

IN THE MATTER OF THE FACTFINDING

STATE EMPLOYMENT
RELATIONS BOARD

2003 MAR 31 A 10: 50

BETWEEN

THE CITY OF CANFIELD, OHIO

AND

OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

Unit A: Full-time Patrol Officers and Juvenile Officer

Unit B: Full-time Dispatchers

Unit C: Full-time Sergeants

SERB NO. 02-MED-10-1111✓

SERB NO. 02-MED-10-1112

SERB NO. 02-MED-10-1113

CHRISTOPHER E. MILES, ESQUIRE

Fact Finder

Charles H. Tiece, City Manager
Representing the City

Jeff Perry, Business Agent
Representing the Association

BACKGROUND

This case involves the fact finding proceedings between the City of Canfield, Ohio (hereinafter referred to as the "City") and the Ohio Patrolman's Benevolent Association [representing the Dispatchers, Patrol Officers and Juvenile Officer, and Sergeants] (hereinafter referred to as the "Association"). The undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB).

The fact finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law and the rules and regulations of SERB, as amended. The City and the Association have engaged in the collective bargaining process for a period of time prior to the appointment of a Fact Finder and additional negotiations were conducted by the parties subsequent to the appointment of the Fact Finder. During their negotiations, the parties were able to resolve several provisions for the new collective bargaining agreement. In addition, prior to the fact finding proceedings, the Fact Finder offered to attempt mediation of any of the unresolved issues and the parties agreed. On March 18, 2003, the parties, along with the Fact Finder, engaged in mediation at the City Hall in Canfield. During mediation, the parties were able to resolve or withdraw some of the outstanding issues. After mediation, the following issues remained unresolved:

- Article 29 - Family Leave
- Article 32 - Compensation
- Article 36 - Insurance
- Articles 31, 47, 49, and 50 - Assignments vs. positions

The items which were resolved by the parties during negotiations and mediation prior to the fact finding hearing are hereby incorporated in this fact finding report.

After mediation on March 18, 2003, the parties presented their positions concerning the unresolved issues set forth above. The City was represented by Charles H. Tieche, City Manager, and the Association was represented by Jeff Perry, Business Agent.

FINDINGS AND RECOMMENDATIONS

After consideration and a thorough review of the information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendations for the issues which remained at impasse:

ISSUE 1: **ARTICLE 29 - FAMILY LEAVE**

The language of Section 29, Section 5 currently reads:

During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. Then the Employee shall take the balance of family leave as unpaid leave.

The City initially proposed to change "shall" to "may" and subsequently withdrew the proposal. The Association accepts the proposed change as follows:

During family leave, the eligible Employee may first use all accumulated vacation, compensatory time and sick leave. Then the Employee shall take the balance of family leave as unpaid leave.

RECOMMENDATION

Based upon the record developed in this case, a change in the language for Article 29, Section 5 is recommended, as modified below:

During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of his or her vacation, compensatory time and sick leave, not exceeding a total of five (5) days. Then the Employee shall take the balance of family leave as unpaid leave.

This recommended change in the language of Article 29, Section 5 will retain with the City the discretion whether or not to grant the request to reserve some paid leave and will provide the Employee with an opportunity to request to save some of their paid leave time when they return to work.

ISSUE 2: **ARTICLE 32 - COMPENSATION**

The City has proposed to increase the compensation for all employees covered by the Agreement by 3.5% for 2003, 2004, and 2005. The Association has requested a 4% across the board wage increase for the bargaining unit members for each of the three years.

RECOMMENDATION

The Fact Finder recommends that an across the board wage increase of four percent (4%) for the bargaining unit members be included in the new Agreement for each year. According to information supplied to the arbitrator, the State average increase for police has been around four percent for the last three years as reported by SERB and in Mahoning

County, nearly all of the safety force settlements have been for four percent or more. The record reveals that the City of Canfield has a high standard of excellence within its Police Department and there is no issue concerning the ability to pay.

ISSUE 3: **ARTICLE 36 - INSURANCE**

The Agreement with regard to insurance currently reads:

Section 1. The Employer will continue to provide and pay the full premium on behalf of each Employee for comparable hospitalization, prescription, and medical service coverage for the Employee and family.

