

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD

2008 SEP 19 P 1:29

In The Matter of Fact-Finding  
Between

The Ohio Patrolmen's Benevolent Association

-And-

City of Fairlawn

RE: Case No. 07-MED-09-0923

FACT-FINDER: John Babel Jr., PhD

Representatives

For Union

Kevin Powers, Esq.  
10147 Royalton Rd., Suite J  
Box 338003  
North Royalton, Ohio 44133

For City

Kevin Campbell, Esq.  
4065 Fairway Drive  
Medina, Ohio 44256

## INTRODUCTION

The fact-finder was contacted under the auspices of The Ohio State Employment Relations Board to assist in the negotiated procedures between The Ohio Patrolmen's Benevolent Association and The City of Fairlawn. The most recent Collective Bargaining Agreement was effective January 1, 2003 through December 31, 2007. Both parties on November 15, 2007 agreed to extend the date for the Fact Finding report to March 1, 2008. The parties waive the provisions of R.C. 4117.14(G)(11) in regard to all matters of compensation or with cost implications which may be awarded by a conciliator in accordance with Chapter 4117 of the Ohio Revised Code, and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to January 1, 2008. This date was extended, both parties agreeing to meet on August 15, 2008. This by mutual agreement was moved to September 12, 2008, than to October 12, at which time the fact-finding hearing was held at Fairlawn City Hall.

Fairlawn city is a small city located between Akron and Cleveland, Ohio. The bargaining unit is comprised of 9 employees.

## HEARING

Both parties agreed that four issues were unresolved and required a fact-finder opinion. The issues are seniority incentive, wages, insurance and incentive programs. Both parties presented evidences relating to each issue in a positive and helpful manner. The fact-finder thanks both parties for their professionalism and courtesy.

In reporting the conclusion of this hearing the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14(4) (e) and Rule 4117-9-05(a) past collectively bargained agreement between the parties: (b) comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving considerations to factors peculiar to the area and classification involved: (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and effect of the adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (e) stipulations of the parties; (f) 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.

ISSUE I – ARTICLE 26 SENIORITY INCENTIVE

Union Position

Section 26.1 Each employee who accumulates the following years of service shall be entitled to the following annual amounts:

5 – 9 years	\$500
10 – 14 years	\$750
15 – 19 years	\$1,000
20+	\$1,250

Sections 26.2 and 26.3 – current language.

City's Position

During the first year of this Agreement (January 1, 2008 through December 31, 2008) the language, terms and conditions under Article 26, Seniority Incentive shall remain as they were during the previous Agreement (January 1, 2005 through December 31, 2007).

Effective January 1, 2009, the language terms and conditions listed below shall take effect for the duration of this Agreement.

Section 26.1 Seniority Incentive. Each employee who accumulates the following years of service shall be entitled to the following amounts:

8 years	\$250.00
12 years	\$750.00
15 years	\$1000.00
20 years	\$1,250.00

Each of these payments shall be made one time on the last payroll of the calendar year in which the employee becomes eligible for such payment.

Sections 26.2 and 26.3 – current language.

Discussion

The union seeks parity with the fire department. The city's position is this adjustment, tied to wage increases provided parity.

FACT-FINDER'S RECOMMENDATION

**ARTICLE 26**  
**SENIORITY INCENTIVE**

During the first year of this Agreement (January 1, 2008 through December 31, 2008) the language, terms and conditions under Article 26, Seniority Incentive shall remain as they were during the previous Agreement (January 1, 2005 through December 31, 2007).

Effective January 1, 2009, the language terms and conditions listed below shall take effect for the duration of this Agreement.

Section 26.1 Seniority Incentive. Each employee who accumulates the following years of service shall be entitled to the following amounts:

8 years, but less than 12 years	\$250.00 per year
12 years, but less than 15 years	\$750.00 per year
15 years, but less than 20 years	\$1,000.00 per year
20 years or more	\$1,250.00 per year

Each of these payments shall be made one time on the last payroll of the calendar year in which the employee becomes eligible for such payment.

