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STATE EMPLOYMENT  
RELATIONS BOARD  
2006 MAR 10 A 11: 28

March 8, 2006

Mary Robertson ✓  
SERB  
12<sup>th</sup> floor 65 East State Street  
Columbus, Ohio 43215

Catherine Brockman  
222 East Town Street  
Columbus, Ohio 43215

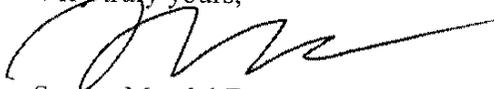
Toni Eddy  
Chillicothe Law Director  
20 South Paint Street

Re: 05-MED-09-0945

Dear Parties:

Enclosed please find my decision in the above referenced matters. I appreciated the opportunity to serve as fact finder.

Very truly yours,

  
Sandra Mendel Furman

Enc.

STATE EMPLOYMENT  
RELATIONS BOARD

2006 MAR 10 A 11:28

**Before the State Employment Relations Board, State of  
Ohio**

**In the matter of**

City of Chillicothe,  
Employer

And

FOP/OLC., Inc.  
Union

Case No. 05-MED-09-0945

Sandra Mendel Furman, Fact  
finder

**FACTFINDER'S REPORT**

**Procedural Matters**

SERB appointed this fact finder by letter dated November 30, 2005. The matter was scheduled for hearing by agreement of the parties on February 10, 2006. Pre hearing statements were received by the fact finder and served by each party upon the opposing party prior to the hearing. There has been substantial compliance with OAC rule 4117-9-05(F).

The hearing was held on February 10, 2006 at the City Building. Present for the Employer was Toni Eddy Esq. Law Director, bargaining representative, Bill Smith, Human Resource Director Nancy McNeely, and Chief of Police Jeff Keener. The Union was represented by Frank Arnold, FOP/OLC staff representative, and four members of the bargaining committee: Sgt. Thomas Cunningham, Sgt. Kevin Claypool, Detective Jim Lowe, and Officer Julie Preston

The report is submitted at the date stipulated by the parties.

**Factual Background**

The parties had engaged in multiple bargaining sessions for a successor agreement prior to appointment of the fact finder. At the date of hearing, there were two issues left for determination by the fact finder: wages; and prescription drug reimbursement. The parties made opening statements and were prepared to go forward with a record hearing. Pursuant to SERB rule, mediation was initiated. The mediation session conducted by the fact finder resulted in preliminary settlement discussions. The parties agreed to meet and pursue the settlement options discussed at the hearing. The additional meetings held without the presence of the mediator resulted in settlement of both outstanding issues. The parties drafted language in accordance with the settlement reached. The language was forwarded to the mediator by electronic mail.

**Recommendation**

**The fact finder recommends that the attached Exhibit A be approved by the parties pursuant to statute.**

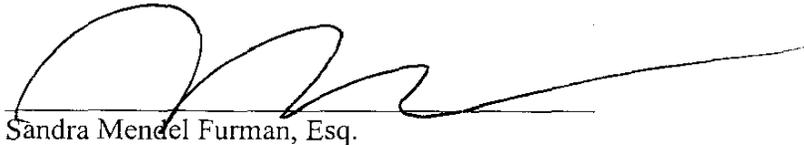
Respectfully submitted,



Sandra Mendel Furman, Esq.  
One Easton Oval Suite 500  
Columbus, Ohio 43219  
(614) 416-5611 phone  
(614) 416-5770 fax

**Certificate of Service**

An original and true copies of the fact finder report were sent by ordinary US mail on the State Employment Relations Board, 65 East State Street, 12<sup>th</sup> floor, Columbus, Ohio 43215; on Toni Eddy, 20 South Paint Street, Chillicothe, Oh 45601 and Frank Arnold, FOP/OLC, Inc. 222 East Town Street, Columbus, Ohio 43215. An electronic copy was also sent to the parties' representatives.



Sandra Mendel Furman, Esq.

