STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT FINDING BETWEEN:

CITY OF NILES, OHIO) Case No. 12-MED-05-0539
)
Employer) Date of Hearing: January 26, 2013
) Date of Report: February 15, 2013
and)
)
FRATERNAL ORDER OF POLICE,)
Ohio Labor Council, Inc.) Meeta Bass Lyons, Fact Finder
)
Employee Organization)

FACT FINDER'S REPORT AND RECOMMENDATIONS

APPEARANCES:

For City Of Niles:

Attorney Matthew J. Blair, Principal Representative
Attorney Terry Dull, City Law Director
Mayor Ralph Infante

For Fraternal Order of Police, Ohio Labor Council Inc.:

Mr. Otto Holm, Jr., Staff Representative
Mr. Jim Robbins, Member
Mr. Richard Bailey, Member

INTRODUCTION

Case Background

This case is a fact-finding proceeding between the City of Niles, hereinafter referred to as the City or Employer and the Fraternal Order of Police, Ohio Labor Council, Inc, hereinafter referred to as the FOP or Union. On November 6, 2012, the State Employment Relations Board (SERB) appointed Meeta Bass Lyons as the Fact Finder.

By agreement of the parties, a fact-finding hearing was held on January 26, 2013, 9:00A.M., at the Niles Municipal Court Building located at 34 West State Street, Niles, Ohio, 44446. Both parties submitted the required pre-hearing statements in a timely manner. At the hearing the Employer was represented by Attorney Matthew Blair, along with Terry Dull, the City Law Director, and Mayor Ralph Infante. Mr. Otto Holm, Jr., Staff Representative for the FOP, along with the unit members, represented the Union. At the conclusion of the hearing, the parties agreed that the Fact Finder would issue her report on February 13, 2013. The parties later submitted an extension for the report until February 15, 2013.

On the day of the hearing, a good faith effort was made to resolve the remaining issues through mediation as mandated by the Ohio Revised Code, Ohio Administrative Code and the policies of SERB. The parties were successful in reaching tentative mediated agreements on Article 47.1(A) regarding Duration of Agreement. The parties were not able to agree on the remaining open issues and the fact-finding hearing was commenced to consider those issues.

The parties presented evidence and arguments in support of their positions on the open issues. The remaining unresolved issues addressed by both parties at the hearing were:

• Article 16, Section 1:	Vacations
• Article 16, Section 7:	Sell Back of Vacations
• Article 16, Section 9:	Limit On Number of Patrolmen Taking Vacations
• Article 20, Section 1:	Clothing Allowance
• Article 24, Section 1, 2, & 3:	Wages
• Article 24, Section 8:	OPOTA Recertification Pay
• Article 24, Section 9:	Field Training Officer Pay
• Article 25, Section 1, Par. D:	Hospitalization Co-Pay
• Article 25, Section 3:	Prescription Drug Co-Pay

Description of the Employer

The employer is the City of Niles, Ohio. The City of Niles is located in the Mahoning Valley, which is located in Northeastern, Ohio. As of the 2010 census, the City had a population of 19,266; the 2011 population estimate is 19,168.00. The median value of owner occupied housing units between 2007 and 2011 is $86,500.00 which falls below the state average of $135,600.00. The per capita income as of 2011 is $19,168.00, and the median household income is $36,001.00. Both the per capita income and median household income of the City are below the statewide median per capita income of $25,618.00 and the statewide median household income of $48,071.00. Trumbull County has an unemployment rate of 8.0% as of December 2012, and was ranked 22 amongst the counties in Ohio.

Description of the Bargaining Unit

The bargaining unit consists of twenty-two (22) patrolmen in the Niles City Police Department. The duties of the patrolmen normally consist of routine police tasks performed according to department rules and regulations. This unit is separate from the lieutenants and captains.

History of Bargaining

The Teamsters previously represented the bargaining unit. The State Employment Relations Board certified the FOP as the exclusive representative of the employees in the bargaining unit on February 13, 2012

(SERB Case No.2011-Rep-09-0078). The parties entered into negotiations and met on several occasions to create a successor agreement. The parties were successful at resolving certain issues of the successor agreement; those agreements are incorporated herein.

A tentative agreement has been reached on all issues, except the unresolved issues identified above and addressed below.

