

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

2004 AUG -4 A 10: 33

CITY OF LOGAN, :

Employer, :

-and- : Case Nos. 04-MED-03-0262, 0263, 0264

OHIO PATROLMEN'S BENEVOLENT :
ASSOCIATION :

Employee Organization. :

FACT-FINDING

Philip H. Sheridan, Jr., Fact-finder

Issued: August 2, 2004

JEROME M. STROZDAS, ESQ.
20 SOUTH LIMESTONE ST., STE. 330
SPRINGFIELD, OH 45502

FOR THE EMPLOYER

JOSEPH M. HEGEDUS
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
555 METRO PLACE NORTH, STE. 100
DUBLIN, OH 43017

FOR THE EMPLOYEE ORGANIZATION

STATEMENT OF THE CASE

The parties, the City of Logan, represented by Jerome M. Strozdas, Esq., and the bargaining units, including 3 full-time, sworn Lieutenants, 13 full-time, sworn patrolmen and detectives, and 5 dispatchers/clerks, represented by Joseph M. Hegedus, Esq., have entered into negotiations for a successor contract to the contract which expired May 31, 2004.

The parties met and bargained in good faith with a number of meetings between the parties. The parties without dispute, or through negotiation, reached apparent tentative agreement on all but four of the articles that were negotiated

Pursuant to R.C. §4117.14 and Admin. R. 4117-9-05, Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, was chosen as fact-finder.

The parties agreed to a fact-finding hearing on July 12, 2004, and the meeting was convened at 10:00 a.m., at the City Hall. In addition to their representative, Michael J. Walsh, Mayor, Kim Miller, City Auditor, and Tom Myers, Service Director, appeared on behalf of the city. In addition to their representative, Rachelle Flemming, patrol officer, Scott Mingus, patrol officer, and Jay Lehman, dispatcher, appeared on behalf of the bargaining unit. The parties and the fact-finder discussed the procedure to be followed by the parties.

The remaining issues were mediated, but were not amenable to additional mediation. The matter was submitted upon statements, documents, and arguments presented to the fact-finder.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues that have been resolved, the unresolved issues, and each party's proposal on the unresolved issues.

In issuing this fact-finding report, I have given consideration to the provisions of R.C. Chapter 4117 and, in particular, the criteria contained within Admin. R. 4117-9-05(I).

THE POSITION OF THE PARTIES AND RECOMMENDATIONS

ARTICLE 15, Compensation.

The City's Position: The City claims that the General Fund revenues, despite two one-time actions to increase revenue, will be exceeded by expenditures by approximately \$200,000.00 in 2004. The City proposes wage increases across the board of 2% in each of the years of the three-year contract in each of the three job classifications. The City also proposes addition of the \$.30 per hour hazard duty compensation to the base rate of compensation instead of having a separate item, since all of the bargaining unit members qualify for it. The City proposes no change in the Longevity schedule, and opposes the addition of a \$.25 per hour supplement to the pay of the dispatcher serving as the TAC Officer (the dispatcher assigned responsibility for the L.E.A.D.S. System. The City proposes doing away with the "me too" clause in the contract that provides for the bargaining units to receive the benefits of any "higher raise" granted to any other City bargaining unit. Finally, the City proposes doing away with the "911 reopener" language that applied to dispatchers. The system was implemented, the opener occurred, and the language is no longer necessary or appropriate.

The OPBA's Position: The bargaining units propose wage increases of 4% across the board in each year of the contract. The bargaining units would keep the separate "hazard duty" pay in the contract. The bargaining units propose an addition of \$.05 to each of the steps of the Longevity schedule. The bargaining units propose the addition of a \$.25 per hour supplement to the pay of the dispatcher serving as the TAC Officer. The bargaining units propose the retention of the "me too" language that they have enjoyed in previous contracts.

Discussion and Recommendation: I recommend removal of the "911" language from the contract. The bargaining unit provided me with no reason not to go along with the City's proposal

on this issue. Despite arguments made by the bargaining unit, it does appear that although the City is able to pay a wage increase, the City has significant financial issues that it demonstrated. The reduction of the carryover balance is especially telling, where, as here, the income and expenditures appear to be going in opposite directions. I recommend three percent raises across the board to each step of the current wage schedule for all bargaining unit employees in each of the bargaining units effective June 1, 2004, June 1, 2005, and June 1, 2006. The lesser amounts compared to the previous contract appear to be justified based on the City's economic data. I also recommend the \$.05 increase in the steps of the longevity scale. The longevity scale was increased by \$.05 in each of the years of the previous contract, and I believe this benefit tends to help retain the most senior and experienced employees. I recommend folding the \$.30 per hour hazard pay into the base compensation of the bargaining unit members. Since everyone in the bargaining units qualifies for it, it does not seem efficient to keep it as a separate contract section. I do not recommend adding a supplement to the pay of the TAC officer. Operation of the L.E.A.D.S. computer seems to me to be a routine part of the dispatcher duties. I recommend removal of the "me too" language from the Compensation Article. I believe that contracts ought to be final and binding, and allowing "me too" clauses encourages uncertainty.