**EXHIBIT A**

**ARTICLE 24  
WAGES**

**Section 24.1 Composition of the Pay Plan**

The official pay plan shall consist of minimum and maximum rates of pay and intermediate steps for all classes of positions included in the classification plan as set forth below and further economic benefits as follows:

- Y-1 7:00 a.m. January 1, 2006 through 11:59 p.m. December 31, 2006
- Y-2 12:01 a.m. January 1, 2007 through 11:59 p.m. December 31, 2007
- Y-3 12:01 a.m. January 1, 2008 through 11:59 p.m. December 31, 2008

**NEW PAY RATES  
2006, 2007, 2008**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>CLERK</b>	<b>Y - 1</b>	13.95	14.33	14.69	15.06	15.43	16.61
	<b>Y - 2</b>	14.37	14.76	15.13	15.51	15.89	17.11
	<b>Y - 3</b>	14.80	15.20	15.58	15.98	16.37	17.62
<b>COMM. OPERATOR</b>	<b>Y - 1</b>	14.15	14.56	14.89	15.26	15.64	
	<b>Y - 2</b>	14.57	15.00	15.34	15.72	16.11	
	<b>Y - 3</b>	15.01	15.45	15.80	16.19	16.59	
<b>POLICE OFFICER</b>	<b>Y - 1</b>	14.66	15.19	16.05	16.90	17.45	18.88
	<b>Y - 2</b>	15.10	15.65	16.53	17.41	17.97	19.45
	<b>Y - 3</b>	15.55	16.12	17.03	17.93	18.51	20.03
<b>POLICE SERGEANT</b>	<b>Y - 1</b>	19.03	19.16	19.30	20.18	20.75	
	<b>Y - 2</b>	19.60	19.73	19.88	20.79	21.37	
	<b>Y - 3</b>	20.19	20.32	20.48	21.41	22.01	

- Step A: Will take effect on the employee's date of hire.
- Step B: Will take effect on the employee's 1<sup>st</sup> Anniversary.
- Step C: Will take effect on the employee's 2<sup>nd</sup> Anniversary.

- Step D: Will take effect on the employee's 3<sup>rd</sup> Anniversary.
- Step E: Will take effect on the employee's 4<sup>th</sup> Anniversary.
- Step F: Will take effect on the employee's 15<sup>th</sup> Anniversary.

**ADDITIONAL ITEMS**

Section 24.2 Extra

Bargaining Unit members that have additional responsibilities and perform those responsibilities at least once yearly shall receive, in addition to their regular rate of pay, on their first pay in November each year.

Any member of the Police Department who performs Firearms Instructor	\$350.00
Any member of the Police Department who performs Tactical Team Member	\$350.00
Any member of the Police Department who performs Senior Bac Data-Master Operator	\$125.00
Any member of the Police Department who performs PR24/ASP/Self-Defense Instructor	\$250.00
Any detective who is on an "on call" status or is advised to be "on call".	\$350.00

Section 24.3 Longevity Benefits

All eligible Police Department employees shall be entitled to longevity benefits according to the following schedule for total service in the Chillicothe Police Department:

Two years, but less than six years of service	\$ 650.00
Six years, but less than ten years of service	\$ 800.00
Ten years, but less than fifteen years of service	\$ 950.00
Fifteen years, but less than twenty years of service	\$1,100.00
Twenty years, but less than twenty-five years of service	\$1,250.00
Twenty-five or more years of service	\$1,400.00

Longevity benefit qualifications shall begin on the anniversary date of the employment with the City shall be payable the first payroll of November of each year with a pro-rated amount paid to those employees who leave city employment between annual benefit dates.

Section 24.4 Automatic Salary Range Adjustment

Employees listed in the official pay plan contained in this Ordinance shall be advanced to the next succeeding step in the annual adjustment equivalent to this next higher step within the annual salary range for each full year of service commencing on the employee's anniversary date.

Section 24.5 Overtime

Safety-Police Department shall be paid overtime at time and one-half the regular hourly rate of pay for hours in excess of eight (8) hours worked in one day and time and one-half the regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in one week. Regular hours for the purpose of this section include; Shift Differential, Hazardous Duty, and Longevity Pay calculated at an hourly rate for the year.

