

**FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
November, 2005**

**STATE EMPLOYMENT
RELATIONS BOARD**

2005 NOV 17 A 11: 38

IN THE MATTER OF	:	
FACT FINDING BETWEEN	:	
	:	Case No. 05-MED-03-0216
CITY OF FAIRBORN,	:	: (Police Officers)
Public Employer	:	
	:	
and	:	Before: Howard B. Tolley, Jr.,
	:	Fact Finder
FRATERNAL ORDER OF POLICE,:	:	
LODGE NO. 48.	:	
Employee Organization,	:	
	:	
	:	
	:	
	:	
	:	
	:	

APPEARANCES

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. LODGE NO. 48
Thomas Fehr, FOP/OLCI Staff Representative

FAIRBORN,
Janet K. Cooper Esq. Attorney

Introduction

In negotiations for a three-year successor agreement to begin June 25, 2005, the parties agreed to extend current language of 22 contract articles and Exhibit C, and they reached tentative agreement to changes on seven others. They were unable to agree on Articles 21, 23, 27 and Exhibits A and B on health and life insurance, overtime and wages. After six bargaining sessions, the union rejected a final offer from the city on October 5, and the parties scheduled a November 10, 2005 fact-finding hearing. The Bargaining Unit includes thirty full time positions -- officers below the rank of sergeant.

The Employer and FOP/OLCI have been parties to collective bargaining agreements since 1984.

The parties exchanged and submitted pre-hearing position statements that summarized their proposals, and they prepared supporting documents for presentation at the hearing to address the criteria established by the Ohio Public Employees Bargaining Statute in Rule 4117-9-05:

- 1) Past collectively bargained agreements, between the parties
- 2) Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- 3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- 4) The lawful authority of the public employer;
- 5) Any stipulations of the parties; and,
- 6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.”

Meditated Settlement: November 10, 2005 Fairborn City Building

The parties accepted the Fact Finder's offer to mediate and were then able to come to agreement, signing off on terms that have adopted at their request in this final report.

Recommendations

The Fact-Finder recommends that all the previously negotiated terms not altered by the agreement below be included in the successor agreement, as well as the following revision of Article 30 Duration.

Section 30.01 This Agreement shall upon councilmatic action become effective June 25, 2005, and shall remain in effect through June 20, 2008 and thereafter for successive periods of one year unless either party shall, at least ninety (90) days prior to June 20, 2008 (or June 20th of any subsequent years if this Agreement shall have continued in effect) serve written notice on the other party of a desire to terminate or amend this Agreement. Such notice to amend or terminate this Agreement shall be by certified mail.

Sign Off Agreements November 10, 2005 City of Fairborn and FOP Police Officers

Article 23 – Overtime

Section 23.04 For purposes of this section, a year is defined as June 1 through May 31. Employees may earn compensatory time up to a maximum of one hundred forty (140) hours per year during the first two years of this agreement, and one hundred sixty (160) hours per year during the third year of this agreement. Employees may carry over up to forty (40) hours of compensatory time from one year to the next. Employees may request payment in lieu of future use, of any accrued but unused compensatory time prior to May 15th of each year. The employee shall be paid for the hours requested for conversion to pay at the employee's hourly rate of pay. In the absence of a request, employees will be paid, in lieu of future use, for all accrued but unused compensatory time in excess of forty (40) hours, which may be carried over to the next year. Such payments shall be made in the first pay period in June of each year.

Section 23.05 An employee's accrual of compensatory time cannot exceed one hundred forty (140) hours during the first two years of this agreement, nor may such accrual exceed one hundred fifty (160) hours during the third year of this agreement. Once this accrual is reached, compensation shall be paid for additional overtime hours worked.

Article 27 – Wages

The City withdraws its proposal for Section 27.08.

The parties agree to 3% wage increases each year of a three year agreement, effective June 25, 2005.

Section 27.06 Newly hired employees will be paid the entry level rate until they count toward staffing. From the effective date of this Agreement through December 31, 2006, the Police Chief shall have the authority to place new hires on the salary schedule commensurate with their experience. Thereafter, the Police Chief may hire new employees based on the experience of the employee

and place them at any pay step not to exceed Step D. A new employee may be placed at a pay step higher than Step D upon mutual agreement of the parties.