Article 16. Shift Differential

The City's position: The City rejects the \$.05 increase to shift differential proposed by the bargaining units. The City argues that the current \$.35 per hour shift differential is sufficient, especially since bargaining unit members now have the opportunity to choose shifts by seniority.

The OPBA's position: The bargaining units propose an increase of \$.05 to the \$.35 shift differential. The bargaining units argue that working other than the traditional day shift causes a

significant disruption to the bargaining unit members, not to mention the effect on their families, which should be recognized by a significant shift differential payment.

Discussion and Recommendation: I recommend the bargaining units' proposal that increases the shift differential payment. This issue does not affect all bargaining unit members, but to the ones it does affect it is an important benefit, and is well within the comparables provided by both the City and the OPBA. In the expired contract between the parties, the shift differential increased \$.05 per hour effective June 1, 2001, to \$.30, and then again increased \$.05 per hour effective June 1, 2002, to \$.35. " Section 16.1. Shift Differential Pay Rates. Shift differential pay is hereby established as follows: A. Forty Cents (\$.40) per hour, effective June 1, 2004."

Article 23, Insurance (health)

The City's position: The City proposes several changes to its health insurance coverage. The City believes the current contract language does not allow it sufficient flexibility to negotiate the best and most cost effective insurance coverage for its employees. The City would establish a City wide insurance committee that would include management, bargaining unit representatives, and representatives of the non-union employees of the City, for the purpose of collaborative examination and recommendation of the best available plans and options for adoption. The City proposes a more specific list of benefits to be a part of the minimum coverage to be contracted for, and believes the committee and the more flexible language will allow the City to obtain more than one bid for coverage. The City claims it cannot enter into a three-year contract on the issue of health insurance without some flexibility, because the insurance providers will not bargain for multiyear contracts. The City also proposes two other significant changes in the agreement with these bargaining units. It proposes removal of the "me too" clause with reference to premium co-pays, and a removal of the cap on the amount bargaining unit members can be required to pay as

their percentage of the premium. Ten percent would mean ten percent of the total premium, whatever it rises to after June of 2005, when the City's OAPSE contract, which contains the current caps that apply, expires. The City has agreed with the Firefighters on the same contract language as it proposes here, and wants to have the same agreement with these bargaining members, the OAPSE members, and it will apply the same rules to its non-union employees. The City also proposes to establish a Section 125 program so that the employees' contributions to the premium costs will be from pre-tax money.

The OPBA's position: The bargaining units propose retention of the expired contract language, except that it wants to include the caps it is currently under as a result of the "me too" clause and the OAPSE contract. The City agreed to make a health insurance plan available to the members "with coverage consistent with that coverage in effect" at the signing of that contract. It contained a 10 percent employee co-pay if the premium exceeded the guaranteed City minimum payment, and contained a "me too" clause that allowed the bargaining unit members to pay the same amount that any other bargaining unit bargained for. Currently, as a result of the OAPSE contract, the payments are limited to \$30 for single coverage and \$65 for family coverage, with an increase to \$35 and \$85, effective in November. The bargaining units are satisfied with the current language, and they do not believe changes are necessary in the content of the plan as long as the caps are retained.

Discussion and recommendation: The City has raised two issues that merit discussion. The current problem, which may or may not continue, is that the current family premium is \$1,024. Clearly, 10 % of that amount is more than will be paid under the current provisions, even after the increase at the end of November. The City also considers the current language that requires "coverage consistent with that coverage in effect" a problem because it tried to provide coverage to

another bargaining unit that it claimed was substantially similar, and the City lost an arbitration where its coverage did not match what that unit had enjoyed before the change.

The City claims no insurers were willing to negotiate a multi-year contract, and that only one provider was willing to even construct a plan that provided consistent coverage, at a cost that was a very substantial increase. It only has one plan for all of the City's employees, and is not likely to change that practice, even if it were possible to negotiate multiple plans.

The major difficulty for construction of a fair agreement on health insurance is that the third party to this agreement, the plan provider, cannot be brought to the table for this negotiation.

I cannot recommend either party's submission in total. Consequently, I recommend the language contained in Section 23.1 of the previous contract. I see no problem in leaving the "me too" language in the contract, because the 10 percent limit applies unless the City decides to offer its OAPSE bargaining unit caps in its next negotiation. I also recommend that the City establish the Section 125 plan as soon as practicable. The "study" committee should also be established in accordance with the City's proposed language for determination of what is available and best fits the City's health insurance needs. Finally, I recommend a contract negotiation reopener on health insurance at the expiration of the current health insurance contract. It seems to me that the City's Section 23.1B insures grievances and continued strife in order to define "minimum" coverage, but this isn't just the City's problem that it can pay for if the plan providers decide to change the programs offered.

