

STATE EMPLOYMENT
RELATIONS BOARD

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

FEB 2 10 03 AM '99

IN THE MATTER OF CONCILIATION BETWEEN

CITY OF MIAMISBURG, OHIO

m

AND

SERB #S 98-MED-04-0385✓
98-MED-04-0386

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

APPEARANCES:

For The City: John C. Lombard, Esq.
Coolidge, Wall, Womsley & Lombard
Dayton, Ohio

For the F.O.P.: Debbie McCormick
Field Representative
Blue Ash, Ohio
and
Kay Cremeans, Esq.
General Counsel
F.O.P., O.L.C., Inc.
Columbus, Ohio

REPORT AND AWARD OF THE CONCILIATOR

FRANK A. KEENAN
CONCILIATOR

This matter came on for hearing on January 19, 1999, at Miamisburg, Ohio. At the outset of the proceeding the parties were at impasse over the issues outlined hereinafter. The parties also were at impasse over Article X, Section 9 [new], FTO Pay; Article XIII, Sick Leave; Article XV - Uniform Allowance; Article XXII - Duration, and a Memorandum of Understanding concerning Pagers. Through the good faith efforts of the parties' respective bargaining teams, and with the assistance of the undersigned acting as Mediator, these issues were resolved.

In making the Awards which follow, the Conciliator has taken into account those factors referenced in Ohio Revised Code Section 4117.14 (G)(6) and (7) (a) through (f).

Issue #1: Article X - Wages

The City's final offer with respect to Article X - Wages is as follows:

"First year - 3.5%; Second year - 3.25%; Third year - 3.25%. Said increases to be applied to each step of the wage schedule after the application of the one time adjustment set forth hereafter. In addition the Public Service Officers are to be given a \$700.00 one time base wage increase along with a general wage increase set forth above. The Patrol Officers are to receive a one time base wage increase of \$200.00. The wage increases set forth above are to be effective July 1, 1998."

The F.O.P. amends its final offer on wages to match the City's final offer.

Award:

The parties' Contract at Article X - Wages, shall read as per the City's (and the F.O.P.'s) final offer, set forth above.

Issue #2: [New] Article X, Section 10 - Shift Preference

With respect to Article X, Section 10, both parties amend their final offer on shift Preference to that set forth in Exhibit "A".

Award:

The parties' Contract shall provide as per Exhibit "A", attached hereto.

Issue #3: Article XIV - Health Insurance

With respect to Article XIV, Section 14.01, Health Insurance, the Union amends its proposal and accepts the final offer of the City; and the City's final offer is as follows:

Section 14.01. Health Insurance. Effective February 1, 1999, the City shall provide the same health insurance options enjoyed by the managerial (unclassified) employees of the City. Employees will pay through payroll deductions 5% of the cost of the total premium. During the first two years of the Agreement, 30 days' notice must be given before a change to either the provider or the premium is made. During the third year of the Agreement, if the increase in premium (regardless of whether such is due to a new provider or from the same provider) exceeds 1.5 times the current premium, in real dollars, the City must negotiate for the increase. As an example, if the current 5% premium is \$10.00, and in the third year the premium grows to more than \$15.00, or 1.5 times the \$10.00, then the City must re-open on the issue of health care and negotiate for the change.

Award:

The parties' Contract at Article 14, Health Insurance, Section 14.01, shall read as per the City's final offer, set forth above.

Issue #4:

Article XVI Call-Back and Call-In Pay, Section 3. Court Appearances, and Section 5:

With respect to Article XVI, Section 3 & 5, the City will amend its final

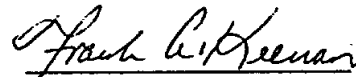
offer proposal concerning Article XVI, Section 3 and 5 as set forth in Exhibit "B"; and the Union's final offer concerning Article XVI, Section 3 and 5 is as set forth in Exhibit "B".

Award:

The parties' Contract at Article XVI, Sections 3 and 5, shall read as per the F.O.P.'s final offer, namely, as per Exhibit "B", attached hereto.

This concludes the Conciliator's Report and Award.

Dated: January 30, 1999



FRANK A. KEENAN
CONCILIATOR

EXHIBIT "A"

"Patrol Officers shall select their shift in seniority order once one evidence technician per patrol team has been selected by seniority.

Communications Officers shall select their shift in seniority order."

EXHIBIT "B"

Section 3. Court Appearances. When it is necessary for an employee of the bargaining unit to attend court as a part of his duties outside his regular hours, he shall notify the supervisor as soon as possible. The supervisor shall determine whether the employee is to remain on duty between the last proceeding or next shift and the time of the court appearance, in which case he shall be paid for only the additional hours at the applicable rate, or whether he shall go off duty and return for such court appearance, in which case the employee shall receive a minimum of three hours pay at the rate of one and one-half times the employee's regular rate of pay. Whenever an employee is required to appear during off-duty time before any official court or before the Prosecutor for pretrial conferences on matters pertaining to or arising from the employee's official duties, the employee shall receive a minimum of three(3) hours pay at the employee's overtime rate of pay. If an employee appears before a court or the Prosecutor for more than three(3) hours, or is required to make more than one appearance during any given off-duty day, such excess time or additional appearances shall be paid as overtime.

Section 5. In all guaranteed time under this Article, (except court appearances) actual time worked shall be at the applicable rate, and the remaining hours shall be at straight time.