STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, **Union** **and** **THE CITY OF COLUMBIANA,** **Employer**	**CASE NOS. :** **07-MED-08-0758** **07-MED-08-0759** **07-MED-08-0760** **FACT-FINDER:** **STANLEY B. WIENER** **JANUARY 2, 2008**

A fact-finding hearing was held on November 28 and November 29, 2007, at the Columbiana City Hall, 28 West Friend Street, Columbiana, Ohio.

Representing the Ohio Patrolmen's Benevolent Association ("Union") was JEFFREY PERRY. Also appearing and testifying on behalf of the Union were:

1. Sergeant, JIM EWING;
2. Sergeant, CHRIS DAILEY;
3. Patrolman, DAVID PATTON;
4. Dispatcher, CHRIS BADER

Representing the City of Columbiana ("CITY") were Shirley J. Christian, Esq. And Christopher J. Baronzzi, Esq. Also appearing and testifying on behalf of the City were:

1. KEITH CHAMBERLIN, City Manager;
2. KEVIN SMITH, Finance Director;
3. JOHN KRAWCHYK, Chief of Police

I. BACKGROUND

There are three bargaining units involved in this matter:

1. Sergeants - three members;
2. Police Officers - eight members;
3. Dispatchers - four members

The Union is the exclusive representative of the above units. The current contract is for three years and expires on December 31, 2007.

The parties conducted several negotiations during September, 2007, but were unable to agree on any of the Union or City proposals.

II. MEDIATION

The entire first day of the hearing, November 28, 2007 and a small part of the second day was spent on mediation. Due to the patience and splendid cooperation of both parties most of the Union and City proposals were settled, and an extension agreement pursuant to Ohio Revised Code section 4117.14(G)(11) was executed.

For the record, I am listing those issues agreed upon:

1. Discipline;
2. Workweek;
3. Holiday pay;
4. Sick leave;
5. Shift differential;
6. Attendance bonus;

7. Paycheck errors;

8. Training expense;

9. Special equipment (taser);

10. Uniform allowance;

11. Call out pay;

12. Role of the auxillary

(13. Swimming pool pass)

III. ISSUES AT IMPASSE

A. Vacations;

B. Longevity pay;

C. Wages;

D. Insurance

I am required to take into consideration the factors set forth in Ohio Revised Code section 4117.14(G)7(a) to 7(f). I have done this for all of the issues at impasse. In addition, I have carefully reviewed the exhibits introduced at the hearing by the parties, their Position Statements and testimony.

IV. POSITIONS, FINDINGS AND RECOMMENDATIONS

A. VACATIONS

Article 17, Section 1 of the current contract reads in part as follows:

> "Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

Years of Service with the City	Vacation Days
1 year	Forty (40) hours (pro rata)
2 years	Eighty (80) hours
7 years	One hundred twenty (120) hours
12 or more years	One hundred sixty (160) hours
20 or more years	Two hundred (200) hours
26 or more years	Two hundred forty (240) hours"

The Union's last proposal increased the number of vacation weeks as follows:

Years of Service with the City	Vacation Days
1 year	Forty (40) hours (pro rata)
2 years	Eighty (80) hours
6 years	One hundred twenty (120) hours
12 or more years	One hundred sixty (160) hours
18 or more years	Two hundred (200) hours
25 or more years	Two hundred and forty (240) hours

Union Position:

The proposal is logical in that the increase in weeks off is based primarily on six (6) year increments of service. Also, the proposal is based upon comparable contracts.

City Position:

The last City proposal was follows:

Years of Service with the City	Vacation Days
1 year	Eighty (80) hours (pro rata)
2 years	Eighty (80) hours
6 years	One hundred twenty (120) hours
12 or more years	One hundred sixty (160) hours
18 or more years	Two hundred (200) hours
26 or more years	Two hundred forty (240) hours

Based upon comparable contracts, the City is willing to increase the vacation pay for those with one (1) year of service. It is the City's opinion that the above proposal meets comparable contracts.

