



## SUBMISSION

This matter concerns fact-finding proceedings between the City of Mentor (hereinafter referred to as the Employer or City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or OPBA). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceeding was held on September 12, 2002.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse with several issues being tentatively agreed upon by the parties. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of all full-time employees in the police department occupying the position of Police Officer. There are approximately sixty members in the bargaining unit.

This fact-finder in rendering the following findings of fact and recommendations on issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117014(G)(6)(7). The parties agreed that this fact-finder could issue his recommendations in summary fashion based upon the discussions which took place and the evidence presented at the September 12<sup>th</sup> fact-finding proceeding. Therefore, the following recommendations are submitted in accordance with that understanding.

## **1. WAGES**

The OPBA proposes that wages be increased by 4% in the first year and 3.5% in each of the last two years of the Agreement. The Union also requests that the first year wages be retroactive to April 8, 2002.

The City proposes wage increases of 3.25% in the first year, 3.50% in the second year, and 3.50% in the third year of the Agreement. The City proposes that all adjustment in wages become effective upon the date of execution of the Agreement.

ANALYSIS – This fact-finder upon review of the evidence and arguments presented by the parties recommends that wages be increased by 3.25% in the first year of the Agreement, 3.50% in the second year, and 3.75% in the third year. First year wages should be retroactive to April 8, 2002.

With the recommended wage increases herein, Mentor patrolmen will be able to retain their relatively high ranking with respect to wages in the area. The evidence shows that with the recommended 3.25% increase in the first year of the Agreement, the top wage for a Mentor patrolmen would become approximately \$54,267. Such a top wage would be one of the highest paid to patrolmen in comparable communities in the area.

In rendering his recommendation herein, this fact-finder has also taken into consideration the evidence which indicates that the City has legitimate financial concerns at the present time. Due to the economic downturn, income tax revenue for the City of Mentor has declined significantly by about \$904,000 or 4.79% through the first eight months of the current fiscal year. There was also evidence showing that healthcare costs

have risen dramatically for this Employer as it has done for others throughout the region. Considering the City's budgetary constraints resulting from the economic downturn, as well as the comparable wage evidence produced, this fact-finder has concluded that the recommended wage increases are fair and reasonable.

This fact-finder has further determined that first year wages should be made retroactive to April 8, 2002. There was no basis established for providing as the City suggests that any adjustments in wages be effective upon the execution of the Agreement. As the parties have done in the past, there should be retroactive first year wage increases.

#### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be general wage increases provided as follows:

**WAGES – Effective April 8, 2002 – 3.25% increase.**

**Effective April 8, 2003 – 3.50% increase.**

**Effective April 8, 2004 – 3.75% increase.**

## **2. RATE OF PAY**

The Employer proposes a new section under the rate of pay provision whereby only employees who are actively employed by the City at the time of the execution of the Agreement would be entitled to receive the wage increases recommended herein.

Subsequently at the fact-finding hearing, the City withdrew this proposal.

New Section 9.11 – Proposal withdrawn by City.

### **3. LONGEVITY**

The Union proposes to convert the current Longevity Provision from a fixed dollar amount to a percentage based longevity payment. The City opposes any such change but has proposed increases in the current longevity schedule.

ANALYSIS – This fact-finder has determined that there should be some modification to the current Longevity Pay Provision. Specifically, this fact-finder would recommend the final longevity pay proposal which was submitted by the Union following discussions during the fact-finding proceeding which took place on September 12, 2002.

It was shown that the parties' longevity benefit has not been increased for a considerable period of time. As a result, it has fallen behind longevity payments which are currently being made to patrolmen in neighboring jurisdictions. The recommended Longevity Pay Provision will serve to remedy to a considerable extent the disparity which currently exists.

