

STATE EMPLOYMENT  
RELATIONS BOARD

2002 JUL -8 A 10: 11

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF  
FACT-FINDING BETWEEN: CITY OF EUCLID  
and  
FRATERNAL ORDER OF POLICE  
LODGE NO. 18 (POLICE OFFICERS)  
CASE NO: 01-MED-09-0857

REPORT AND RECOMMENDATION OF FACT-FINDER THOMAS R. SKULINA

HEARING

Mediation took place for a half day on February 25, 2002. Fact-finding hearings were conducted on May 22, 2002 and June 12, 2002. Final written submissions of proposed contract language were received on June 27, 2002. This report has been sent to the parties on July 3, 2002

The City was represented by Craig W. Brown, Esquire, Barry Y. Freeman, Esquire and its Law Director Patrick J. Murphy, Esquire

The Union's advocate was Robert M. Phillips, Esquire.

DISCUSSION

The City of Euclid has experienced some economic set backs. Some industry has left and there have been layoffs. The City has argued that because of the fringe benefits enjoyed by the police, their total income is in the middle pay scale of the suburbs. The City proposed a wage freeze for one year and two percent wage increases for 2003 and 2004.

A review of raises for officers in other cities shows a consistent increase in the three percent or four percent range. There were no reports of a wage freeze in any other city. There was evidence that the City anticipated layoffs of its own.

The City has considerable funds in reserve and shall save a substantial expense when it implements its lay offs.

There have been assertions that Euclid has in the past practiced parity for all its union employees. Whether this principle will survive in the face of lowered income is uncertain. "Parity" may be revisited. The City argued that any increase recommended for the police department would be given to all its employees. Whether the past September 11th attention to safety forces will have some change in parity concepts is still uncertain. I have assumed for this fact-finding that parity will probably be maintained.

When comparing wage increases among the various cities, it is true that the Euclid police enjoy other monetary benefits that are not universally available to police officers in other cities. Thus, the percentage granted may be higher in some other cities, yet the overall results may vary from the net income of the Euclid police.

The costs of medical care have increased markedly. Most employers that afford medical benefit packages get some kind of co-pay from the employees.

#### **RECOMMENDATION**

##### **Article 7 - Section 1 - WAGES**

Effective January 1, 2002 3% across the board wage increase inclusive of firearm proficiency allowance.

Effective January 1, 2003 3% across the board wage increase inclusive of firearm proficiency allowance.

Effective January 1, 2004 3 1/2% across the board wage increase inclusive of firearm proficiency allowance.

##### **Article 24 - Sections 3 through 7 - HEALTHCARE**

Effective January 1, 2003, and for the life of this Agreement, the existing deductible and co-payments will be replaced by the following deductible and co-pays.

(A) A Two Hundred Dollar (\$200.00) annual deductible for individual coverage and a Three Hundred Dollar (\$300.00) deductible for family coverage (including two-person coverage). Thereafter, the employer will pay One Hundred Percent (100%) of all claims for services, except that employees will pay a Ten Dollar (\$10.00) co-pay for each office, outpatient mental health, or drug abuse/alcohol visit and a Fifty Dollar (\$50.00) co-pay for each emergency room visit. The \$50.00 emergency room co-pay will be waived if the patient is admitted to the hospital. The employer will pay One Hundred Percent (100%) of prescription costs for generic drugs. The employee will pay Twenty Dollars (\$20.00) for each name brand prescription and Twelve Dollars (\$12.00) for each formulary (also preferred performance drug, as identified and determined by the prescription drug carrier), except that the employee will pay Two Dollars (\$2.00) for name brand or formulary prescriptions if generic drugs are not manufactured.

Effective January 1, 2003, employees will contribute Ten Dollars per month (\$10.00/month) for individual coverage and Twenty Dollars per month (\$20.00/month) for two-person coverage and Thirty Dollars per month (\$30.00/month) for family coverage.

Effective January 1, 2004, and continuing for the life of this Agreement, employees will contribute Twenty Dollars per month (\$20.00/month) for individual coverage, Forty Dollars per month (\$40.00/month) for two-person coverage and Sixty Dollars per month (\$60.00/month) for family coverage.

#### **Section 4 - EMPLOYEE CONTRIBUTION WAIVER PROVISION**

Deleted.

#### **Sections 5 through 7**

Renumbered as Sections 4 through 6.

Any reference herein to "last" agreement refers to the January 1, 1999 to December 31, 2001 Agreement.

#### **Article 9 - UNIFORM ALLOWANCE**

Section 2 shall remain the same except the allowance date and amounts shall be as follows:

On February 1, 2002:	\$850.00
On February 1, 2003:	\$850.00
On February 1, 2004:	\$850.00

In addition to the above amounts, the City will also provide, starting in the second calendar year after appointment, Eight Hundred Dollars (\$800.00) payable one-half (1/2) in June and one-half (1/2) in December of each year, which shall be paid directly to each member.

**Section 3 - DETECTIVE BUREAU**

The following change is recommended:

"Effective February 1, 2002, and continuing thereafter for the life of this Agreement, a One Hundred Twenty-Three and 67/100 Dollar (\$123.67) per month allowance shall be given.

The remaining language in the last Agreement shall remain as regards the additional payment of Seven Hundred Seventy-Five Dollars (\$775.00) split in June and December.

**Article 25 - Section 1 - RESIDENCY**

Retain the language in the last Agreement.

**Article 21 - Sections 1 through 4 - LONGEVITY PAY**

Retain the language in the last Agreement and add:

**Section 5**

Regardless of any other term contained in this Article, no member covered by this Agreement shall receive longevity pay in excess of Seven Thousand Five Hundred Dollars (\$7,500.00).

**Article 32 - Section 1 - SERVICE WEAPON**

After fifteen (15) years of service with the Euclid Police Department, employees upon retirement and not under any medically certified psychological disability, shall have the option to purchase their service weapon from the Police Department for One Dollar (\$1.00).

**Article 11 - Sections 1 through 4A to 4F - VACATIONS**

The language of the last Agreement should remain as is.

**Article 26 - Sections 1 through 3 -  
LABOR MANAGEMENT COMMITTEE**

The language of the last Agreement should remain as is.

In the course of the one day mediation and the two day fact-finding, considerable discussion and evidence addressed the issue of the ability of the City to economically sustain the acquiescence to the Union's monetary issues.

I have had the benefit of expert testimony addressed by the Union as well as expert testimony of the Budget Director of the City.

The monetary issues I recommend can be met by the City based on the evidence I heard. These issues are well within the range of comparable pay raises in a number of other cities. S.E.R.B. data was helpful in this regard.

The Union did discuss discipline language that is the same as in other city - union agreements.

The City did not mention this issue at any time either in its preliminary brief nor in the proposed contract language brief that was received by the fact-finder on June 21, 2002.

Because of the wide dispute over the limited ability of the City to extend monetary benefits, the issue got placed on the back burner.

No evidence was before the fact-finder on this issue. Therefore, I shall not make a recommendation on this issue. The parties have the bargaining process available to them to address this issue.

The parties have agreed to **Article 33 - Section 1 - Duration.** The dates shall begin at January 1, 2002 and shall continue through December 3, 2004.

**Section 2 - Completeness Of Agreement** has been agreed to by the parties.

  
\_\_\_\_\_  
THOMAS R. SKULINA  
Fact-Finder

DATE ISSUED: July 3, 2002