Union President shall provide at least ninety-six (96) hours advance notice to PD management.

CERTIFICATE OF SERVICE

Originals of this Conciliation Award were served on Robert M. Phillips, Esq., Jeremy Iosue, Esq. and Donald Collins, General Counsel & Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 (donald.collins@serb.state.oh.us), each by electronic mail this 2nd day of January, 2018.

/S/

Dennis E. Minni, Conciliator