

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
BEFORE ALAN M. WOLK, CONCILIATOR

STATE EMPLOYMENT
RELATIONS BOARD
Nov 19 10 29 AM '98

IN THE MATTER BETWEEN:

CITY OF YOUNGSTOWN, OHIO)	
)	
EMPLOYER)	
)	
and)	CASE NO. 97-MED-10-1118
)	
YOUNGSTOWN POLICE ASSOCIATION)	
)	
UNION)	

APPEARANCES:

EMPLOYER

Edwin Romero, Esq., of Manchester, Bennett, Powers & Ullman; John A. McNally, Esq.; Police Chief Richard Lewis

UNION

S. Randall Weltman, Esq., of Climaco, Climaco, Lefkowitz & Garofoli Co. L.P.A.; Donald P. Scott, Y.P.A. Patrol Chairman; Barry Ervin, Grievance Chairman.

SUBMISSION

This matter came on before the undersigned as Conciliator, duly appointed, pursuant to O.R.C. 4117, by the Ohio State Employment Relations Board, Bureau of Mediation, to hear and decide certain issues between the parties. Hearings were scheduled on August 21, 1998 and on September 10, 1998. On both occasions the parties were encouraged to and did mediate, ultimately resolving one of three disputes (i.e. Residency) that arose from the Findings and Recommendations of Fact-Finder James M. Mancini on June 19, 1998.

However, two issues, refined in the process of mediation, were not resolved in this process and remain for conciliation. These are insurance and seniority with respect to shift changes. Hearing was held on these issues. There was no court reporter.

BACKGROUND

Parties:

The name of the union is the Youngstown Police Association ("YPA"). Its principal representative is S. Randall Weltman, Esq., of Climaco, Climaco, Lefkowitz & Garofoli Co. L.P.A. 1228 Euclid Avenue 9th Floor, Cleveland, Ohio 44115. Phone 216-621-8484; FAX 216-771-1632

The name of the employer is the City of Youngstown, Ohio. Its principal representatives are Edwin Romero, Esq., of Manchester, Bennett, Powers & Ullman, Atrium Level Two, The Commerce Building, Youngstown, Ohio 44503-1641; Phone 330-743-1171; FAX 330-742-8867 and John A. McNally, Esq. Assistant Director of Law, City Of Youngstown, 26 S. Phelps St. 4th Floor, Youngstown, Ohio 44503; Phone: 330-742-8874; FAX 330-742-8867.

Bargaining Unit:

The YPA consists of 145 full time employees who are police patrolmen.

Historically, the YPA consisted of two separate bargaining units, one for patrolmen and one for sergeants, and the YPA negotiated for both resulting in two labor agreements with the same terms, except wages. For 1998 these two units engaged in separate negotiations.

This conciliation involves only the Patrol Unit.

Collective Bargaining Agreement:

The current Collective Bargaining Agreement expired December 31, 1997.

Status of these proceedings:

The City rejected the Fact-Finder's Report and Recommendations. The YPA deemed it accepted.

APPLICABLE STANDARDS TO BE APPLIED BY CONCILIATOR

O.R.C. 4117.14(G) (7) provides:

*** After hearing, the conciliator shall resolve the dispute between the parties by selecting, on an issue by issue basis, from between each of the party's final settlement offers, ***

POSITION OF THE PARTIES

INSURANCE

Fact-finder

The fact-finder reported:

The City contends that in general in the past all city employees have been treated the same with respect to insurance benefits. During negotiations leading to the 1995-97 agreement, the patrol unit specifically agreed to give up certain benefits including life insurance for retirees in return for a payment from the City which was equivalent to the benefits relinquished by the Union. This amounted to approximately \$42,000. (During the conciliation process, the Conciliator was advised that the parties had withdrawn consideration of the \$42,000).

Regarding insurance benefits, the fact-finder made the following recommendations:

DENTAL AND OPTICAL INSURANCE

The City agrees to continue to continue the program of providing single coverage for vision and dental insurance except that this benefit will be entirely funded and administered by the City.

Effective January 1, 1999, the City shall provide family coverage for vision and dental insurance. This benefit will be provided in the same manner as the City's single coverage vision and dental insurance (deductible coverage). This benefit will be entirely funded and administered by the City.

LIFE INSURANCE

The City agrees to continue the program of life, accidental death and dismemberment insurance now in force except that it will be entirely funded and administered by the City and its value will be increased as follows: Effective January 1, 1999- \$20,000.

NEW SECTION:

UNION PARTICIPATION

The Union will use every power at its disposal to persuade their members to shift from the traditional health insurance plan to the City's PPO plan.

Union

The foregoing language as recommended by the Fact-Finder is the union's final settlement offer.

The union argues:

Providing the YPA with increased life insurance and full paid family vision and dental insurance is justified based upon past bargaining history as well as the insurance comparables. The cost of the YPA's proposal is limited, as it would be funded in part by the savings realized by employees changing to PPO. The YPA's proposal does not take effect until January 1999 helping the City to avoid any current year cost implications. There is no basis to overturn or modify the Fact-Finder's findings on the issue of insurance benefits.

