



STATE EMPLOYMENT
RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION)
(UNION))
- and -)
CITY OF YOUNGSTOWN, OHIO)
(EMPLOYER))

2008 SEP 25 P 12: 22

SERB CASE 2006-MED-10-1225

FACT-FINDER'S REPORT

September 22, 2008

Proceedings before Jared D. Simmer, Fact-Finder. The undersigned was selected by the Parties to serve in the role of Fact-Finder in the above-captioned case pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code.

Background

The parties to this matter are the City of Youngstown ("the Employer") and the Ohio Patrolmen's Benevolent Association ("the Union"). This matter came for hearing on July 25, 2008.

The parties have negotiated at length and reached tentative agreement on a number of issues. As part of this award, all of these previously reached tentative agreements are incorporated as if fully rewritten herein and recommended.

Below is the recommendation as to the unresolved issues and the parties' positions as to each issue.

Open Issues

Issue #1 Retirement and Severance

The parties have agreed to the language in Sections 2 and 3 of this Article; still in dispute is the language for Section 1.

The Employer proposes to change the manner in which severance payouts for accrued sick leave are made by adding criteria that limits eligibility for sick leave severance payment. The Employer's proposed criterion is modeled after language that is present in Ohio Revised Code Section 124.39.

The Union objects to the Employer's proposal arguing that such is a concession, and there has been no showing of need to make this change. Moreover, it argues, this change was not made in its other police department bargaining units.

Recommendation

The Employer's proposed change is recommended with substantial modification. While the addition of the criteria is recommended, the language should be modified so that it only impacts members of the bargaining unit hired after January 1, 2009. This bargaining unit will still receive the benefit of sick leave severance pay based on separation for any reason, but future hires will need to meet the criteria of ten (10) years service with the City and retirement under PERS for eligibility. The full text of the recommended language is re-written below:

Section 1. Retirement/Separation. When an employee *hired prior to January 1, 2009* retires or leaves City employment for any other reason, the City shall pay him/her the full value of his/her accumulated vacation time and 35% of the value of his/her accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater. ***Employees hired after January 1, 2009, shall be eligible for vacation conversion as described above but shall only be eligible for sick leave conversion upon retirement under PERS with ten (10) years of service with the City or pursuant to Section 3.***

Issue #2 Training/Training Pay

The parties have agreed to the language in Sections 1 of this Article; still in dispute is the Union's proposal for new language for Section 2 providing for compensation when bargaining unit members are assigned to train other employees.

The Employer proposes that no compensation be given for this task, since it is understood and has always been the practice that bargaining unit members are charged with assisting in the training and

acclimation of newly hired dispatchers. It argues that members should be more than willing to perform this task since new hires represent additional bargaining unit strength and they have an interest in seeing that their members perform well. It states that in such a small unit, providing more time off is not reasonable for coverage purposes as compensation for this task.

The Union argues that two (2) hours of compensatory time is warranted, as was provided in the YPA bargaining unit.

Recommendation

The Employer's concerns about time off are well taken, but the Union is correct that some type of compensation is warranted for employee's being asked to train other employees. This is not a task that is traditionally part of their job duties and is commonly compensated in other contracts. Based on these factors, it is recommended that a wage supplement of one dollar (\$1.00) per hour for each hour spent performing training activities be afforded to bargaining unit members when they are assigned to those tasks. The recommended language is set forth below:

Section 1. The Employer will provide such adequate training as it deems necessary.

Section 2. Training Pay. *An employee assigned to train another employee shall receive an hourly supplement of one dollar (\$1.00) per hour for each hour spent training.*

Issue #3 **Insurance**

The parties have agreed to most of the language adjustments for this Article, in dispute is the amount of contribution and the effective date for contributions that will be required of bargaining unit members.

The Employer proposes that bargaining unit members be required to contribute ten percent (10%) of the applicable insurance premium with caps of \$35.00 and \$75.00 for single and family respectively effective June 1, 2007. Effective January 1, 2008, the caps would move to \$65.00 for single and \$115.00 for family. Effective January 1, 2009, the caps would move to \$80.00 and \$150.00 for family.

The Union objects to any increase in the premium caps. It argues that as a group of employees that are not compensated on the level of other police units, its members should not be subject to the cap increases in the same fashion as other units.