Sections 26.2 - 26.3 Current Language/No Change.

Rationale

This is part of a total economic package.

ISSUE 2 ARTICLE 28 – WAGES

Union Position

Section 28.1 Beginning January 1, 2008 all employees shall be paid an annual salary as follows:

	1/1/08 (3%)	1/1/09 (3.75%)	1/1/10 (3.75%)
Year 1	36,384.30	37,748.71	39,164.28
Years 2	38,021.58	39,447.39	40,926.67
Years 3	39,732.57	41,222.54	42,768.39
Years 4+	41,520.52	43,077.53	44,692.94

City's Position

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**Section 28.1 Wages.** Effective January 1, 2008, all employees shall be paid an annual salary as follows:

**\*This reflects an increase of 3%.**

Less than two years experience	\$36,384.30
More than two and less than four years experience	\$38,021.58
More than four and less than eight years experience	\$39,732.57
More than eight years experience	\$41,520.52

**Section 28.2 Wages.** Effective January 1, 2009, all employees shall be paid an annual salary as follows:

**\*This reflects an increase of 3%.**

Less than two years experience	\$37,475.83
More than two and less than four years experience	\$39,162.23
More than four and less than eight years experience	\$40,924.55
More than eight years experience	\$42,766.13

**Section 28.3 Wages.** Effective January 1, 2010, all employees shall be paid an annual salary as follows:

**\*This reflects an increase of 3%.**

Less than two years experience	\$38,600.10
More than two and less than four years experience	\$40,337.10
More than four and less than eight years experience	\$42,152.28
More than eight years experience	\$44,049.11

Discussion

This is an economic issue with union requesting an increase in basic wages plus a reduction in years needed to move to a higher salary step. The city offered a lower wage increase with no change in steps.

FACT-FINDERS RECOMMENDATION

**ARTICLE 28  
WAGES**

Section 28.1 Wages. Effective January 1, 2008, all employees shall be paid an annual salary as follows:

\*This reflects an increase of 3.0%.

Less than two years experience	\$36,384.30
More than two and less than four years experience	\$38,021.58
More than four and less than eight years experience	\$39,732.57
More than eight years experience	\$41,520.52

Section 28.2 Wages. Effective January 1, 2009, all employees shall be paid an annual salary as follows:

\*This reflects an increase of 3.75%.

Less than two years experience	\$37,748.71
More than two and less than four years experience	\$39,447.39
More than four and less than eight years experience	\$41,222.54
More than eight years experience	\$43,077.53

Section 28.3 Wages. Effective January 1, 2010, all employees shall be paid an annual salary as follows:

\*This reflects an increase of 3.75%.

Less than two years experience	\$39,164.28
More than two and less than four years experience	\$40,926.67
More than four and less than eight years experience	\$42,768.39
More than eight years experience	\$44,692.94

Rationale

This is an economic issue in which the 3%, 3.75% and 3.75% increase based upon the present step schedule which is a compromise

ISSUE 3 ARTICLE 30 – INSURANCE

Union's Position

Current contract language

City's Position

**REPLACE CURRENT CONTRACT LANGUAGE WITH THE FOLLOWING:**

Section 30.1. City/Employee Contributions.

A. Health Insurance.

1. The contribution toward the health insurance premium in 2008 shall be as follows: (a) the employee shall pay \$10.00 per month for single coverage and \$20.00 per month for employee/child(ren), employee/spouse and family coverage; and (b) the City shall pay the premium balance above the employee's contribution.