This fact-finder would also recommend that the Longevity Pay Provision be modified retroactive to June 1, 2002. The Union was able to show that making the modified longevity schedule retroactive would have minimal cost impact upon the City. However, the City raised a legitimate argument that there would be administrative difficulties in calculating retroactive longevity pay for the bargaining unit. Currently, longevity payments are provided in two installments on the first pay date in December and another on the first pay date in June. Considering that the employees have received their June longevity payment for the current year, this fact-finder finds that it would be

reasonable to provide that the new longevity pay schedule be made retroactive only to June of the current year. As a result, the City will not have to recalculate the previous longevity payment made to the unit. At the same time, it will provide patrol officers with the additional longevity payment under the new schedule in their second installment in December 2002.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Longevity Compensation Provision be modified as more fully set forth in Attachment A.

ATTACHMENT A

Longevity Proposals by Year

<u>Years of Service</u>	<u>City's Proposal</u>	<u>Union's Proposal</u>	- Recommended Effective June 2002
5	500	350	
6	500	450	
7	500	550	
8	500	700	
9	1000	850	
10	1000	950	
11	1000	1050	
12	1000	1150	
13	1300	1250	
14	1300	1300	
15	1300	1400	
16	1300	1500	
17	1800	1600	
18	1800	1700	
19	1800	1800	
Total	\$16,600	\$16,600	

#### **4. HOLIDAYS**

The OPBA proposes to add Martin Luther King, Jr. Day as a new holiday. In addition, the Union proposes to provide that time and one-half be paid for all hours actually worked for all of the holidays set forth in the Agreement.

The City opposes any new holiday and notes that in recent years Martin Luther King, Jr. Day has been designated as one of the floating holidays. The current practice allows for two floating holidays to be designated by the City Manager. The Employer also opposes any change in the current provision which allows for time and one-half to be paid for all hours actually worked on Thanksgiving Day, Christmas Day, Memorial Day, and the Fourth of July.

ANALYSIS -- This fact-finder recommends that Martin Luther King, Jr. Day be added as a designated holiday. In addition, this fact-finder finds that it would be appropriate to expand the payment of time and one-half for holiday work to one additional holiday, namely Labor Day.

The evidence shows that Martin Luther King, Jr. Day is commonly designated as a paid holiday in most of the other police contracts in the area. As a result, it would be reasonable to provide that Martin Luther King, Jr. Day become a fixed holiday in the City of Mentor.

Comparable evidence also shows that Mentor is deficient in providing premium pay for hours actually worked on various designated holidays. As a result, it would be

fair and reasonable to add one additional holiday, Labor Day, to those listed where employees would be paid time and one-half for all hours actually worked on that day.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Holiday Provision be modified as follows:

#### **HOLIDAYS**

**Martin Luther King, Jr. Day shall become a fixed holiday.**

**In addition to those holidays currently referenced, time and one-half shall be paid for all hours actually worked on Labor Day.**

## **5. INSURANCE**

The City proposes a modification to the current employee contribution towards health insurance costs. Under the Employer's proposal, the employee would pay 5% of the monthly healthcare premium cost up to a cap of \$25 for family coverage, and \$15 for single coverage in 2002. For 2003, the City proposes a cap of \$40 for family and \$25 for single coverage, with the cap being increased in 2004 to \$60 for family and \$35 for single coverage. The City also proposes to increase the deductible for prescription drug plan to \$10 for generic drugs and to \$20 for brand name drugs. There would also be an increase in dental and orthodontia coverage from the current \$750 to \$1,000 annually for each coverage.

The OPBA proposes that the current contribution be frozen for the term of the parties' new Agreement. Currently, employees pay \$15 per month for single coverage and \$25 per month for family coverage. The OPBA opposes any change in the prescription drug plan deductibles which are currently at \$5 for generic drugs and \$10 for name brand drugs. The Union does accept the change proposed by the City to increase the dental and orthodontia coverage to \$1,000 for each member of the family.