OPEN ISSUES

Each unresolved issue will be addressed separately. The issue will be listed and a brief summary of the positions of the parties provided, followed by a discussion and the recommendation of the Fact Finder. In making these recommendations, consideration was given to the factors set forth in Ohio Revised Code Section 4117.14 (G) (7) (a) to (f):

- Past collectively bargained agreements between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and the classification involved;
- Interests and welfare of the public, the ability of the public to finance and administer the issues proposed, and the effect on the normal standards of public service;
- Lawful authority of the public employer;
- Stipulations of the parties; and
- Such other factors, not limited to those above, which are normally or traditionally taken into consideration.

Article 16 – Vacations

Position of THE FOP

The FOP is proposing the current benefit language in the Teamsters Collective Bargaining Agreement be maintained and carried forward in the successor agreement. The FOP is proposing that the current vacation schedule which allows a maximum of eight (8) weeks and payment for unused vacation which allows for the opportunity to cash-in two (2) to three (3) weeks' vacation in the Teamster Collective Bargaining Agreement be maintained and carried forward in the successor agreement.

The FOP contends that the City is not in fiscal crisis, and therefore the contractual negotiated benefits should be maintained and carried forward into the successor agreement. THE CBAs of the bargaining units have expired, and the City and unions are in the process of negotiations. The FOP submitted as internal comparables the expired collective bargaining agreements of the Lieutenants and Captains and the Firefighters; these CBAs have similar benefits of vacation time and vacation cash-out. The FOP did not address the external comparables. In support of its position the FOP Submitted the Fact Finding Report of Hyman Cohen who rejected the City's proposals for concessions for another bargaining unit.

The FOP contends that the vacation cash out provision of Article 16 provides its senior members with supplemental income for the year. There was no increase in wages in the prior agreement, and an additional MOU provided no base wage increase for 2012.

The FOP is proposing to incorporate into the successor agreement an existing memorandum of understanding with language which states the following: There shall be at least two (2) patrol officers off (no matter what vacation or comp time) per shift at a time, Supervisors' and Dispatchers' prior approval shall not affect this right. Preapproved comp time shall not be cancelled solely because it created overtime. More than two (2) officers off will be allowed, if it does not affect minimum manning. The FOP argues that the City and its members are operating under a memorandum of understanding that resulted from a grievance regarding vacation approval. The requests of the patrolmen for vacation time were being routinely denied due to operational needs of the City. The parties resolved the grievance with the MOU that guaranteed at least two (2) patrol officer regardless of the circumstances, and more than two (2) officers, if it does not affect minimum manning.

Position of the City

The City is proposing a reduction in the number of vacation weeks of the senior members by one week and a reduction in the number of weeks these Union members may annually sell back vacation weeks by one week. The City submitted multiple collective bargaining agreements from other communities to support its position. The communities surveyed were Austintown, Boardman, Girard, Howland, Hubbard, Liberty, Newton Falls, Springfield, Struthers, Warren Weathersfield and Youngstown. Of the communities surveyed by the City, only one community allows more than six (6) weeks of vacation for their patrolman with the most seniority. Of the communities surveyed by the City, 4 of the communities do not allow the sell back of vacation, several allow one week to be sold back, and one community allows the sell back of more than 2 weeks within the year after the accrual of more than 15 days unused vacation. There was a lack of evidence on the gross revenue of the municipalities offered as comparables.

The City contends that after reviewing the vacation patterns of the patrolmen, the City found that most patrolmen do not cash all the eligible weeks. The reduction in one week is consistent with the historical use of the benefit by the unit. The City contends that said reduction would decrease the need to pay overtime and improve shift efficiency, and would further bring the City's Patrolmen more in line with existing vacation patterns within the Mahoning Valley.

The City is proposing a reduction of the number of patrolmen off on vacation or comp time per shift at one time to one to reduce the need to pay overtime to other patrolmen and to improve shift efficiency. From its survey of other communities, only one community permits 2 patrolmen to be off on vacation at one time and remainder grants approval based upon operation need. The City argues that said reduction would also benefit members by giving them a better guarantee of approval for selected vacation time.

ARTICLE 20.1 Clothing

Position of the FOP

The FOP is proposing the same benefit for all officers in the unit and an increase in the allowance to $1,050.00. The patrolmen have a present benefit of $1,050.00 beginning in January 2010.