2. Effective January 1, 2009, employees shall pay the following health insurance premium contributions:

<u>Effective Date</u>	<u>% of Monthly Premium</u>
January 1, 2009	3.0%
January 1, 2010	a) 3.5% of premium capped at premium increases up to 10% of premium; and,  b) ½ of premium increases greater than 10% but capped at 15%

3. The employee's contribution toward the health insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

B. Dental Insurance.

1. The City shall pay 100% of the cost of the dental insurance premium in 2008.

2. Effective January 1, 2009, employees shall pay the following

health insurance premium contributions:

<u>Effective Date</u>	<u>% of Monthly Premium</u>
January 1, 2009	3.0%
January 1, 2010	a) 3.5% of premium capped at premium increases up to 10% of premium; and,  b) ½ of premium increases greater than 10% but capped at 15%

3. The employee's contribution toward the dental insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

Section 30.2. HSAs. If Health Savings Accounts (HSAs) are offered, the City will fund a participating employee's HSA at the level of up to but not more than 100% of the deductible. The City's contribution will be from the premium savings for the plan selected, generated by the employee's participation in a qualifying High Deductible Health Plan. The City will retain: (a) any premium savings remaining after funding an HSA at 100% of the deductible; and (b) any HRA balances that are not spent down as permitted by federal law by any employee enrolled in an HSA plan. HSA funding will be prorated monthly. For purposes of this Section, deductible means the in-network deductible for the HSA plan enrolled in.

Section 30.3. HRAs. Health Reimbursement Accounts (HRAs) will be maintained and funded by the City for the duration of this Agreement at the levels in effect as of the effective date of this Agreement (\$2,000 for family/\$1,000 for single), subject to applicable federal regulations governing HRAs. An employee may carry over up to half of the annual funded amount (\$1,000 for family/\$500 for single) of his HRA annually. This carry over will not count towards the amount the HRA is funded annually, however, the maximum funding in an account including the carry over is limited to \$3,000 for family/\$1,500 for single. In any year in which an employee is enrolled in an HSA plan, such employee will not receive the HRA contribution described in this Section. HRA balances are not subject to rollover into an HSA.

Section 30.4. Vision/Dental. In addition to the HSA described in Section 30.2 and the HRA described in Section 30.3, the City shall reimburse employees up to One Hundred Fifty Dollars (\$150.00) per year for qualified vision care expenses and/or for qualified unreimbursed dental care expenses as permitted by IRS regulations. This vision/dental benefit does not carry over but increases the maximum funding levels in Section 30.3 by \$150 and may be administered with an HSA or HRA as permitted by applicable IRS regulations. The employee shall provide the City with a receipt as proof of the cost of eye care services and unreimbursed dental care expenses.

Section 30.5. Life Insurance. The City shall provide life insurance for the bargaining unit members. The amount of life insurance shall be \$50,000.00. Employees may purchase at their own cost additional life insurance, if such option is offered.

Section 30.6. Changes in Eligibility. Any time a circumstance occurs which changes any insurance coverage eligibility (e.g., marriage, divorce, birth of child, dependent no longer eligible, etc.,) for a covered employee and/or family member, the employee shall notify the Finance Department, in writing, with appropriate documentation, of such change within ten (10) calendar days of the event so the appropriate changes may be made to ensure proper insurance requirements and time-lines are met.

Section 30.7. Cash Waiver Incentives.

A. If there is one health insurance plan offered by the City and an employee voluntarily waives coverage or opts for less coverage than what the employee is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings generated by the employee's participation in the cash waiver program.

B. The following scenarios apply if there is more than one health insurance plan offered by the City:

1. If an employee voluntarily waives coverage that he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings for the most expensive health insurance plan offered by the City.
2. If an employee voluntarily opts for less coverage than what he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings within the plan selected by the employee (i.e., any cash waiver incentives provided under any plan other than the plan selected are not applicable and may not be combined with the employee's cash waiver incentive).

C. Cash waiver incentives shall not be paid more than once to the same employee (i.e., there shall be no pyramiding of this benefit).

D. The cash waiver election may occur during open enrollment or when a "qualifying event" occurs (e.g., birth or adoption of a child, marriage, loss of coverage due to spouse's separation from employment, divorce, death, etc.), provided that no cash waiver election may be made on a retroactive basis. Cash waiver payments shall be paid monthly and shall be prorated, based upon the 12-month calendar year (January 1 –

December 31).