Article 24: Work out of Rank

The City's Position: The City proposes continuing the existing provision and the existing practice, which I understand is to pay patrol officers the rate of compensation of a beginning Lieutenant when they replace a supervisor.

The OPBA's position: The bargaining units propose that the replacement be paid the rate of compensation equal to that normally paid to the Lieutenant who is being replaced.

Discussion and recommendation: The bargaining units complain that the performance of work out of rank is a normal part of the City's scheduling plan, which occurs on a weekly basis. When senior patrol officers substitute they do not receive a significant raise commensurate with the duties and responsibilities. It appears that the difference between a patrol officer and a lieutenant in the same step appears to be between 18 and 24 percent. I recommend the following language:

"Section 24.1 Out of Rank Hours. Any employee who is temporarily required to perform at a higher ranking position and performs the responsibilities of the higher ranking position shall be paid at the rate of compensation equal to a 15 percent increase in the employee's rate of compensation for all hours worked in the higher ranking position during the work day. Probationary employees shall not perform in a higher ranking position."

Article 33: Duration

The City's position: The City claimed it could not commit to a three-year contract unless the health insurance issue was decided in its favor.

The OPBA's position: The bargaining units proposed a three-year contract, effective June 1, 2004.

Discussion and recommendation: I recommend a three-year contract, beginning June 1, 2004. It appears to me a three-year contract has been the usual contract between the parties and I see no reason to depart from that tradition.

CONCLUSION

The parties have jointly asked that the tentative agreements between them be confirmed and adopted and I do so based upon the documents submitted to me. The parties cooperated in

presenting their positions to me, and in our mediation efforts. The courtesy and professional behavior was evidence of the good relations between the parties, and I encourage them to continue to bargain in good faith even if they are unable to agree on my recommendations.

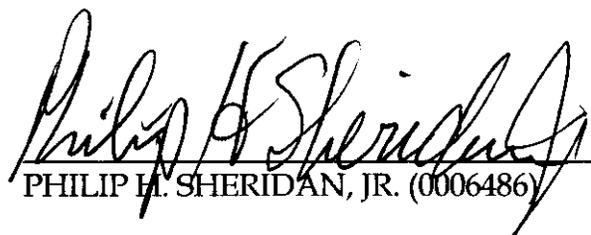
Respectfully submitted,



PHILIP H. SHERIDAN, JR.
Fact-finder
S.C. #0006486
915 South High Street
Columbus, Ohio 43206-2523
(614) 445-0733

CERTIFICATE OF SERVICE

A copy of the foregoing Fact-Finder Report was served by overnight mail and FAX transmission this 2nd day of August, 2004, to the principal representatives of the parties and by Regular U.S. Mail, postage prepaid, to State Employment Relations Board, 65 E. State St., 12th Floor, Columbus, OH 43215-4213.


PHILIP H. SHERIDAN, JR. (0006486)

PHILIP H. SHERIDAN, JR.
ATTORNEY AT LAW
580 SOUTH HIGH STREET, SUITE 200
COLUMBUS, OHIO 43215-5644

STATE EMPLOYMENT
RELATIONS BOARD

2004 AUG -4 A 10:33

PHILIP H. SHERIDAN, JR.

(614) 221-2001
1-800-686-2852
FAX: (614) 221-3737

August 2, 2004

Dale A. Zimmer
Administrator, Bureau Of Mediation
State Employment Relations Bd.
65 East State St. 12th Floor
Columbus, Ohio 43215-4213

**RE: Case No.2004-MED-03-0262, 0263, & 0264,
City of Logan and OPBA**

Dear Mr. Zimmer:

Enclosed please find a copy of the fact finding in the matter of the City of Logan and the Ohio Patrolmen's Benevolent Association. Thank you for your consideration.

Very truly yours,



Philip H. Sheridan, Jr.

PHS/cas
Enclosure
cc: file

LAW OFFICES
PHILIP H. SHERIDAN
915 SOUTH HIGH ST.
COLUMBUS OH 43206

U.S. POSTAGE
PAID
COLUMBUS, OH
43209-04
FAC 03-04
00013940-02
43215

AMOUNT

\$0.83



9500



FIRST CLASS MAIL

DALE A. ZIMMER

ADMINISTRATOR, BUREAU OF MEDIATION
STATE EMPLOYMENT RELATIONS BOARD
65 EAST STATE ST, 12-TH FLOOR
COLUMBUS OH 43215-4213