All other special provisions for overtime and call-in benefits shall be included in a working agreement in writing between the employees and their recognized bargaining representatives.

All overtime worked must be authorized in writing by the Chief of Police.

Section 24.6 Hazardous Duty Pay

Hazardous duty pay to police officers and sergeants shall be made in accordance with the following schedule:

First payroll in June, 2006	\$3300.00
First payroll in November, 2006	\$3300.00
First payroll in June, 2007	\$3300.00
First payroll in November, 2007	\$3300.00
First payroll in June, 2008.	\$3300.00
First payroll in November, 2008	\$3300.00

Newly employed police officers and any police officer or sergeant leaving city employment between benefit dates shall be paid a pro-rated share.

Section 24.7 Shift Differential

It is hereby provided that shift differential be paid to police employees in the amount of \$1.00 per hour when the employee works any hours between 11:00 P.M. and 7:00 A.M. Shift differential will be paid to police employees in the amount of \$0.75 per hour when the employee works any hours between 3:00 P.M. and 11:00 P.M.

Section 24.8 Pension Pick-up

- A. That portion of the employee's contribution to the Pension Fund (Herein referred to as the FUND) up to five percent (5%) shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Chillicothe, the city's portion shall be paid as to the following schedule:

5% of the Employee's Compensation

- B. The provisions of paragraph A shall apply uniformly to all Bargaining Unit Employees, and no employee shall have the option to select a wage increase or other benefit in lieu of payment provided herein. The city shall, in reporting and making remittance to the Fund will report that each employee's contribution has been made as provided by statute.
- C. The sum paid hereunder by the City on behalf of the employee is not to be considered additional salary or wages and shall not be treated as increased compensation. For the purposes of computing the Employee's earning or basis of his contribution to the Fund, the amount paid by the City on behalf of the employee as his statutory obligation, is intended to be and shall be considered as having been paid by the Employee in fulfillment of his statutory obligation.
- D. "Earned Compensation" shall mean any and all monies paid to an employee by the City, which there is a pension contribution, under or pursuant to any provision of this contract and without regard to date, time, or pay period in which the original obligation for such payment may have occurred.

**ARTICLE 25**  
**INSURANCE**

The City shall provide, established by Ordinance, the following insurance coverage:

Section 25.1

Office visit co-pay for in network is \$15.00, for out of network 70%

The City shall provide hospitalization and major medical coverage comparable to current plans, with a deductible of \$100.00 per person to a maximum of \$200.00 per family. Out of network deductibles shall be \$200 single/\$400 family.

Monthly contribution amount beginning the effective date of this contract shall be \$30.00 for single coverage, \$35.00 for dual coverage and \$40.00 for family coverage. Beginning January 1, 2007 the monthly contribution shall be \$35.00 single, \$40.00 dual and \$45.00 Family. Beginning 1/1/2008 monthly contributions shall be \$40.00 single, \$50.00 dual and \$60.00 for family.

Healthcare expenses will be paid at 90% in network with a maximum out of pocket at \$250 single/ \$500 family per year. Out of network expenses will be paid at 70% up to a maximum out of pocket expense of \$500 single/ \$1000 family per year.

Prescription drug plan available at \$10.00 for generic drug, \$20.00 for brand formulary, and \$30.00 brand non-formulary. Mail in drug plan, cost for a 90 day supply at the same rate as that of the 30 day prescription.

In patient Hospital in network paid at 90% after deductible and for out of network Hospital paid at 70% after deductible, until maximum out of pocket expense is made.

Emergency room co-pay of \$50.00 in network and 70% for out of network after deductible.

If both spouses work for the City, only one can carry the City's Health Insurance as the primary member. The most senior employee shall be the primary member and the other spouse will covered as a dependent.

Dental plan will be the same as in effect as of 1/1/06.

Section 25.2

The City shall provide coverage of liability insurance to \$1,000,000.00.

Section 25.3

The City shall provide group term life insurance in the amount of \$50,000.00.