Recommendation:

After mediation, the final proposals are almost identical and, when combined, are comparable to most contracts.

Article 17, Section 1 should read as follows:

Years of Service with the City	Vacation Days
1 year	Eighty (80) hours (pro rata)
2 years	Eighty (80) hours
6 years	One hundred twenty (120) hours
12 or more years	One hundred sixty (160) hours
18 or more years	Two hundred (200) hours
25 or more years	Two hundred and forty (240) hours

B. LONGEVITY PAY

Article 19, Section 1 of the current contract reads as follows:

> "**Section 1:** In addition to the base wage, eligible department employees will receive a longevity supplement of one percent (1%) of their base rate for each full year of service in excess of five years as a full-time member of the Police Department. "Full-time member of the Police Department" shall mean credit for all full-time service and up to one year credit for any part-time service with the Department. Such longevity shall be added to the base care of the eligible employee as of January 1 of each year and will be based upon whole years of service completed as of that date. Dispatchers shall be limited to ten (10) years of credited service as a full-time member of the police department."

The City proposes that longevity for Patrolmen, Sergeants and Dispatchers be capped at twenty (20) years.

In addition, the City proposes that all personnel hired after January 1, 2008, shall receive longevity payments as follows in lieu of Section 1:

- Years 5-9 $350 per year
- Years 10-13 $600 per year
- Years 14-18 $850 per year
- Years 19-22 $1,100 per year
- Year 23+ $1,350 per year

City Position:

The one percent (1%) annual longevity supplement is almost unique to Columbiana. It is unusual to have a longevity bonus increase each year after the first five-year period.

As a result, the longevity of the City far exceeds the longevity of comparable cities.

For example, the average hourly base rate of the Patrolmen and Sergeants in 2007 without the longevity supplement is $21.63 and with the supplement, the average hourly rate is $24.29. In 2006, the average base rate without the supplement was $20.80 and with the supplement, the average hourly rate was $23.16. In 2005, the average hourly base rate was $20.14, but with the supplement it was $22.25.

Regarding the Dispatchers, the average hourly base rate for 2007 is $13.91. With the longevity supplement, the average hourly rate is $14.44.

The longer the longevity supplement continues, the larger is the disparity between Columbiana and the comparable cities. This must be capped at 20 years for all union members

Union Position:

Historically, the base rates, without the longevity supplement, have been far below the base rate of comparable cities. The longevity supplement has been an important factor considered by applicants for positions with the City. Also, current employees have remained because they realize that eventually their income would approximate those officers serving in comparable cities.

In the first contract between the parties, the Dispatchers did not receive longevity. The present contract awards longevity, but with a cap of 10 years. There should be no cap. All members of the unit should be treated equally.

Findings:

There is no question that this longevity supplement is quite different from the standard longevity bonus and has probably confused past wage negotiations.

However, the longevity supplement, when added to the base wages, has kept the earnings of the unit on par with comparable units.

The average years of longevity for the Police Officers and Sergeants is 17 years, with some members serving from 24 to 28 years. The average years of longevity for Dispatchers is nine years.

Recommendation:

Based upon the present longevity, I do not recommend a cap for the Police Officers and Sergeants.

I do recommend, at this time, that the dispatchers' longevity be capped at 20 years.

I further recommend that for those hired after January 1, 2008, the longevity provision should be changed. I find that the City's proposal, with slight modifications as to amounts, is reasonable.

I recommend that the following provision be adopted as Section 2 in Article 19:

> "**Section 2.** All eligible department employees hired after January 1, 2008, shall not be entitled to the longevity supplement set forth in Section 1 above; but in lieu thereof, shall receive a longevity supplement based upon years of

service as a full-time member of the Police Department according to the following schedule:"

Years 5-9	$ 600 per year
Years 10-13	$ 720 per year
Years 14-18	$ 950 per year
Years 19-22	$1,200 per year
Years 23 and over	$1,380 per year

C. WAGES

The Union's last proposal was as follows: Sergeant wages to be increased 3.5% *for* 2008; 3.75% for 2009; and, 3.75% for 2010.

