

**MEDIATED SETTLEMENT REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
March 11, 2011**

In the Matter of:

2010-MED-09-1040, 1041

FRATERNAL ORDER OF POLICE : Case No.: ~~07~~-MED-09-1040 + 1041
OHIO LABOR COUNCIL, INC. :
Employee Organization :
and: :
: :
CITY OF HILLSBORO, OHIO : (Fact Finder Howard Tolley)
Employer :
|

APPEARANCES

FRATERNAL ORDER OF POLICE, OLC.

Mark Scranton, Staff Representative, FOP, Ohio Labor Council
Tim L. Bell, Officer Hillsboro Police Department
Pam Reid, Dispatcher Hillsboro Police Department

CITY OF HILLSBORO

Dick Zink, Mayor
Kathrun Hapner, Deputy Director of Law
Ralph Holt, Safety Service Director

Introduction

At 9 a.m. on Tuesday March 8, 2011 the parties convened for a fact finding hearing at the Hillsboro City building and agreed to the fact finder's offer of mediation.

By 1:00 p.m. the parties had reached agreement on all outstanding issues subject to ratification by the Hillsboro City Council and the FOP membership no later than Friday March 18.

If the tentative agreement detailed in this settlement report is accepted and ratified by both parties, the FOP will withdraw its pending Article 20 health insurance grievance.

ARTICLE 16 WAGES

Section 16.1 Wage Steps

A. Effective July 1, 2011, all employees covered by this agreement shall be paid in accordance with the following schedule which reflects a **1%** increase:

B. Effective January 1, 2012, all employees covered by this agreement shall be paid in accordance with the following schedule which reflects the % increase awarded to AFSCME represented employees commencing September 1, 2012 in the second year of their agreement.

~~DELETE Section 16.6 Re-Opener~~

~~The parties agree that the terms of Article 16, Wages, shall remain in effect until December 31, 2010. The parties agree that upon the written request of either party, the terms of Article 16, Wages, shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. The parties agree that only Article 16, Wages, and Article 20, Health Insurance, are subject to re-opening on or before December 31, 2010.~~

ARTICLE 20 INSURANCE

Section 20.1 Health Insurance

The City shall continue to offer to each bargaining unit employee medical and hospitalization insurance coverage, **pursuant to the same terms and conditions as insurance is offered to all other City employees, except where such terms and conditions are expressly modified by this Article.**

~~either Single or Family coverage.~~ The City shall provide the same or substantially similar level of benefits (including employee co-pays) for medical and hospitalization insurance coverage as the prior years' insurance plan.

In the event the City offers a Health Savings Account (HSA) or similar Health Reimbursement Account (HRA), the City shall pay 95% of the cost of the employee's insurance premium in 2011, regardless of the plan selected, and will pay 75% of the deductible in both 2011 and 2012. Effective January 1, 2012 the city's premium payment will be adjusted so that the city's total premium and deductible expenses for FOP employees are no greater than the city's expenses for represented firefighters using the same method that was used to calculate the employees' premium contributions of 5% in 2011. All bargaining unit members ineligible for an HSA will pay the same % of the premium as all other insured city employees ineligible for the HSA plan.

~~upon signing, employees shall contribute five percent (5%) of the monthly insurance premium not to exceed sixty five dollars (\$65) per month for Family coverage and twenty five dollars (\$25) for single coverage. Effective January 1, 2012, employees shall contribute five percent (5%) of the monthly insurance premium, not to exceed ninety five dollars (\$95) per month for Family coverage and thirty five dollars (\$35) for Single coverage.~~

C. Bargaining unit employees who decide not to enroll in the City's medical and hospitalization insurance coverage plan, shall receive payment in the amount of **\$300 per month for single coverage or \$800 per month for all other coverage. Employees who elect not to enroll in 2011 will have the city's January payments made to their health savings account deductible redesignated as their monthly payments.**

~~Section 20.6 Re-Opener~~

~~The parties agree that the terms of Article 20, Health Insurance, shall remain in effect until December 31, 2010. The parties agree that upon the written request of either party, the terms of Article 20, Health Insurance, shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. The parties agree that only Article 16, Wages, and Article 20, Health Insurance, are subject to re-opening on or before December 31, 2010.~~

Remaining Articles

All articles unopened by the parties and those Articles tentatively agreed to and resolved in negotiations and by mediation should be included in the agreement.

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 Conciliator appreciates the courtesy extended by all individuals involved in the process.

Howard J Tolley

March 11, 2011

Howard Tolley, Jr., SERB Fact Finder

Date

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Mediated Settlement Report has been sent by electronic transmission to Mark Scranton, Staff Representative, FOP, Ohio Labor Council markscranton.fopolci@yahoo.com and to Kathryn Hapner khapner@Hapnerlaw.com and to Mary.Laurent@serb.state.oh.us Bureau of Mediation, SERB, 65 East State St., 12th Floor, Columbus, OH 43215-4213 this 11th day of March, 2011.

Howard J Tolley

Howard Tolley, Jr,