Article 21 – Insurance

Section 21.04 Through February 28, 2006, the City will make arrangements to afford employees covered hereunder one (1) or more plan(s) of health care benefits provided by a Qualified Health Maintenance Organization plan upon written request, if such plan has been approved by the City. Any participation in the plan as set forth herein shall be in accordance with the enrollment requirements of the Health Maintenance Organization. Effective March 1, 2006, the health insurance options available to employees shall be those set out in Exhibit “B” to this Agreement. The costs of the health care plan benefits hereunder shall be subject to the limitation on the City’s contribution towards the cost of such plan as set forth in Exhibit “B”.

EXHIBIT "B"

INSURANCE CONTRIBUTION

- I. Each full-time employee who elects to be insured under the City family life insurance plan shall receive fifty thousand dollars (\$50,000) coverage on the employee and two thousand five hundred dollars (\$2,500) coverage on the employee's spouse and one thousand dollars (\$1,000) coverage on the employee's children.

Any such employee who elects not to be insured under this plan shall not receive any City contribution for life insurance as salary, wages, compensation, reimbursement or in any other form or manner.

- II. Hospitalization and Medical Benefits Insurance

- A. Each full-time employee shall be eligible to participate in the City’s health insurance plan as described below:

Effective March 1, 2006, the City shall offer two or more benefit plans (currently three plans). The base plan offered by the City will be an 80/20 plan with medical coverage for hospitalization, medical services and prescription drugs. All full-time employees who elect to be insured under this health insurance plan shall have 85% of the monthly premium paid on their behalf, and the employee will contribute the remaining 15% of the monthly premium. The City will also offer a health benefit plan that covers more benefits (a buy-up plan). If employees choose to be covered by this plan they will pay the 15% premium of the base plan plus the entire difference in premium between the base and buy-up plans. The City will also offer a plan that covers less benefits (a buy-down plan). If employees choose to be covered by this plan they will pay the 15% premium of the base plan minus the difference in premium between the base and buy-down plans.

The City will contribute the same dollar amount for each of the three plans. If the premium for the buy-down plan is less than the City is contributing for the base plan,

it will contribute the remainder to a Health Savings Account (or some similar type of account) in the employee's behalf.

Any employee who elects not to be covered under any of the plans shall not receive such contribution made by the City for health coverage as salary, wages, compensation, reimbursement or in any other form or manner. In order to be eligible to receive the City's contribution, employees must agree to have their share of the cost, if any, paid via payroll deduction authorization cards. Such payroll deduction authorization cards, if any, shall be completed by the employee in order to effect employee contributions prior to the payroll deduction periods for the monthly premium.

The City will not unilaterally change benefit levels. If the City changes health insurance carriers based on the recommendation of the Insurance Committee, the parties will confer with the new carrier in an effort to maintain approximate benefit levels.

- B. Any employee who elects not to be insured under this plan, upon proof of alternative coverage and a signed waiver, shall receive \$75.00 per month paid quarterly.
- C. The Union and City have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in Paragraph A of this Exhibit. The parties will form an Insurance Committee comprised of members from various segments of City Service. The Lodge will appoint an employee to the Insurance Committee. If a health insurance carrier changes benefit levels, or if the costs increase to a level where the City anticipates the need to change the health care provider, the City will convene the Insurance Committee to review the circumstances, and research and consider alternatives to maintain acceptable benefit levels at a reasonable cost to employees and the City. The recommendation of a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

III. Dental Insurance

The City shall contribute twenty-six (\$26.00) dollars per month to the AFSCME Care Plan for Dental Level II coverage for each eligible employee in the bargaining unit.

Conclusion:

If the parties find any substantive error in this report needing correction, a conference call should be arranged to discuss the concern, and a request may be filed with SERB for authorization to adjust the report [O.A.C Rule 4117-9-05(L)]. The Fact Finder appreciates the courtesy extended by all individuals involved in the process.

Professor Howard Tolley, Jr., University of Cincinnati
November 15, 2005

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Fact Finding Report has been served via electronic mail and BY REGULAR MAIL to Janet K. Cooper, Cooper & Gentile, 118 West First Street, Talbott Tower, Suite 850, Dayton, OH 45402 and to Mr. Thomas J. Fehr, Staff Representative, FOP/OLCI 5752 Cheviot Road Suite D, Cincinnati, Ohio 45247 on this 15th day of November, 2005.

Howard Tolley, Jr.