

STATE EMPLOYMENT
RELATIONS BOARD

2003 JUL 16 A 10: 14

STATE EMPLOYMENT
RELATIONS BOARD

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IN THE MATTER OF FACT)
FINDING BETWEEN TEAMSTERS)
LOCAL UNION 92 (PATROLMAN))
and)
THE CITY OF ALLIANCE)
)

CASE NO. 02-MED-10-1709 JUL 16 A 10: 14

OPENING STATEMENT

There was a discussion as to the possible use of mediation, and the parties agreed to go forward with Fact Finding based on the written documents and oral arguments of the parties. The Fact Finding hearing was held on May 15, 2003 in the City of Alliance in their City Hall. The person representing the Union was Susan D. Jansen and the party representing the city was Nicholas Codrea, Jr.

Elmer G. Cowan, Esq. was appointed as a Fact Finder and a number of issues were presented to be resolved under the current employment contract. They were as follows:

1. Article 15 Overtime, Section 1 Prescription Prior Approval
2. Article 15 Overtime, Section 3 Call In Overtime
3. Article 36 Shift Bid and Training, Section 4 Detective Bureau
(withdrawn to discuss later)
4. Article 14 Wage and Longevity, Section 1 Annual Salary
5. Article 14 Wage and Longevity, Section 3, New Weapons Qualification Pay
6. Article 16 Paid Legal Holidays, Section 6 Paid Legal Holidays
7. Article 18 Uniform Allowance
8. Article 18 Uniform Allowance, Section 3 Replacement of Bulletproof Vests
and Section 4 New Winter Safety Gear
9. Article 21 Health Insurance Benefits
10. Article 21 Health Insurance Benefits, Section 4 Dental Insurance
11. Article 21 Health Insurance Benefits, Section 4 New Major Medical
Hospitalization Prescriptions

Those appearing at the bargaining table on behalf of the City of Alliance were Nicholas Codrea, Jr., Attorney and Employer Representative, John Blaser - Safety Service Director, Lawrence Dordea - Chief of Police and Andrea Dordea - former Auditor for the City of Alliance. On behalf of the Union was Susan D. Jansen - Attorney, Greg Van Dress - Local 92 Teamsters, David L. McElhaney - Teamsters Stewart. Both Van Dress and McElhaney are patrolmen on the Alliance Police force.

ITEM 1 - Article 15 Overtime, Section 1 Prescription Prior Approval.

The Teamsters Local Union 92 presented a proposal which is attached to this opinion and signed by both parties agreeing to the amendment as follows:

Paragraphs 1, 2 and 3 remain the same in the proposal. Paragraph 4 was changed to read as follows: "in the event of an opening due to manpower shortage both scheduled and non-scheduled, openings shall be filled with regard to department seniority."

"This section does not apply to emergencies or positions where a specific need or circumstance is known or a specific case knowledge is required. The employer will not apply this language in an arbitrary or capricious manner." This insert on the proposal for overtime section Article 15 was approved by both sides, signed and attached hereto.

ITEM 2 - Article 15 Overtime, Section 3 Call In Overtime

Again, the Teamsters Union made a proposal to amend this section and after discussion there was an agreement signed by both parties which was as follows:

ARTICLE 15 - OVERTIME

SECTION 3 - CALL-IN OVERTIME

Overtime will be paid whenever a bargaining unit member is called in for duty while off duty, on his day off, on his vacation, or on compensatory time off. When a bargaining unit member is called into work off duty, he should be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in Court or training sessions.

bargaining unit members

When a bargaining unit member calls off, and the minimum number of officers required to work the shift are not present due to the call off, the department will ~~notify all patrol officers~~ announcing the need for a voluntary replacement for that shift. When the shift is filled ~~voluntarily~~, the department will send a second ~~notification~~ announcing the vacancy has been filled, and will place the badge number of the officer who intends to fill the vacancy with the notification. ~~The vacancy will be filled by seniority, regardless of which officer called first to fill the vacancy. This section applies to the filling of extra duty assignments that are sent out for immediate filling when there is not time to properly post the opening or extra duty assignment. The City will make~~

*page
page*

*Make every reasonable effort
+0
fill by seniority and will*

~~The City will make every reasonable effort to fill the vacancy by seniority.~~

For the Union:

For the Employer:

5115103@FF

Gregory Van Dam

*W. Codrea
J. B. B. Ken*

*After Union make the call
Combesome*

ARTICLE 15 - OVERTIME

SECTION 3 - CALL-IN OVERTIME

Overtime will be paid whenever a bargaining unit member is called in for duty while off duty, on his day off, on his vacation, or on compensatory time off. When a bargaining unit member is called into work off duty, he should be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in Court or training sessions.