The FOP submitted as internal comparables the expired collective bargaining agreements of the Lieutenants and Captains and the Firefighters. The Lieutenants and Captains have a clothing allowance in the sum of $1,050.00 and the Firefighters have a $500.00 allowance with an additional payment of $150.00 if they keep their First Response Certification up to date.

The FOP argues that all patrolmen regardless of seniority must maintain mandated clothing, and there should be no disparity in the clothing allowance due to tenure.

Position of the City

The City is proposing the clothing allowance for members hired prior to January 1, 2009 be rolled back to the allowance of $750.00. Patrolmen hired after said date and who are in their second and third year of employment would receive an allowance of $500.00. Patrolmen hired after said date and who are in their fourth or any subsequent year of employment would receive an allowance of $600.00. Any patrolmen hired after June 30th of a calendar year will not receive the allowance in the next year.

The City submitted multiple collective bargaining agreements from other communities to support its position. Of the communities surveyed by the City, the average allowance is $ 835.00.

The City contends that the reduction in uniform allowance will assist in decreasing its expenditures in difficult economic times.

Article 24, Section 1, 2, 3 & 6: Wages

Position of the FOP

The FOP is requesting a roll in of pension pick up in lieu of any wage increase. The FOP contends that the patrolmen would be treated equally with the Lieutenants and Captains' Unit, and would follow the benefit pattern of the Lieutenants and Captains' Unit and the Fire Department.

The FOP is requesting for the CBA years of 2014 and 2015, a 1% and 2% wage increase. The patrolmen had no increase in base pay rate in the prior Collective Bargaining Agreement which expired on December 31, 2011. This bargaining unit along with the Firefighters and Dispatchers entered into an agreement with the City for no wage increase for 2012 with no other changes to the other economic benefits. The City shows no financial hardship, and the requested wage increase would fall under the wage increases shown in the SERB Benchmark Report. In the alternative, the FOP argues for a pension pick up in year one of the CBA, and a lump sum payment of $750.00 for year two (2) and year (3) of the CBA.

The FOP is requesting a Five Year Patrolman Scale for any employee hired after 03/01/2010. The wages for employees with less than five years of service after 01.01.09 would be:

Multiplier	Years of Service	Patrolman Base Including Pension Pick Up $51,383.3 = 100% Wage
0.7	1	$35,968.26
0.8	2	$41,106.58
0.9	3	$47,040.30
0.950	4	$46,244.91
1.000	5	$51,383.23

The FOP expressed concerns of the impact of a Seven Year Patrolman Scale would have on its members. Under said scale, a new hire could potentially earn equal to or more than a current member.

Position of the City

The City is proposing no change in the base pay rate for the Union for the duration of the New Agreement, due to the rapidly declining cash reserves and the poor state of the local economy. The City contends that it has experienced a severe drain on its cash reserves, and that has occurred without pay increases to any of the unions. An increase to the base pay at this time would only exacerbate the problem that exists because of an excess of expenses over revenues.

The City is proposing the base wage for a patrolman with five years of service be $46,712.03 and the starting wage for a new patrolman hired after January 1, 2009 be $ 28,072.22.

The City is further proposing a Seven Year Patrolman Scale as follows:

Multiplier	Years of Service	Wage
0.600	1	$28,027.22
0.700	2	$32,698.42
0.800	3	$37,369.62
0.900	4	$42,040.83
1.000	5	$46,712.03
1.025	6	$47,879.83
1.030	7	$48,113.39

The City submitted multiple collective bargaining agreements from other communities to support its position. Of the communities surveyed by the City, the average wage for five years of service is $ 44,516.44. The comparable wages are as follows: Austintown $47,480.88, Boardman $41,780.00, Girard $45,425.17, Howland $ 44,886.40, Hubbard $46,467.20, Liberty $51,833.60, Newton Falls $45,011.20, Springfield $42,889.60, Struthers $41,184.00, Warren $49,857.60 Weathersfield $42,681.60 and Youngstown $34,500.00.

Article 25, Section 1, Par. D: Hospitalization Co-Pay and Article 25, Section 3: Prescription Drug Co-Pay

Position of the FOP

The FOP is proposing the current benefit language in the Teamsters Collective Bargaining Agreement be maintained and carried forward in the successor agreement. Again, the FOP submits Fact Finder Cohen's Report for consideration.