The Patrolmen wages to be increased 3.5% for 2008, 2009 and 2010.

The Dispatchers should receive an increase of 4% for 2008, 2009 and 2010.

The City's last proposal was to increase the base wage for all personnel 2.5% for 2008, 2009 and 2010. It also proposed to increase the first year Patrolman's base rate by $1.00.

Union Position:

3.5% was given each year to the AFSME bargaining unit in their present contract. It was granted without outside mediation. Police should be treated at least as well as other City employees.

The Dispatchers and Sergeants have not kept pace with their counterparts in comparable cities.

City Position:

The entire unit has at least five years of service and, therefore, receives an automatic 1% raise each year. Therefore, the City's last proposal is in effect a 3.5%

increase each year, which is compared to increases given in the surrounding cities through the County.

In 2007, with overtime, the average annual income for Police Officers and Sergeants will be $61,073; while Dispatchers will earn an average of $33,449.

The percentage increases given to AFSME members, cannot be compared to the actual wage received by the two groups.

Findings:

The rates paid Dispatchers and Sergeants are not on a par with the rates paid by comparable cities.

The rank differential between Sergeants and Patrolmen is lower for Columbiana as compared to Weaver, Salem, Canfield and Poland.

The City's offer of 2.5% across the board is below what was given in 2005, 2006 and 2007.

If the Union members are to contribute to the cost of health insurance they cannot be compensated pursuant to the City's last proposal.

Recommendations:

Effective January 1, 2008, the Dispatchers shall receive increases in their base rates as follows: 4% for 2008; 3.5% for 2009; 3.5% for 2010.

Effective January 1, 2008, the Patrolmen shall receive increases in their base rates as follows: 3.5% for 2008, 3.25% for 2009 and 3.25% for 2010. Also, the base rate for first year Patrolmen shall be increased $1.00.

Effective January 1, 2008, the Sergeants shall receive increases in their base rate as follows: 3.75% for 2008; 3.5% for 2009; and 3.5% for 2010.

D. INSURANCE

Article 22, Sections 1, 2 and 3 read as follows:

"**Section 1.** Premiums for medical insurance coverage for a spouse and/or family members of bargaining unit employees who elect coverage shall be paid by the employer, subject to the provisions below.

Section 2. The current plan shall remain in effect through June 30, 2003, except that Prescription Drug deductible will change to $25 non-generic and $10 generic effective upon execution of the contract. Each employee and eligible dependent will have the following amounts credited to them as an insurance flex plan each calendar year. The amounts may be used for dental and vision care. The amounts may be for other health care costs as approved by the insurance administrator.

1st Year of Contract	2nd Year of Contract	3rd Year of Contract
$50.00	$85.00	$100.00"

Section 3. The Employer agrees to pay up to one hundred ten percent (110%) of the cost for providing health insurance and stop loss coverage for such health insurance based upon the previous plan year (May 1 - April 30), as established by the Actuaries for the fund. Should the cost increase more than one hundred ten percent (110%), the Employer shall pay the first ten percent (10%) of the increase, and fifty percent (50%) of any remaining increase. Employees enrolled in the plan shall pay the remaining fifty percent (50%) of the excess over one hundred ten percent (110%) through payroll deduction, in amounts for family and single coverage as determined by the Actuaries for the fund.

The City's last proposal after mediation was as follows:

Unit members' healthcare contributions should be for a family, $100.00 per month for year 1; $150.00 per month in year 2; $200 per month in year 3. For a single person, $50.00 per month in year 1; $100.00 per month in year 2; $150.00 per month in year 3.

Commencing January 1, 2009, the Prescription Drug deductible will change to $40.00 for non-generics. The Flex Plan referred to in Section 2 shall continue as is.

The last proposal from the Union was that the Flex Plan should be deleted and in its place, they request the AFSME vision and dental coverage.