E. HRA funds shall be available to employees who waive coverage on the same terms as employees who elect health insurance coverage through the City for which an HRA is provided, subject to the rules for funding HRAs established by the applicable federal regulations.

F. Life insurance and dental insurance coverage shall be available to employees who waive health insurance coverage on the same terms as employees who elect health insurance coverage through the City.

G. Prior to making a cash waiver election, interested eligible employees shall submit verification to the City's Finance Department that the affected persons (employee and, if applicable, eligible dependents) are covered under other health insurance without a lapse in coverage as a result of the cash waiver election.

H. In waiving or opting for less coverage, employees shall be solely responsible to know, fully investigate and understand the differences between the City's coverage and the health care coverage which they have selected when opting out of the City's coverage, and for determining that the coverage which they have selected when opting out of the City's coverage is satisfactory to meet their needs.

Section 30.8. Married/Spouse Employees. City employees who are married to each other and are otherwise eligible for health insurance through the City shall be eligible to receive, if they have no eligible dependents, either two single plans (one each) or one employee/spouse plan; or, if they have one or more eligible dependents, either one shared family plan or one single plan and one employee/child(ren) plan.

Section 30.9 Health Insurance Committee.

A. The bargaining unit agrees to participate in a City-wide Health Insurance Committee, which shall meet at least once per quarter per year in order to address the rising cost of the City's health and/or dental insurance coverage and to explore options to contain the cost of such coverage. The Committee shall annually elect a Chairperson who shall be a voting member of the Committee and shall schedule the Committee's meetings and arrange for notice of the meetings to all Committee members. If the Committee is unable to elect a Chairperson, the Chairperson shall be appointed at random from among the Committee's voting members. There shall be no subcommittees of the Health Insurance Committee.

B. The Committee shall consist of voting members and non-voting members. The Committee's voting members are: one member

representing the City's full-time non-bargaining employees; one member from the FOP representing the full-time Patrol Officers and Sergeants; one member from the IAFF representing the full-time Fire/Medics and Lieutenants; one member from the IBT representing the full-time Laborers and Supervisors; and one member from the OPBA representing the full-time Communications Specialists (the Union designations are subject to change if any different employee organizations are subsequently recognized by SERB). All voting members of the Committee shall be participants in the City's health and dental insurance coverage. The Committee's non-voting members are: the Mayor or designee, the Finance Director or designee, the Law Director or designee, and the City's insurance agent/consultant as appointed by the Mayor.

C. The Committee shall have the authority to direct the City's insurance agent/consultant to obtain proposals. The Committee shall have the authority to decide, by a majority vote of its full voting members, the health and/or dental insurance coverage options available to the City's full-time employees. However, unless the Committee obtains the Mayor's express written approval, the Committee shall not have the authority to select any coverage/option (a) involving self-insurance by the City or (b) the City joining any insurance pool, group or consortium. In selecting health and/or dental insurance coverage options, the Committee shall contain the cost at a maximum increase of a 15% per year. Any health and/or dental insurance cost increase greater than 10.0% after 2009 will be shared equally by the employees and the City. If in any year the Committee is unable to reach a decision involving the selection of health and/or dental coverage within the City's normal time-frame for renewal, the Mayor shall be authorized to decide and implement the coverage, provided that: (a) the cost for the coverage does not increase more than 15%; and (b) the coverage was a plan that was considered by the Committee.

### Discussion

The city during this collective bargaining session has tackled this most difficult issue, health insurance in a uniform way and to-date two unions, teamsters and IAFF have agreed to the proposal the city has submitted in this collective bargaining session. This proposal has status quo for 2008 with employees contributing to premiums in 2009 and 2010 with spending caps.