Section 2. The Employer will provide each Employee with vision and dental insurance coverage at least equivalent to that which was provided under the previous contract.

Section 3. The Employer will provide and pay the full premium for all Employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollard (\$35,000).

Section 4. The Employer shall provide professional liability coverage for all employees of the bargaining units whose jobs may require such coverage as determined by the City Manager.

The City has suggested that the language for Article 36 be altered in that it proposes to pay 96% of the premium for hospitalization, prescription and medical service coverage for the Employees and their families. As indicated by the current language in the Agreement, the City currently pays 100% of the premium. The Association on the other hand is adamantly opposed to having employees pay a portion of the cost of their monthly insurance premiums.

RECOMMENDATION

Based upon the information submitted for review, including the City's proposal in this regard and the current insurance premiums being paid, a 4% co-payment by the Employees would result in the following co-pays for the respective Employees:

- \$ 6.00 per pay - single
- \$ 9.50 per pay - employee/child
- \$12.75 per pay - employee/spouse
- \$18.00 per pay - family.

It is recommended by the Fact Finder that these amounts of co-pay be included in the new Agreement based upon the current premiums and shall continue in the same amounts for all three years of the new Agreement. As a result, Section 1 of Article 36 shall read, as follows:

The Employer will continue to provide and pay the premiums on behalf of each Employee for comparable hospitalization, prescription, and medical service coverage for the Employee and family. The Employees shall contribute the following amounts toward payment of the premiums, as follows: \$6.00 per pay - single; \$9.50 per pay - employee/child; \$12.75 per pay - employee/spouse; \$18.00 per pay - family.

It is recommended that the amounts set forth above as contribution or co-pays from the Employees shall continue in effect for the three years of this Agreement. At the hearing of this matter the City was concerned about its ability to contain increasing and unknown costs such as insurance. The increase of healthcare insurance premiums is a nationwide concern. Therefore, based upon the information and documentation submitted for consideration it is recommended that the above language be added to the Agreement.

ISSUE 4: **ARTICLE 31, 47, 49, AND 50**

The Association has sought to change certain assignments to positions. Specifically those assignments involve the Canine Handler (K-9) assignment identified in Article 47; the Community Oriented Policing Coordinator assignment in Article 49; and the Detective assignment in Article 50. The Association maintains that there is no logical reason to treat these assignments any different than other classifications. It suggests that if the language is not granted, an employee in any of these classifications could be removed from the classification without just cause.

The City points out that in the 2000-2002 Agreement extra pay was bargained for a few assignments that entailed extra duties. In addition, in October 2002, the parties entered into mid-term bargaining regarding the establishment of a School Resources Officer Program and it was agreed that this would be a position in the Agreement. According to the City, the duties of the School Resources Officer entail significant effort and responsibilities well beyond most other assignments.

RECOMMENDATION

After review and consideration of the record in this regard and consideration of the parties' positions, it is recommended that the Detective assignment identified in Article 50 be identified as a position in the new Agreement. The Association's proposal to make the Canine Handler (K-9) assignment and the Community Oriented Policing Coordinator assignment a position is not recommended. It was noted during the proceeding in this case that Patrol

Officers are assigned some extra tasks and the designation of a "position" was reserved for those employees whose duties require the highest level of responsibility and specialization. As a result, these positions are afforded procedural protection beyond mere assignments. Based upon this understanding, as noted above, the Fact Finder recommends that the Detective assignment be made a position and that Article 50 be changed for the new Agreement, as follows:

Section 1: Upon the retirement of the current Sergeant assigned to Detective, the Employer may establish a position for Detective.

Section 2: The position of Detective shall be maintained within the Bargaining Unit A.

Section 3: The position of Detective shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

Section 4: If the position is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

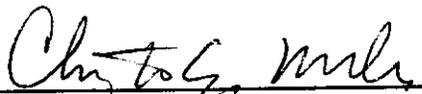
Section 5: The Bargaining Unit Member Detective shall relinquish said position upon written resignation, retirement; promotion or by revocation action by management. Revocation by management will not be considered as grounds for the filing of a grievance.

Section 6: The position of Detective shall be exempt from shift bidding.

Section 7: The position of Detective is open to a maximum of one officer.

CONCLUSION

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.



Christopher E. Miles, Esquire
Fact Finder

March 28, 2003