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When a bargaining unit member calls off, and the minimum number of officers required to work the shift are not present due to the call off, the department will ~~notify all patrol officers~~ announcing the need for a voluntary replacement for that shift. When the shift is filled voluntarily, the department will send a second ~~notification~~ announcing the vacancy has been filled, and will place the badge number of the officer who intends to fill the vacancy with the notification. ~~The vacancy will be filled by seniority, regardless of which officer called first to fill the vacancy. This section applies to the filling of extra duty assignments that are sent out for immediate filling when there is not time to properly post the opening of extra duty assignment. The City will make~~

Make every reasonable effort to

The City will make every reasonable effort to fill the vacancy by seniority.

For the Union:

For the Employer:

Approved

Approved.

*After Union make the call
C. M. Benson*

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Page*

ARTICLE 15 - OVERTIME

SECTION 1 - PRESCRIPTION/PRIOR APPROVAL

Overtime shall be offered to full-time employees prior to part-time employees. This provision applies only to scheduled overtime. These provisions shall not apply to the staffing of a part-time employee at the north public entrance or in the dispatch center.

Scheduled overtime occurs when the City has a least forty-eight (48) hours notice to meet normal manning needs, special events and special assignment requirements.

All non-scheduled overtime will be offered to full-time officers.

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a command officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Safety-Service Director in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Safety-Service Director. Complete records of overtime of employees shall be maintained by the Department.

emergencies or to

~~In the event of an opening due to manpower shortages, both scheduled and non-scheduled, openings shall be filled with regard to departmental seniority. This section does not apply to a position where a specific need for a bargaining unit member with specialized training, or specific case knowledge is required. The~~

~~Employer will not apply the specific need language in an~~
In the event that a bargaining unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the officer shall be paid overtime.

For the Union:

See insert

For the Employed

arbitrary or capricious manner.

Gregory A. Owen

W. God
Ph B B
5115103



In the Event of an opening due to manpower shortages both scheduled and non-scheduled, openings shall be filled with regard to Dept. Seniority. This section does not apply to emergencies or positions where a specific need or circumstance is known or specific case knowledge is required. The Employer will not apply this language in an arbitrary or capricious manner.

[Handwritten signature]

Insert

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Paragraph 1 would remain the same in the contract. Paragraph 2 would read as follows: "When the bargaining unit member calls off and the minimum number of officers required to work the shift are not present due to the call off, the Department *will page all* bargaining unit members announcing the need for a voluntary replacement for that shift. When the shift is filled, the Department will make every reasonable effort to send a second page announcing the vacancy has been filled, and will place the badge number of the officer who intends to fill the vacancy with the notification. The City will make reasonable effort to fill the vacancy by seniority. Said signed proposal is attached hereto.

Item 3 - Article 36 Shift Bid and Training, Section 4 Detective Bureau

This item includes Sections 1, 2, 3 and 4. This proposal by the Union by agreement of the parties was taken off the table and withdrawn.

Item 4 - Article 14 Wages and Longevity, Section 1 Annual Salary

It is proposed by the Union that as provided in the contract there be an increase of 3% in 2003, 3% in 2004, and 3% in 2005. Opposed to this is the City's proposal that the status quo remain the same or as with the general employee's and that there be no increase for 2003, a 3% increase in 2004, and a 3% increase in 2005. After reviewing all of the documents furnished, the Fact Finder agrees with the City that there should be zero increase in 2003, a 3% increase in 2004, a 3% increase in 2005. As to longevity, it appears that both the Union and the City have tentatively agreed on longevity. City-

wide all employees have been offered a similar longevity scale and this would be applied to the patrolmen of the Police Department.

Item 5 - Article 14 Wages and Longevity, Section 3, New Weapons Qualification Pay

The Union has proposed that a weapons qualification pay in the amount of \$500.00 be paid to patrolmen for qualifying with firearms. Said compensation would be paid annually in December. The City diametrically opposes this and the Fact Finder finds that the City's position is well taken and that there should no be additional pay for weapons qualification.

Item 6 - Article 16 Paid Legal Holidays, Section 6 Paid Legal Holidays

As proposed by the Union sets forth hourly rate times two. Eight hours equals holiday order off pay. This is in keeping with the findings of a prior arbitrator plus Court ruling and therefore although it is argued against by the City, it is the Fact Finder's opinion that this should be included in Article 16 as a new item, Section 6.