**ANALYSIS** – This fact-finder would recommend that effective for the year 2002, employees contribute 5% of the monthly healthcare premium cost to a cap of \$25 for family coverage and \$15 for single coverage. Effective in the last two years of the Agreement, the employee contribution caps should be increased to \$40/\$25, and to \$50/\$30, respectfully. Also as agreed by the parties, there should be an increase in dental

and orthodontia coverage to \$1,000 for each member of the family. There should also be an increase in the deductible for the prescription drug plan as proposed by the City to \$10 for generic drugs and to \$20 for brand name drugs.

It was clearly established that healthcare costs have risen dramatically for the City as it has done for other public sector employers throughout the state. The recommended changes for employee insurance would to a certain extent allow the City to control healthcare costs. Employee contributions towards monthly healthcare premium costs are becoming more common in the public sector. The recommended changes would provide for minimal increases in employee contributions for the bargaining unit. In all respects, the recommended modification to the Insurance Provision is reasonable and should be adopted by the parties.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the current Employee Group Insurance Provision be modified as more fully set forth in Attachment B.

ATTACHMENT B

25.01 Employees are eligible to subscribe to group health insurance plans upon appointment as follows:

- a. Hospitalization and medical benefits provided by the City of Mentor health care plan as it presently exists except that all benefits paid under Option 3 of the existing plan shall be at the rate of seventy (70%) percent with the employee paying thirty (30%) percent for all charges after the deductible. The deductible shall be increased from \$100/\$200 to \$200/\$400. The maximum out-of-pocket expenses shall not exceed two thousand (\$2,000.00) dollars per individual or four thousand (\$4,000.00) dollars for a family.
- b. The City shall provide a prescription drug plan that has a deductible of ten (\$10.00) dollars for generic brand drugs and twenty (\$20.00) dollars for name brand drugs effective January 2003.
- c. The City shall provide dental coverage with the schedule of benefits, conditions, and limitations in accordance with the terms of the group plan purchased (or plan adopted, if self funded.)  
Schedule of Benefits:  
Dental and Orthodontia: \$1000 each, effective January 2003.
- d. Accidental death or dismemberment insurance coverage in the amount of twelve thousand (\$12,000.00) dollars, with eligibility and the coverage amount for employees age sixty-five (65) and older to be in accordance with the terms of the group policy.

25.02 The City reserves the right to change insurance carriers or self-insurance at its discretion, providing such benefits are comparable to those being presently provided.

25.03 The City reserves the right to institute an employee contribution (co-pay) to monthly health insurance premium costs. For the year 2002 the Employee shall pay twenty-five (\$25.00) dollars for a family plan and the fifteen (\$15) dollars for a single plan. Effective January of 2003, the employee will pay five (5%) percent or up to the following cap, whichever is less: 2003 – Forty (\$40.00) dollars for a family plan and twenty-five (\$25.00) dollars for a single plan: 2004 – Fifty (\$50.00) dollars for a family plan, and Thirty (\$30.00) dollars for a single plan.

## **5. SICK LEAVE**

The OPBA proposes to increase the maximum number of days paid out upon retirement to ninety-six days. The City proposes to increase the maximum pay out to eighty-five days. Currently, an employee is eligible to receive one-third of the value of his unused sick leave credit not to exceed seventy days. In addition, the City proposes to include excessive use of sick leave as a sufficient cause for disciplinary action. The Union opposes any such provision.

**ANALYSIS** – This fact-finder has determined that it would be reasonable to increase the maximum number of days paid out upon retirement to eighty-five days. This would be reasonable in that it represents about a 20% increase in the number of days paid out upon retirement.

This fact-finder would not recommend the City's proposal to modify the Sick Leave Provision to include excessive use of sick leave as a reason to justify disciplinary action. There was insufficient basis established by the City for such a provision. It should be noted that the current Sick Leave Provision permits the City to discipline employees for sick leave abuse.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Sick Leave Provision be modified as follows:

#### **SICK LEAVE**

**Increase the maximum number of days paid out upon retirement pursuant to Section 18.09 to eighty-five (85) days paid out.**

## **6. RECOGNITION AND UNIT DESCRIPTION**

The City initially proposed adding a new Section 2.03 but at the fact-finding hearing withdrew its proposal.