City

The City's final settlement offer is:

INSURANCE

"The City will provide a program of insurance benefits containing coverage as currently provided, except for the following changes:

- A. The deductible will increase to \$200/\$400;
- B. Coverage shall increase to include family dental and family vision with an employee co-pay of premium at \$10.00 each pay;
- C. The Union will use every power at their disposal to persuade their members to shift from the traditional plan to the PPO plan. The parties intend this effort to save the basic premium dollar so that the additional coverage can be afforded;"

CONCILIATOR' S DECISION

INSURANCE

The Union position concurring in the Fact-Finder's decision is hereby approved and adopted:

DENTAL AND OPTICAL INSURANCE

The City agrees to continue to continue the program of providing single coverage for vision and dental insurance except that this benefit will be entirely funded and administered by the City.

Effective January 1, 1999, the City shall provide family coverage for vision and dental insurance. This benefit will be provided in the same manner as the City's single coverage vision and dental insurance (deductible coverage). This benefit will be entirely funded and administered by the City.

LIFE INSURANCE

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NEW SECTION:

UNION PARTICIPATION

The Union will use every power at its disposal to persuade their members to shift from the traditional health insurance plan to the City's PPO plan.

SHIFT ASSIGNMENT AND SENIORITY

Fact-Finder

The fact-finder recommended the following Shift Assignment Provision:

SHIFT ASSIGNMENT

The department shall be required to fill *up to one third (1/3) or thirteen (13) assignments (whichever is greater)* of each B-Turn and C-Turn by seniority and rank. These assignments shall be for fixed shifts with the remaining portions of the B-Turn and C-Turn continue to rotate. Such bids shall be solicited from all bargaining unit employees and shall be awarded within thirty (30) days of the execution of this Agreement. The parties shall mutually agree to the details of such bidding procedures. *Thereafter such bids shall take place only when a vacancy occurs.* All YMHA [Youngstown Metropolitan Housing Authority] assignments shall be bid in the same manner as set forth above. [Italicized portions differ from union language].

Union

The Union's final offer is to accept the recommendation of the Fact-Finder, however, the language presented by the union is differs as noted:

The department shall be required to fill all assignments of each B-Turn and C-Turn by seniority and rank. These assignments shall be for fixed and permanent shifts. [The following phrases are omitted in the union final offer: (1) *up to one third (1/3) or thirteen (13) assignments (whichever is greater)*; (2) *Thereafter such bids shall take place only when a vacancy occurs.*

The union argues:

Requiring shift bidding, to the limited extent recommended, is reasonable based on the evidence that was submitted at the fact-finding hearing *** detailing the negatives of rotating shifts and the various comparables pertaining to shift-bidding. *** After awarded, new bidding will only occur when a vacancy occurs. It is submitted that there is no basis to overturn or modify the Fact-Finder's findings. The Union seeks to have shift selection on *all* shifts by seniority.

City

At the start of the conciliation proceeding, the City's position modified its position from its position before the fact-finder, but still sought to maintain status quo. It stated that:

"the Factfinder's Report and Recommendation breaks up continuity of command, confuses team members of each shift as to who their co-workers will be on a bi-weekly basis; it further affects supervisory functions and assignment functions in that Sergeants, Lieutenants and Captains will not be able to adequately predict manpower levels on any given day. The Factfinder's Recommendation and Report on this item bifurcates each of the two (B) and (C) turns".

At the hearing on 9/10/98, the City modified its position further with its final offer offering that ten (10) persons using departmental seniority may bid on steady afternoons and/or steady midnight shifts (i.e. non-rotating). YMHA assignments will be by departmental seniority as vacancies arise.

The City's final settlement offer is:

SHIFT ASSIGNMENTS AND SENIORITY

The department will be required to fill ten (10) assignments of each B-Turn and C-turn by seniority. These assignments shall be for fixed shifts with the remaining portion of the B-turn and C-turn continuing to rotate. Such bids shall be solicited from all bargaining unit employees and shall be awarded within thirty (30) days of the execution of this agreement. The effective date of these assignments will be January 16, 1999. The parties shall mutually agree to the details of such bidding procedures. All YMHA assignments shall be bid by seniority in the same manner as above.

CONCILIATOR'S DECISION

SHIFT ASSIGNMENTS AND SENIORITY

The City's position is approved and adopted.

The Union position seeks seniority choice for *all* shift assignments. The fact-finder allowed this choice for 1/3 or 13 members of the bargaining unit. The evidence supports some increase in seniority beyond the status quo. The employer has made a fair final offer allowing ten (10) choices to achieve this goal.

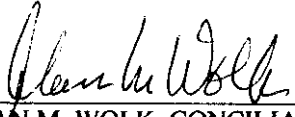
I recommend that the City's modified final offer allowing seniority for ten (10) bargaining unit members, as follows:

SHIFT ASSIGNMENTS AND SENIORITY

The department will be required to fill ten (10) assignments of each B-Turn and C-turn by seniority. These assignments shall be for fixed shifts with the remaining portion of the B-turn and C-turn continuing to rotate. Such bids shall be solicited from all bargaining unit employees and shall be awarded within thirty (30) days of the execution of this

agreement. The effective date of these assignments will be January 16, 1999. The parties shall mutually agree to the details of such bidding procedures. All YMHA assignments shall be bid by seniority in the same manner as above.

Made effective
in Youngstown, Ohio
this 11 day of November, 1998.


ALAN M. WOLK, CONCILIATOR
98-304