FACT-FINDER'S RECOMMENDATION

**ARTICLE 30  
INSURANCE**

**REPLACE CURRENT CONTRACT LANGUAGE WITH THE FOLLOWING:**

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2. Effective January 1, 2009, employees shall pay the following health insurance premium contributions:

<u>Effective Date</u>	<u>% of Monthly Premium</u>
January 1, 2009	3.0%
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3. The employee's contribution toward the health insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

B. Dental Insurance.

1. The City shall pay 100% of the cost of the dental insurance premium in 2008.
2. Effective January 1, 2009, employees shall pay the following health insurance premium contributions:

<u>Effective Date</u>	<u>% of Monthly Premium</u>
-----------------------	-----------------------------

January 1, 2009  
January 1, 2010

3.0%  
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Section 30.5. Life Insurance. The City shall provide life insurance for the bargaining unit members. The amount of life insurance shall be \$50,000.00. Employees may purchase at their own cost additional life insurance, if such option is offered.

Section 30.6. Changes in Eligibility. Any time a circumstance occurs which changes any insurance coverage eligibility (e.g., marriage, divorce, birth of child, dependent no longer eligible, etc.) for a covered employee and/or family member, the employee shall notify the Finance Department, in writing, with appropriate documentation, of such change within ten (10) calendar days of the event so the appropriate changes may be made to ensure proper insurance requirements and time-lines are met.

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B. The following scenarios apply if there is more than one health insurance plan offered by the City:

1. If an employee voluntarily waives coverage that he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings for the most expensive health insurance plan offered by the City.
2. If an employee voluntarily opts for less coverage than what he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings within the plan selected by the employee (i.e., any cash waiver incentives provided under any plan other than the plan selected are not applicable and may not be combined with the employee's cash waiver incentive).

C. Cash waiver incentives shall not be paid more than once to the same employee (i.e., there shall be no pyramiding of this benefit).

D. The cash waiver election may occur during open enrollment or when a "qualifying event" occurs (e.g., birth or adoption of a child, marriage, loss of coverage due to spouse's separation from employment, divorce, death, etc.), provided that no cash waiver election may be made on a retroactive basis. Cash waiver payments shall be paid monthly and shall be prorated, based upon the 12-month calendar year (January 1 – December 31).

E. HRA funds shall be available to employees who waive coverage

on the same terms as employees who elect health insurance coverage through the City for which an HRA is provided, subject to the rules for funding HRAs established by the applicable federal regulations.

F. Life insurance and dental insurance coverage shall be available to employees who waive health insurance coverage on the same terms as employees who elect health insurance coverage through the City.

G. Prior to making a cash waiver election, interested eligible employees shall submit verification to the City's Finance Department that the affected persons (employee and, if applicable, eligible dependents) are covered under other health insurance without a lapse in coverage as a result of the cash waiver election.

H. In waiving or opting for less coverage, employees shall be solely responsible to know, fully investigate and understand the differences between the City's coverage and the health care coverage which they have selected when opting out of the City's coverage, and for determining that the coverage which they have selected when opting out of the City's coverage is satisfactory to meet their needs.

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Section 30.9 Health Insurance Committee.

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B. The Committee shall consist of voting members and non-voting members. The Committee's voting members are: one member representing the City's full-time non-bargaining employees; one member from the FOP representing the full-time Patrol Officers and Sergeants; one member from the IAFF representing the full-time Fire/Medics and

Lieutenants; one member from the IBT representing the full-time Laborers and Supervisors; and one member from the OPBA representing the full-time Communications Specialists (the Union designations are subject to change if any different employee organizations are subsequently recognized by SERB). All voting members of the Committee shall be participants in the City's health and dental insurance coverage. The Committee's non-voting members are: the Mayor or designee, the Finance Director or designee, the Law Director or designee, and the City's insurance agent/consultant as appointed by the Mayor.

- C. The Committee shall have the authority to direct the City's insurance agent/consultant to obtain proposals. The Committee shall have the authority to decide, by a majority vote of its full voting members, the health and/or dental insurance coverage options available to the City's full-time employees. However, unless the Committee obtains the Mayor's express written approval, the Committee shall not have the authority to select any coverage/option (a) involving self-insurance by the City or (b) the City joining any insurance pool, group or consortium. In selecting health and/or dental insurance coverage options, the Committee shall contain the cost at a maximum increase of a 15% per year. Any health and/or dental insurance cost increase greater than 10.0% after 2009 will be shared equally by the employees and the City. If in any year the Committee is unable to reach a decision involving the selection of health and/or dental coverage within the City's normal time-frame for renewal, the Mayor shall be authorized to decide and implement the coverage, provided that: (a) the cost for the coverage does not increase more than 15%; and (b) the coverage was a plan that was considered by the Committee.