New Section 2.03 – Withdrawn by City.

## **7. GRIEVANCE PROCEDURE**

The Union proposes to delete the provision which indicates that a grievance is to be filed no later than fifteen calendar days from the date of the occurrence or alleged violation. The City is opposed to any such change in language.

ANALYSIS – This fact-finder has determined that there was insufficient basis established by the Union for deleting the language in question. As a result, it would be recommended that the current language be retained.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that with respect to the Grievance Procedure current language be retained.

**GRIEVANCE PROCEDURE** – Current language, no change.

## **8. ARBITRATION PROCEDURE**

The Union proposes to delete the current permanent panel and to replace it with the use of either an American Arbitration Association list or one provided by the Federal Mediation and Conciliation Service. The City is proposing that the permanent panel be continued with nine names.

ANALYSIS – This fact-finder finds that it would be reasonable to modify the current Permanent Panel Provision to include nine names. Currently, the panel consists of seven permanent arbitrators. Under the recommended change, the City and Union each would select four arbitrators for placement on the panel with the remaining ninth arbitrator being selected by coin toss after the City and Union each proffer one additional name. In addition, it would be reasonable to adopt the City’s proposal that no arbitrator is to be utilized two consecutive times unless by mutual agreement of the parties or if selected through the alternate strike method. It should be noted that this fact-finder has determined that there was insufficient basis established by the Union for discontinuing the use of a permanent panel of arbitrators.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Arbitration Procedure Provision be modified as follows:

## **ARBITRATION PROCEDURE**

**Permanent panel – Nine names. City and Union each select four names for placement on the panel; the remaining ninth arbitrator will be selected by coin toss after the City and Union each proffer one additional name.**

**No arbitrator may be utilized two times consecutively unless by mutual agreement of the parties or if selected through the alternate strike method.**

## **9. HOURS OF WORK AND OVERTIME**

The Union proposes to delete language found under Section 13.10(c) which relates to an employee being removed from his shift if certain standards are not met. The City opposes any such change.

**ANALYSIS** – This fact-finder has determined that there was insufficient basis established by the Union to delete the language in question. As a result it is recommended that the current provision be retained without any change.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the with respect to the Hours of Work and Overtime Provision that there be no change.

**HOURS OF WORK AND OVERTIME** – Current language, no change.

## **10. EDUCATION INCENTIVE PAYMENTS AND TUITION REIMBURSEMENT**

The Union proposes additional language whereby the City would be precluded from denying the benefit to any employee who may have a duplicate reimbursement or contribution such as a G.I. Bill benefit or Educational IRA. The City is opposed to the new language suggested by the Union.

ANALYSIS – This fact-finder has determined that there was insufficient basis established by the Union for its proposal under the Education Incentive Payments and Tuition Reimbursement Provision. As a result, it is recommended that the current provision remain the same without any change.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the Education Incentive Payments and Tuition Reimbursement Provision.

**EDUCATION INCENTIVE PAYMENTS AND TUITION REIMBURSEMENT** – Current language, no change.

## **11. PROMOTIONAL PROCEDURE**

The City proposes to insert language “of the next higher rank” to apply to employees from the bargaining unit who sit on the Promotional Board. The Union proposes that employees be of the same rank as the employee who is seeking to be promoted.

**ANALYSIS** – There was insufficient basis established by either party for the proposals which they submitted regarding the Promotional Procedure Provision. As a result, the current language found under the Promotional Procedure Provision should be retained.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Promotional Procedure Provision be retained without any change.

**PROMOTIONAL PROCEDURE** – Current language, no change.

## **CONCLUSION**

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder would recommend that all tentative agreements previously reached by the parties be incorporated into their final Agreement.

**OCTOBER 8, 2002**

  
**JAMES M. MANCINI, FACT-FINDER**