

STATE EMPLOYMENT  
RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

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BETWEEN

LOCAL NO. 92, GENERAL TRUCK DRIVERS AND HELPERS

AND

CITY OF ALLIANCE

BEFORE: Robert G. Stein

SERB CASE NO. 03 MED 06 0691  
(Police Clerical 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 four (4) full-time employees in the classification of Chief Officer Coordinator, Stenographer II (2), and Secretary. The parties have been bargaining since late 2003, and have reached impasse on several issues: Article 15 Hours of Work and Overtime, Article 16 Paid Legal Holidays, Article 18 Uniform Allowance, Article 19 Health Insurance Benefits, Article 21 Vacations, and (5) Article 22 Sick Leave. 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 15      Hours of Work and Overtime**

**Union's position**

See UPS.

**Employer's position**

See EPS.

**Discussion**

The Union is seeking to increase the workweek from 35 to 40 hours. The history of the employees of the bargaining unit prior to it being organized reveals that employees holding the positions identified in the introduction of this report have worked a 35-hour workweek for many years. Although the Union's representatives made a strong argument for increasing the workweek in the future, the current financial condition of the Employer is not such that it can readily absorb the cost associated with a 14% (additional 5 hours added to the 35-hour week) increase in the amount of hours for each employee on top of other increased financial commitments. The Employer's advocate presented substantial evidence of the City's need to borrow approximately 400,000 dollars just to make it through 2004 (Employer Exhibit 1). And, at this time, the prospect for 2005 appears to be uncertain at best.

The Union presented evidence that one employee in the Water Department was changed to a 40-hour workweek. However, I do not find this one example to be comparable to the situation existing in the Police Department for this bargaining unit. Evidence was also presented by the Union that indicates employees have their schedules changed by call-in or weekly adjustment in order to meet the demands of the court. However, it is not clear that the changing of schedules is widespread or is an unacceptable arrangement primarily affecting one employee, who willingly accepts an altered schedule on Monday mornings. There was simply not enough information to justify a change in language at this time.

### **Recommendation**

**Maintain current language**

**ISSUE 2      Article 16      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      Uniform Allowance**

See UPS.

**Employer's position**

See EPS.

**Discussion**

The Union is asking that a uniform allowance be established for the clerical unit and contends that having uniforms would enhance the professional law enforcement image of the bargaining unit members with the public. The Employer acknowledges that the bargaining unit members interact with the public, yet it contends that it has never required uniforms to be worn by these bargaining unit members. Having clerical employees in uniform may be an important enhancement to the Police Department's and the employee's image in the public's eye, but it comes at a time of extreme financial uncertainty for the City. The importance of establishing a new uniform benefit, at this time, is outweighed by the sheer necessity of meeting other negotiated financial commitments in a time of diminishing financial resources.

## **Recommendation**

**No new language**

### **ISSUE 4      Article 19 Health Care**

#### **Union's positions**

See UPS.

#### **Employer's position**

See EPS.

#### **Discussion**

It is important to create a uniform approach to health care coverage in order to maximize any cost savings associated with more covered lives. In addition, internal comparables support the Employer's position in this matter.

However, every bargaining unit is unique, and unlike other City bargaining units, the Clerical Unit, at this time, appears to place far less value on fully paid dental, or other insurance coverage than it does upon other forms of compensation. Therefore when applying the concept of "patterned equity" to settlements among bargaining units in the City it is important to understand these subtle differences in bargaining unit composition and interests. To provide an upgrade to the dental coverage or to establish an employee health care account are likely to be far less important to the Clerical unit than it is to other bargaining units in the City. And, unlike the Dispatcher's Unit, the Clerical Unit is not

required to wear uniforms, so any increase in this benefit would be meaningless. Therefore, in finding a benefit that equates to fully paid dental coverage or other health care enhancements, it is recommended that for the life of the Agreement the Clerical Unit should receive an annual equity payment that is paid apart from wages.

**Recommendation**

**See Appendix A for Recommended Health Care language**

**Add New Provision:**

**Equity Payment**

**In lieu of providing fully paid dental available to other bargaining units, each bargaining unit member shall receive, in the first pay period of May, an annual \$400 equity payment.**

**ISSUE 5      Article 21      Vacations**

**Union's positions**

See UPS.

**Employer's position**

See EPS.

**Discussion**

The parties reached tentative agreement on this issue in fact-finding.

## **Recommendation**

**See Tentative Agreement Section**

### **ISSUE 6      Article 22      Payment at Retirement**

#### **Union's positions**

See UPS.

#### **Employer's position**

See EPS.

#### **Discussion**

The Employer is seeking to change the language regarding retirement to reflect the agreement reached by the Dispatchers' bargaining unit. The change introduces a two-tiered benefit system for different groups of employees. Although such a system is not out of the ordinary, it can be divisive if imposed by a third party, instead of being arrived at by the parties through the rigors of negotiations.

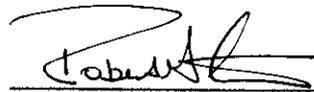
## **Recommendation**

**Maintain Current Language**

## 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 19<sup>th</sup> 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**

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

**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.