Item 7 - Article 18 Uniform Allowance

It is proposed by the Union that the uniform allowance be increased by \$200.00 annually to \$1,200.00 rather than \$1,000.00 as provided for in the contract and the same be paid in two installments of \$600.00 each in June and December. The City opposes this item. However, it is the finding of the Fact Finder that this would be a reasonable

increase due to economics and so approves the proposed amendment by the Union.

Item 8 - Article 18 Uniform Allowance, Section 3 Replacement of Bulletproof Vests and Section 4 New Winter Safety Gear

It is reported that the parties have agreed to amend Article 18, Section 3 Replacement of Bullet Proof Vests as follows:

“All vests shall be replaced during the life of this agreement on an as needed basis due to deterioration, lack of cleanliness, update to design, expiration of warranty or at the discretion of the Police Chief. The City will contribute \$400.00 toward each replacement vest. Each employee may choose a type of vest provided the vest meets the approval of the Police Chief and the vendor is approved by the City. The employee shall be responsible for any additional costs above the City’s contribution.”

In regard to Section 4 Winter Safety Gear (New), this proposal was made by the Union as follows:

The City would provide the following items:

1. Leather police coats
2. Winter police hats
3. One pair of insulated leather gloves
4. One pair of uninsulated leather gloves
5. One pair of winter duty boots

The counter proposal by the City is that they would reject the Union proposal. However, they would agree to the following counter proposal within the total economic package. The employer would agree to reimburse each patrol officer up to a maximum total of \$600.00 during the term of the agreement for the purchase of the above items 1 through 5 with the proviso that any and all items purchased conform to the Alliance Police Department Uniform Policy.

The Fact Finder finds that this is a reasonable counter proposal and would recommend that this be accepted.

Item 9 - Article 21 Health Insurance Benefits

The City proposes that the present Sections 1, 2 and 3 in the contract remain the same. The Union has proposed an amendment to Section 3 Health Club Benefits that the City pay 100% of the cost of the Health Club Membership not to exceed 50% of the cost of the Alliance YMCA Single Adult Membership and Nautilus and other specific benefits such as private locker room fees and so forth. The City has suggested that the beginning unit member shall receive the cost of a health club membership not to exceed the Alliance YMCA Single Adult Membership and Nautilus fees provided the member uses the membership at least 52 times per year. If the bargaining unit member does not meet the minimum requirements, the member shall lose this benefit for the remainder of this agreement.

In reviewing both proposals, the Fact Finder finds that the reasonable proposal is that made by the City and would not follow the proposal made by the Union.

Item 10 - Article 21 Health Insurance Benefits, Section 4 Dental Insurance

The City has made a swooping proposal to amend in part Sections 1, 2, 3 and 4 to the contract which are as follows:

“The terms contained are equal to those accepted by other city bargaining units, including the City of Alliance FOP/OLC Police Department Supervisors’ Unit and AFSCME Street and Water Units.”

The material furnished by both parties is not sufficient to make an intelligent finding and therefore the sections covering Health Insurance should remain the same as stated in the contract except as noted above.

Health Care Plan

(a) The City shall maintain a health insurance package as close to the current insurance package as practical for bargaining unit members and their families until April 30, 2003. The City retains the right to change the carrier or network but not to reduce the benefit levels during the term of this Agreement. Effective May 1, 2003 the plan changes as specified in Section 4 below shall apply. [See Item 11.]

(b) The City shall maintain, and pay the full premium for, a dental insurance program as close to the current City of Alliance Dental Plan as practical for the bargaining unit members and their families during the term of this Agreement.

Other Insurance

The employer would propose no changes to this item.

In reviewing this proposal, there was not a counter proposal made by the Union. Therefore, it is recommended that this appears to be a reasonable proposal in keeping with the rest of the employees of the City and the Fact Finder would recommend that this be incorporated into the contract.

Item 11 -Article 21 Health Insurance Benefits, Section 4 New Major Medical Hospitalization Prescriptions

The employer will provide a comprehensive Major Medical/Prescription plan that includes the following changed coverages. Said changes shall become effective May 1, 2003. The employer will continue coverages at these benefit levels for the duration of the current agreement. The coverage(s) shall have dual deductibles, network and non-network.

The Fact Finder finds this to be reasonable.

Respectfully submitted,



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