## RATIONALE

This is a most difficult and challenging issue, especially in a small city and this plan does provide flexibility and has dollar caps for employees.

## ISSUE 4 – ARTICLE 37 – INCENTIVE PROGRAMS

### Union's Position

Sections 37.1 – 37.3 – current language

Section 37.4 Deputy Clerk of Court Stipend. Bargaining unit employees who meet the eligibility requirements in this Section shall receive an annual lump sum payment of One Thousand Dollars (\$1,000.00) in the first pay period following the employee's anniversary date. To be eligible, the employee must have: (a) completed at least one year

of full-time service as an employee with the Fairlawn Communications Department; (b) been employed in active pay status and not on a leave of absence as of the payment date; and (c) submitted proof to the Police Chief or his designee of possessing valid, current sworn appointments as Deputy Clerk of Court with the Akron Municipal Court.

#### City's Position

Section 37.4 Deputy Clerk of Court/LEADS Stipend. Bargaining unit employees who meet the eligibility requirements in this Section shall receive an annual lump sum payment of One Thousand Dollars (\$1,000.00) in the first pay period following the employee's anniversary date. To be eligible, the employee must have: (a) completed at least one year of full-time service as an employee with the Fairlawn Communications Department; (b) been employed in active pay status and not on a leave of absence as of the payment date; (c) submitted proof to the Police Chief or his designee of possessing valid, current sworn appointments as Deputy Clerk of Court with the Akron Municipal Court, and (d) been fully LEADS certified. No portion of the stipend will be paid if the employee lacks either the Deputy Clerk of Court appointment or full LEADS certification. Effective December 31, 2008 this benefit shall cease.

#### Discussion

The law changed thus the need to redefine this language so all employees are eligible for this incentive. The union wants to keep the annual payment but the city, due to the economic increases such as wages and health insurance , proposed discontinuing this incentive to be in parity with other bargaining units.

#### FACT-FINDER'S RECOMMENDATION

### **ARTICLE 37 INCENTIVE PROGRAMS**

Sections 37.1 - 37.3 Current Language/No Change.

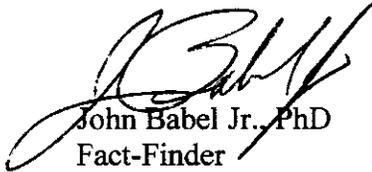
Section 37.4 Deputy Clerk of Court/LEADS Stipend. Bargaining unit employees who meet the eligibility requirements in this Section shall receive a lump sum payment of One Thousand Dollars (\$1,000.00) in 2008; Five Hundred Dollars (\$500.00) in 2009; and One Thousand Dollars (\$1,000.00) in 2010. The payments will be made in the first pay period following the employee's anniversary date. To be eligible, the employee must have: (a) completed at least one year of full-time service as an employee with the Fairlawn Communications Department; (b) been employed in active pay status and not on a leave of absence as of the payment date; (c) submitted proof to the Police Chief or his designee of possessing valid, current sworn appointments as Deputy Clerk of Court with the Akron Municipal Court; and (d) been fully LEADS certified. No portion of the stipend will be

paid if the employee lacks either the Deputy Clerk of Court appointment or full LEADS certification.

Rationale

Both parties agreed to language and the stipend of \$1000 in 2008, \$500 in 2009 and \$1000 in 2010 is parity between bargaining groups.

Signed and dated September 17, 2008



John Babel Jr., PhD  
Fact-Finder

This report was overnight mailed to both parties on Wednesday, September 17, 2008 and mailed to SERB, 65 East State Street, Columbus, Ohio 43215-5213