

STATE EMPLOYMENT RELATIONS BOARD  
State of Ohio

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RELATIONS BOARD  
2003 JUN -4 A 10: 15

In The Matter of Fact-Finding Between  
Civilian Uniform Police Personnel Organization (CUPPO)  
And  
City of Euclid

SERB Case Number: 01-MED-09-0845

Appearances

For – Civilian Uniform Police Personnel Organization (CUPPO)

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## INTRODUCTION

This fact-finder was contacted by both parties under the auspices of the Ohio State Employment Relations Board to assist in contract procedures between the City and the Union for Civilian Uniform Police Personnel Organization (CUPPO). A mediation session was held on June 20, 2002 in which both parties exchanged proposals and a meaningful discussion ensued on all issues, but were not resolved. It was agreed at this time by both parties to wait until a fact-finders report was issued for negotiations with two other unions in the city. This fact-finder was requested to again meet with both parties on May 15, 2003 to continue mediation. At that session it was soon evident that an agreement would not be possible. The mediation session was closed.

The union was prepared to move to a fact-finding hearing but the city requested additional time to prepare their proposal. It was agreed by both parties and the fact-finder that the union would leave their fact-finding proposal with the fact-finder, and also a copy to the city on this date. The city would then forward their proposal to the fact-finder with a copy to the union, no later than Wednesday, May 21, 2003. This report was received by the fact-finder the afternoon of May 21, 2003.

## BACKGROUND

The union and city started negotiations on November 13, 2001 when CUPPO submitted proposals for a successor labor agreement. On December 5, 2001 an extension and retroactive agreement was agreed to by both parties. In ensuing sessions the city agreed to the union's original proposal on five (5) issues which were:

- Overtime in Records Room language will mirror the overtime language for dispatchers:
- Modification to Bereavement Leave to include "Grandparents of Spouse" as immediate family:
- Training Pay increase of one (1) hour per eight (8) hour shift to be adopted as policy:
- Incorporation of Continuous Service Payment for employees not eligible for Longevity as follows:
  - 5 years of service - \$200 per year
  - 10 years of service - \$250 per year
  - 15 years of service - \$300 per year
  - 20 years of service - \$350 per year
- \$200 bonus/allowance per employee. (U x 4)

The parties continued to negotiate and did agree to renew the existing provisions of the new contract which will be effective January 1, 2002 through December 31, 2005. The outstanding issues which the fact-finder will rule on are:

- Wages
- Healthcare
- Proficiency Pay Increase

In reporting the conclusion of this hearing, the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14 © (4) (e) and Rule 4117-9-05 (a) past collectively bargained agreement between the parties: (b) 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 considerations to factors peculiar to the area and classification involved: (c) 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 adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (e) stipulations of the parties; (f) 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.

#### Issue 1 – Wages

The union's proposal was a salary adjustment of:

- 2002 – 0% increase
- 2003 – 4.5% increase
- 2004 – 4.0% increase
- 2005 – 4.0% increase

The city's proposal was a salary adjustment of:

- 2002 – 0% increase
- 2003 – 2.5% increase
- 2004 – 3.5% increase
- 2005 – 4.0% increase

#### Fact-Finder Recommendation

This fact-finder in reviewing current data on salary adjustments, the city's financial data and salary adjustments for other city employees recommends the following wage adjustments in Exhibit A, Wage Schedule of :

- 2002 – 0% increase
- 2003 – 4.5% increase
- 2004 – 4.0% increase

2005 – 4.0% increase

## Issue II – Health Care

The union's proposal was changes in the present plan as follows:

2002 – no change to current coverage

2003 – no change to current deductible levels  
\$10 co-payment for doctor office visits  
(includes urgent/emergicare centers)

\$50 co-payment for emergency room visits  
(waived if directly admitted to hospital)  
co-payments for prescription drugs  
\$0 for generic  
\$12 for formulary list  
\$20 for name brand  
\$2 if no generic manufactured

2004/2005 – same deductible levels as 2002 and 2003  
same co-payment levels as 2003

Contribution – each employee to contribute \$15 per month  
For single coverage, \$30 per month for family coverage

The city's proposal was changes in the present plan as follows:

2002 – no change to current coverage

2003 – no change to current deductible

\$10 co-pay for office visits

\$50 co-pay for emergency room visits (waived if admitted)

Prescription drug co-pay: \$0 for generic, \$12 for formulary,  
\$20 for name-brand

2004/2005 – same deductible and co-pays as 2003

Contribution: \$15 per month, single \$30 per month, family

## Fact-Finder Recommendation

The fact-finder in hearing arguments and concerns from both parties recommends changes in healthcare as follows:

### Article 29 – Medical and Hospitalization Insurance

2002 – no changes in present contract

2003 – no changes in Sections 1, 2, 5, 6, and 7 of present contract.

### Section 3

- (1) Two Hundred Dollar (\$200.00) annual deductible for individual coverage and a Three Hundred Dollar (\$300.00) deductible for family coverage. The employee will pay a \$10 co-payment for doctor office visits (includes urgent/emergicare centers), a \$50 co-payment for emergency room visits (waived if directly admitted to hospital). The city will pay one hundred percent (100%) of prescription costs for generic drugs. The employee will pay Twelve Dollars (\$12.00) for each formulary list prescription, twenty (\$20.00) for name brand prescriptions.

### Section 4

The employee contribution of Fifteen Dollars per month (\$15.00) for individual coverage and Thirty Dollars per month (\$30.00) for family coverage.

2004 – same as 2003

2005 – same as 2004

### Issue III – Proficiency Pay

The union's proposal was a proficiency pay increase of :

2002 – 0%

2003 - .10 cent

2004 - .10 cent

2005 - .15 cent

The city's proposal was a proficiency pay increase of :

2002 – 0%

2003 – 0%

2004 – 0%

2005 – re-opener

### Fact-Finder Recommendation

The fact-finder on hearing arguments and concerns from both parties recommends changes in Article 32 License Proficiency Benefit as follows:

2002 – 2004 – no change in language

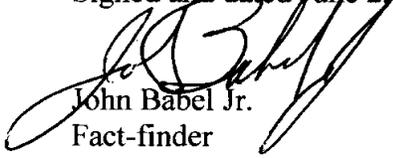
2002 – no change in hourly rate

2002 – increase all hourly rates .10 cents

2003 – increase all hourly rates .10 cents

2004 – increase all hourly rates .10 cents

Signed and dated June 2, 2003

A handwritten signature in black ink, appearing to read "John Babel Jr.", written over the typed name and title.

John Babel Jr.  
Fact-finder

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