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IN THE MATTER OF FACT-FINDING

BETWEEN

LOCAL 92, GENERAL TRUCK DRIVERS AND HELPERS

AND

CITY OF ALLIANCE

BEFORE: Robert G. Stein

SERB CASE NO. 03 MED 04 0461
(Dispatcher's Unit)

PRINCIPAL ADVOCATE (S) FOR THE UNION:

Susan D. Jansen, Esq.

Greg Van Dress, Secretary Treasurer
Local No. 92, General Truck Drivers and Helpers
111 W. First St., Suite 1100
Dayton OH 45402-1156

and

PRINCIPAL ADVOCATE FOR THE CITY:

Nicholas Codrea, Jr., Representative of Employer
THE LAW FIRM OF ROBERT J. TSCHOLL, Esq.
The Carnegie Building
236 Third Street
Canton OH 44702

INTRODUCTION

The bargaining unit is comprised of six (6) full-time employees in the classification of Police Dispatcher (herein "Dispatcher"). The Union became certified as the official bargaining unit for these employees in March of 2003. The bargaining unit was previously represented by another bargaining unit representative. This is the parties' first Collective Bargaining Agreement.

The parties began negotiations in July of 2003 and held five (5) negotiation sessions through the summer and fall. The police patrol unit, which also is represented by Local 92, began negotiations with the City in May of 2003. The parties reached impasse and went to fact-finding and conciliation in late 2003. For the purpose of conducting negotiations on behalf of the Dispatcher's unit, the parties agreed that the award of the Conciliator would also be applicable to the Dispatcher's unit. The Conciliator issued his award on October 10, 2003, and the parties

incorporated many of the economic items awarded by the Conciliator. However, the bargaining unit failed to ratify the agreement.

The parties are at impasse over four issues: Article 9 Seniority; Probationary Period and Leaves of Absence; Article 17 Paid Legal Holidays; and Article 18 Education Allowance. The City of Alliance is a medium-sized city located in northeast Ohio. This is the first contract for the newly formed bargaining unit. Teamsters Local 92 also represents the 32-person police patrol unit. A fact-finding session was held on March 3, 2004.

The Union's Position Statement and brief shall be referred to as "UPS" and the Employer's Position Statement and brief shall be referred to as "EPS".

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

**ISSUE 1 Article 9 Seniority, Probationary Period and Leaves of
Absence, Section 2, Probationary Period.**

Union's position

See UPS.

Employer's position

See EPS.

Discussion

The parties reached a mediated tentative agreement on this issue during the fact-finding process.

Recommendation

See Tentative Agreement Section

ISSUE 2 Article 17 Paid Legal Holidays

Union's position

See UPS

Employer's position

See EPS

Discussion

The parties reached a mediated tentative agreement on this issue during the fact-finding process.

Recommendation

See Tentative Agreement Section

ISSUE 3 Article 18 Education Allowance

See UPS.

Employer's position

See EPS.

Discussion

The parties resolved this dispute by agreeing to make changes to Article 19 Clothing Allowance, to maintain the same level of dental coverage and life insurance coverage, and to implement the new health care plan in May of 2004 .

Recommendation

See Appendix 1 and 2

TENTATIVE AGREEMENTS

During negotiations the parties reached tentative agreement on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 19th day of April, 2004 in Portage County, Ohio.


Robert G. Stein, Fact-finder

APPENDIX A

ARTICLE 20-HEALTH INSURANCE BENEFITS

Section 1 - 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 May 1, 2004. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. Effective May 1, 2004 the plan changes as specified in Section 4 below shall apply. The terms of the insuring plan are controlling.
- B) The City shall maintain, and pay **one-half of** the full premium for the current Guardian Dental Insurance package for bargaining unit members and their families **during the term of this Agreement**. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement. Current benefit levels are outlined in Exhibit A attached to this Agreement.

Section 2 - OTHER INSURANCE

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of this Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit **shall be maintained at \$10,000** at the Employer's cost **during the life of this Agreement**.

Section 3 - HEALTH CLUB BENEFIT

Bargaining unit members 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 fifty-two (52) times per year. If the bargaining unit member does not meet the minimum requirement, the member shall lose this benefit for the remainder of this Agreement.

Section 4. MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following changed coverages. Said changes shall become effective May 1, 2004. The Employer continues coverages at these benefit levels for the duration of the Agreement. The coverage(s) shall have dual deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION /PRESCRIPTION COVERAGES

COMMUNITY CHOICE or A NETWORK WITH EQUIVALENT COVERAGE				
ITEM	NETWORK		NON-NETWORK	
DEDUCTIBLES	INDIVIDUAL	\$250	INDIVIDUAL	\$500
	FAMILY	\$500	FAMILY	\$1000
MAXIMUM OUT-OF-POCKET COINSURANCE AMOUNT per CALENDER YEAR	INDIVIDUAL	\$500	INDIVIDUAL	\$1000
	FAMILY	\$1000	FAMILY	\$2000
HOSPITAL EXPENSE	90%		70% of R & C	
OUTPATIENT SERVICES	90%		70% of R & C	
PHYSICIAN SERVICES (e.g. OFFICE VISITS)	\$15.00 CO-PAY		70% AFTER DEDUCTIBLE	
PRESCRIPTION DRUGS ALL WITHIN NETWORK UP TO 30 DAY SUPPLY	GENERIC = \$5 CO-PAY PREFERRED BRAND or FORMULARY = \$10 CO-PAY NON-PREFERRED BRAND or NON-FORMULARY = \$20 CO-PAY		NOT AVAILABLE	
MAIL ORDER PRESCRIPTION DRUGS ALL WITHIN NETWORK and UP TO A 90 DAY SUPPLY	TWO CO-PAYS for UP to A 90 DAY SUPPLY (i.e. 2 for 3) ALL WITHIN NETWORK			

The coverage(s) above have dual deductibles, NETWORK and NON-NETWORK.

Section 5 - FULLY INSURED COVERAGE LEVELS CITY-WIDE

If the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverages City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

Section 6- EQUIVALENT COVERAGE

The parties acknowledge that the AULTCARE NETWORK would be an acceptable network provided the conditions in Section 1(A) above are met.

Section 7 - HEALTH AND SAFETY

The Labor Management Committee will represent the Teamsters Local No. 92. in connection with any compliance concerning the safety of the bargaining unit members in unit. It is the intention of the parties that the Labor Management Committee will work with the command Dispatcher of the safety forces including the Police Chief to eliminate unsafe working conditions.

Section 8 – OPTIONAL EMPLOYEE 125 HEALTH CARE RESERVE ACCOUNT

An annual payment of \$250 shall be paid to each employee in the first pay period of May of every year of the Collective Bargaining Agreement. The employee shall have the option of keeping the payment or placing the payment or any portion thereof in a 125 health care reserve account.

APPENDIX B

ARTICLE 19-UNIFORM ALLOWANCE

Section 1 – AMOUNT/TIME OF PAYMENT

A uniform allowance of **seven hundred and fifty dollars (\$750)** shall be paid to each bargaining unit member for the term of this Collective Bargaining Agreement. Each member shall receive the allowance in two equal payments of **three hundred and seventy-five dollars (\$375)**. The first payment shall be received by the member with the pay for the second pay period of the month of June. The second payment shall be received with the pay for the first pay period of December.