Recommendation

While I understand the Union's objections, they do not outweigh the need for uniformity and consistency across an entire Employer when it comes to the issue of health insurance. Therefore, the Employer's proposal for language that is identical to the YPA police department bargaining unit is recommended. The language for this issue is set forth below:

Section 1. Medical and Hospitalization Insurance. ~~A.~~ The City of Youngstown shall continue to provide ~~to~~ each bargaining unit employee and his/~~her~~ family Anthem Blue Cross PPO (or a comparable health care coverage and benefits plan) medical, hospitalization and prescription insurance coverages and benefits per the summary of coverages and benefits attached hereto as ~~Exhibit C~~ **Appendix C**. All employee benefits and coverages, deductible amounts, expenses and costs under such plan shall remain unchanged for the duration of the collective bargaining agreement. The premium shall be paid by the City except as stated herein.

A comparable coverage and benefits plan shall be defined as a plan that provides all the benefits and coverages without increasing employee co-pays, deductible amounts and/or expenses and costs.

Section 2. Dental/Vision Insurance. ~~B.~~ The City agrees to continue the program of providing ~~single~~ coverage for existing vision and dental insurance except that this benefit will be entirely funded and administered by the City, except as stated herein.

~~The City shall continue to provide family coverage for existing vision and dental insurance. This benefit will be provided in the same manner as the City's single coverage vision and dental insurance (deductible coverage). This benefit will be entirely funded and administered by the City, except as stated herein.~~

Section 3. Life/ADD Insurance. ~~C.~~ The City agrees to continue the program of life, accidental death and dismemberment insurance now in force except that it will be entirely funded and administered by the City. ~~and its value will be increased as follows: Effective January 1, 1999-~~ **twenty thousand dollars (\$20,000).**

Section 4. Insurance Waiver. ~~D.~~ **Effective September 1, 2008,** if any employee elects to refuse the coverage ~~set out~~ **provided** in Section 1(A), then the employee shall be paid the premium

saved by the City, not to exceed ~~the hereinafter stated amounts~~ **one hundred sixty-two dollars and eighty-six cents (\$162.86) per month payable in biweekly increments.** Such election is contingent upon the employee documenting the existence of health care coverage and executing a waiver of the City's group plan and further waiving any action for damages or reimbursement resulting from such election.

MONTHLY AMOUNTS

- ~~1. 12/1/03: One Hundred Forty-one Dollars and Eighty-seven Cents (\$141.87) per month, payable in bi-weekly increments.~~
- ~~2. 12/1/04: One Hundred Forty-six Dollars and Thirteen Cents (\$146.13) per month, payable in bi-weekly increments.~~
- ~~3. 12/1/05: One Hundred Fifty-one Dollars and Ninety-seven Cents (\$151.97) per month, payable in bi-weekly increments.~~

Section 5. Employee Contributions. ~~E. Beginning December 1, 2004, employees shall contribute three percent (3%) of the total premium payments for medical, hospitalization, prescription, vision and dental; however, employee contributions shall not exceed \$10.00 per month for single and \$20.00 per month for families. Any percentage exceeding \$10/\$20 shall be paid by the City entirely.~~

~~Beginning December 1, 2005, employees shall contribute seven percent (7%) of the total premium for medical, hospitalization, prescription, vision and dental; however, employee contributions shall not exceed \$25.00 per month for singles and \$50.00 per month for families. Any percentage amount exceeding \$25/\$50 shall be paid by the City entirely.~~

Effective June 1, 2007, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed thirty-five dollars (\$35.00) per month for single and seventy-five dollars (\$75.00) per month for families. Any percentage exceeding the thirty-five dollars (\$35.00) or seventy-five dollars (\$75.00) contribution, as applicable, shall be paid entirely by the City.

Effective January 1, 2008, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed sixty-five dollars (\$65.00) per month for single and one hundred fifteen dollars (\$115.00) per month for families. Any percentage exceeding the sixty-five dollars (\$65.00) or one hundred fifteen dollars (\$115.00) contribution, as applicable, shall be paid entirely by the City.

Effective January 1, 2009, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed eighty dollars (\$80.00) per month for single and one hundred fifty dollars (\$150.00) per month for families. Any percentage exceeding the eighty dollars (\$80.00) or one hundred fifty dollars (\$150.00) contribution, as applicable, shall be paid entirely by the City.

