

Lieutenants. All of the contracts expired on December 31, 2004. The parties engaged in negotiations throughout the period, but were unable to resolve the following five economic issues.

Pre-hearing statements were filed in accordance with SERB rules and guidelines. The parties engaged in mediation, which brought them somewhat closer in terms of their respective positions, but the following issues remained unresolved. The following recommendations are in accordance with the standards required under Ohio public employment collective bargaining law and SERB guidelines. All tentative agreements reached between the parties during their negotiations are hereby adopted for recommendation purposes and made a part of this Report.

(1) Uniform Allowance. - Article 18.

The FOP believes that it needs an increase in the annual uniform allowance from \$850 per year to \$1000 because of the increased prices now charged for uniforms and accessories by the existing suppliers. The City believes that \$850 is well within the range charged by comparable departments.

Recommendation. The evidence does not reflect a dramatic increase in prices. I recommend an increase to \$900 per year.

(2) Sick Leave/Injury Leave/FMLA Leave – Article 24.

The City proposes a change in the payment for unused sick leave when an employee retires or dies. The expired contract provided for a maximum of 1200 hours of accumulated but unused sick leave. The City believes that this amount is well above that paid by comparable departments and imposes a financial burden upon it. It proposes a change for employees hired after January 1, 2005. These new employees would receive 25% of accumulated unused sick hours with a maximum of 240 hours. This is the same policy now in place for unrepresented employees.

The FOP wants to retain current policy. The City has not shown that it cannot afford the payments. The imposition of a two-tiered policy is troublesome to the FOP. Employees working side by side will be subjected to different benefits. This will adversely affect morale and create problems for the bargaining units.

Recommendation: The City has shown that it is very expensive to pay for unused sick leave. Payouts are between \$30,000 and \$40,000 per employee. Some adjustment is required based upon the submitted evidence. I recommend the following: All employees hired after January 1, 2005 shall receive the following payout for accumulated but unused sick leave. Employees with 1-8 years of service with the department shall receive payment for each unused sick day up to a maximum of 50 days. Employees with 9-16 years of service with the department shall receive a maximum payment of 100 days. Employees with 16+ years of service shall receive a maximum payment of 150 unused sick leave days. The estates or personal representatives of employees who die in the line

of service or who are otherwise permanently disabled as the result of an injury in the line of duty shall receive payment for unused sick days up to a maximum of 150 regardless of the number of years of service within the department.

(3) Insurance – Article 30.

The City wants to change existing language. It wants to provide bargaining unit employees with the same health care coverage as that provided to its non-represented employees. However, its proposal does not provide that the contribution level for the respective employees shall be the same. It wants to have all of its employees under the same plan to increase its bargaining position with insurers by increasing the size of the group. It believes that this will help ameliorate the rising insurance costs that have spiraled out of control.

The FOP is willing to make a fair contribution toward the rising costs of insurance. However, it wants to avoid the unilateral imposition of benefit reductions that have occurred with plan changes, which have generated grievances, one of which is now pending. It believes that the City violated the contract when it agreed to a new plan that was not, in the FOP's opinion, comparable to the existing plan. It believes that it must maintain its right to comparable coverage to prevent the City from ignoring the recommendations of the insurance committee and forcing an unsatisfactory plan upon the unit members. There is a pending grievance over this issue.

The City wants to remove the “comparable” language in order to avoid future

grievances. It believes that the bargaining unit members and the unrepresented employees, including management, all have the same interest in obtaining the best coverage at the most reasonable cost. The City Council has the final decision on the selection of the plan, notwithstanding any recommendation from the insurance committee.

The recommendations of the insurance committee are usually accepted by Council and the bargaining unit members. However, Council's action on the last occasion was done without the agreement of all or substantially all of the members of the committee. The committee is made up of members of management and members of bargaining units, including the police units. The committee performed its responsibility of investigating alternate plans and benefits, but there was a disagreement among committee members as to whether the latest plan should be recommended. Council approved the plan even though union members believed that benefits were not comparable to the existing plan.

Recommendation. The premium contribution levels for the members shall be 8.5% in 2005, 9% in 2006 and 9.5% in 2007. The health insurance provided to the members of these units shall be identical in all respects to the plan with the highest level of benefits provided to any non-represented City employee, including all management and administrative employees. The FOP shall abide by and accept the recommendations for any plan changes by the insurance committee. However, if committee members cannot reach a consensus for any change, or if Council chooses to reject the committee's

recommendation for a change in the existing plan, and instead intends to implement a change that is opposed by the FOP, the members of these units, through the FOP, may reopen the insurance provision for mid-term bargaining to resolve the issue, and the parties shall proceed to bargain in good faith in accordance with the provisions of the Ohio collective bargaining law. The City shall not agree to or implement any plan change opposed to by the FOP until it has fully complied with its bargaining obligations under law. The FOP shall withdraw the pending grievance over this issue.

(4) Wages – Article 36

The FOP proposes a three-year contract with 4% across the board raises in each year. It also proposes the removal of the two-tier system that existed under the expired contract where employees hired on January 1, 1999 or after are compensated differently than those hired prior to January 1, 1999. The City proposes across the board increases for all members of 3.5% in each year of the contract.

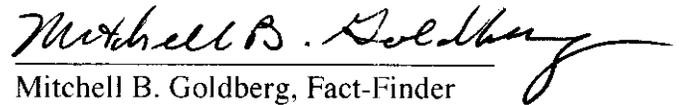
Both parties submitted considerable economic evidence to support their respective positions.

Recommendation. Current language shall remain for employees hired before and after January 1, 1999. The across the board increases for all members shall be as follows for each year of a three-year contract: Year 1 (2005) – 3.5%, Year 2 (2006) – 3.75% and Year 3 (2007) – 4%.

(5) Duration – Article 49.

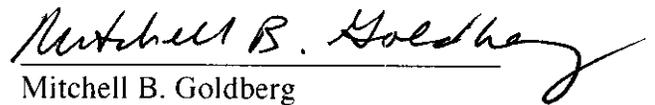
The contract shall run for three years beginning January 1, 2005. All recommendations set forth herein shall be retroactive to that date.

Date of Report: December 4, 2005


Mitchell B. Goldberg, Fact-Finder

CERTIFICATE OF SERVICE

The foregoing report was emailed to the parties and sent by regular mail to the parties and SERB on December 4, 2005.


Mitchell B. Goldberg