In Section 3, they offer to reduce the "Employer's" initial contribution from 110% to 108%. The cap on the Employee's contribution shall be $25.00 for a single member and $50.00 for family coverage. The changes in percent and cap are not to take effect until all the City employees agree to, or have, the language imposed upon them.

City Position.

While over the past years the health insurance costs have rapidly escalated, the entire cost has been borne by the City.

The City has not asked the Union to contribute, even though on occasion, the increase did exceed 110%.

The monthly premium for the family has increased over the past four years from $1,058.00 to $1,537.00; and the individual rate has increased from $471.00 per month to $627.00.

It has not been easy for the City to keep the costs down, and its reasonable to expect the City to maintain its present program without help from the Union.

The premium expense for the Police between 2004 and 2005 increased 12%; and between 2005 and 2006, increased 35% (from $175,000.00 to $236,000.00).

In the surrounding communities, the employees, for many years, have been required to bear a portion of their health insurance care (East Palestine, Salem, Willard, Newton Falls, East Liverpool).

Union Position.

The Union acknowledges the increase in health insurance costs and that in many jurisdictions the employees are required to contribute. The Union did agree in previous negotiations to pay a portion of the premiums if the City was unable to maintain the annual increase below 110%. The Union would have paid its share if in any one year the City advised it that the premium exceeded 110%. The City never informed it.

The City's proposal is excessive. The Flex Plan does not compare wtih the vision and dental plan negotiated with AFSME. The City pays approximately $39.00 per month per employee.

We believe the AFSME employees are being treated better than the police department employees.

Findings:

One need not belabor the point that the cost of health insurance has increased dramatically over the past years. Today it is unusual to find a city where the employees do not contribute to the insurance premiums.

Unfortunately, the present contract could have annual increases of 9.9% for years and the employees would not be required to contribute. Between 2004 and 2007, the monthly premium for a family has increased from $1,058.00 to $1,537.00.

I do not have the details, including benefits, of the AFSME Vision and Dental Program, other than the monthly charge of $39.00 paid by the City. I have no way to compare the program with the City's Flex Plan, which can be used for dental and vision care.

Recommendation:

1. Effective January 1, 2009, increase the non-generic deductible charge to $40.00.

2. The Flex Plan shall continue. The annual credits for each employee and eligible dependent shall be $150.00 in 2008; $175.00 in 2009; and $200.00 in 2010.

3. Delete present Section 3, effective January 1, 2008. In new Section 3 requiring the employee to pay 10 percent (10%) of the monthly cost, with a monthly cap for family coverage of $70.00 for 2008; $80.00 for 2009; and $90.00 for 2010.

For single coverage, the monthly cap shall be $30.00 for 2008; $40.00 for 2009; $50.00 for 2010.

The amended sections shall read as follows:

> "**Section 2:** The current plan shall remain in effect, except that the Prescription Drug deductible will change to $40.00 effective January 1, 2009. The current $10.00 generic deductible shall remain in effect. Each employee and eligible dependent will have the following amounts credited to them as an insurance flex plan each calendar year. The amounts may be used for dental and vision care. The amounts may be used for other health care costs as approved by the insurance administration.

1st Year of Contract	2nd Year of Contract	3rd Year of Contract
$100.00	$150.00	$200.00"

"**Section 3:** Effective January 1, 2008, the employees shall contribute through payroll deductions, 10 percent (10%) of the monthly cost for health insurance, provided however, that the maximum employee contribution shall be as follows:

Calendar Year	Maximum Employee Contribution
2008	\$70.00 Family Coverage \$30.00 Single Coverage
2009	\$80.00 Family Coverage \$40.00 Single Coverage
2010	\$90.00 Family Coverage \$50.00 Single Coverage"

Respectfully Submitted,

STANLEY B. WIENER
FACT-FINDER

CERTIFICATE OF SERVICE

True copies of the foregoing report were sent this 7th day of January, 2008, by Federal Express to the following:

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