Section 6. ~~¶~~ The City shall designate a full-time employee who will act as a liaison between the employee and any insurance carrier for all insurance, Workers' Compensation and injured on duty pay.

Section 7. ~~¶~~ The City shall only be allowed to change health carriers ~~for an effective date of January 1 of~~ ***after meeting with the Union to discuss the matter in*** any contract year. ***However, the City agrees that carrier changes shall not be made more than once in any given year. The parties agree that in the event of a carrier change, bargaining unit members will receive credit for monies paid toward the deductible amounts for that plan year.***

Section 8. Notice of Carrier/Coverage Changes. ~~¶~~ Each new employee will be provided a full and complete copy of the insurance policy. Within thirty (30) days of any change of carrier coverage, the City will also provide each employee with all such changes of coverage policy provisions.

Issue #4 **Wages**

The Union proposes the same general wage increases as were given to the other police department bargaining units. It argues that this unit, given that it is the last police department bargaining unit of the negotiations cycle, should follow the wage pattern already established in the police department.

The Employer argues that since the settlement of its patrol and rank unit contracts, circumstances have changed dramatically and the Employer is now extremely concerned about the financial solvency of the general fund if it were ordered to continue with the same wage pattern across all of its other bargaining units. It is now projecting deficits, and it would be remiss if it agreed to a wage package that it could not afford, despite the fact that this is a small bargaining unit. It points out that its population is lowest in per capita and median family income, yet taxed at an extremely high level. It cannot simply raise taxes or other fees to generate funds for wages and benefits of these employees, nor would it be fair to the public were an award to create that type of situation.

Recommendation

While the concerns of the Employer are well taken and a legitimate consideration in the collective bargaining context, the Employer must understand that this unit of fourteen (14) members comes on the heels of slightly more than 215 employees in the police department covered by two (2) other agreements.

As such, it is only equitable to allow the pattern to continue for this unit only on the basis of (1) the small size of this unit (2) the fact that they are in the same department as the other employees (3) the type of work they perform is related to the safety forces, and (4) one (1) of the other units in the department is also represented by the OPBA.

For these reasons the pattern in wages is recommended for this unit only, and this Fact-Finder specifically cautions other units with respect to attempting to use this rationale as the basis for leveraging the pattern elsewhere. The basis for the continuance of the wage pattern is set forth above and limited specifically to those reasons. Were it not for the existence of those criteria, the decision to continue with this wage pattern could have come down with a different result.

For the foregoing reasons, the following language is recommended on the issue of wages:

Section 29-1. Wages. For the duration of the agreement, wages shall be based upon a three (3)-tier wage scale as shown ~~below~~ in Appendix _____. Effective January 1, 2007, bargaining unit members will receive a three percent (3.0%) general wage increase. Effective January 1, 2008, bargaining unit members will receive a four and one-half percent (4.5%) general wage increase. Effective January 1, 2009, bargaining unit members will receive a three percent (3.0%) general wage increase.

APPENDIX ____

WAGE SCHEDULE

<u>Classification</u>	<u>Service</u>	<u>1/1/2007</u>	<u>1/1/2008</u>	<u>1/1/2009</u>
Public Service Emergency Dispatch	Entry	\$16.6393	\$14.2531	\$14.6807
	After 1 Year	\$14.2463	\$14.8874	\$15.3340
Technician (Full & Part-Time)	After 2 Years	\$15.0476	\$15.7247	\$16.1964
	After 3 Years	\$15.8300	\$16.5424	\$17.0387

Conclusion

While this Fact-Finder realizes that neither Party will be fully satisfied with these recommendations, this Report does meet the standard of both

Parties being equally unhappy but cognizant that "sharing in the pain" may be the best that can be accomplished under the circumstances.

Issued: September 22, 2008

Respectfully submitted,

Jared D. Simmer, Esq.

Fact-Finder

attach.

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Consent Report and Recommendations were served upon the following parties, to wit, OPBA (via Mark Volcheck) and the City of Youngstown, Ohio (via Michael Esposito) by United States Post Office overnight mail service, and upon the Ohio State Employment Relations Board (via the Administrator, SERB Bureau of Mediation) by first class mail, this 22d of September, 2008.



Jared D. Simmer, Esq.
Fact-Finder