Position of the City

The city is proposing that the Employee's co-pay increase by an amount that the City's hospitalization insurance premium increases after January 1, 2013, with a maximum monthly co-pay of $100.00. The City has proposed that the prescription drug benefit co-payment be increased as follows:

Name Brand: $15.00
Generic: $7.00
Mail Order Option
Name Brand: $5.00
Generic: $3.00

The City contends that health care costs have increased by 68% since 2008.The health care cost of the City has ranged from $2,750,366.10 in 2007 to $3,960,691.34 in 2012. In the years 2007 through 2009, the City set aside $1,200.00 per month per employee to defray the cost of family medical premiums. This amount was increased to $1,500.00 per employee for 2010 through March, 2012. This amount was once again increased to $1,700.00 per employee in April 2012 due to a proposed increased in premiums. This premium increase is a major contributor to the City's cash reserve drain, and the additional co-pay contribution by the Union is needed to combat the drain. In support of its positions the City submitted the collective bargaining agreements of other communities and their patrolmen as well as the SERB Healthcare Survey.

The City contends that of the communities surveyed; only Springfield, Warren and Weathersfield have no employee contribution. The Employee contribution for Austintown is $124.50, for Boardman $125.48, for Girard a $750.00-$1,500.00 deductible plus 10% of any additional cost, for Howland $20.00 per pay and if premiums increase then 5%, Hubbard 3.5%-10% of cost of monthly premium dependent upon hire date, Liberty 10% of premium with a cap of $125.00, Newton Falls, $20.00-$30.00 per pay, Struthers $50.00 up to 7% of premium, and Youngtown 10% of premium not to exceed $150.00. And only Newton Falls has a section that addresses pharmaceutical co-pays. In accordance the Newton Fall CBA, prescription drug coverage is $7.00 generic, $25.00 for formulary, and $45.00 for non-formulary prescriptions. Mail order co-pays for prescription drugs is $14.00 generic, $50.00 for formulary, and $90.00 for non-formulary prescriptions.

The City contends that the City has been depleting its cash reserve since 2008, and if measures are not taken this year, the City argues it will be, at a minimum, in fiscal watch for 2014. Over the years, the City had accumulated in excess over 15 million in its cash reserve, and the moneys were accumulating interest. The interest from the principal was subsequently used to gap the deficit in revenue over expenditures. The City did not have to burden the taxpayers with an increase in taxes to generate the money due to the revenue generated from the cash reserves. The cash reserves have been significantly reduced over the years. If no measures are taken in this calendar year; the City estimates that it will be 2 million short in meeting its (gap) expenditure.

Of equal concern to the City is its bond rating. Bonds with the best ratings are regarded as having the least amount of risk associated with them. Low risk means low interest rates, so by having a good rating, the City can pay a lower interest rate on the bonds it issues, which works out well for the taxpayers of Niles. In 2008, its bond rating was A2. In 2009, its bond rating was A2. In 2010, its bond rating was Aa3. In 2011, its bonding was Aa3. The bond rating was not received for 2012. Obligations rated Aa are judged to be the highest quality, with minimal credit risk. Obligations rated A are judged to be of high quality and are subject to very low credit risk. The modifiers"2" and "3" indicate a decreasing ranking in the category. The Municipal Investment Grade (MIG) from 2008 through 2011 is MIG1. MIG1 denotes a superior credit rating. The City argues that its ratings are in jeopardy; the ratings were in part based upon the cash reserve fund. With the reserve fund significantly reduced, the City must keep 180 days operating capital on hand in order to keep the high bond rating.

The City has employed cost saving measures such as shared services, consolidation, reduction by attrition, five step pay scales on all hires and so forth to reduce its expenditures. The City further contends that other cost reduction measures must be taken in all departments.

Discussion

The statute requires that the Fact Finder to consider the ability of the employer to "finance and administer" any proposed settlement. The recession of 2008 has impacted Trumbull County, like other jurisdictions in Ohio. In 2008, the City estimated revenue in the amount of $13,287,120.00; the actual revenue was $13,172,232.34. Its projection was 99.1% accurate. The City estimated current year reimbursements at $650,000.00; the actual revenue was $636,311.09. Its projection was 97.9% accurate. The City estimated total general fund revenue was $13,937,120.00; the actual as $13,808,543.43. Its projection was 99.1% accurate. There was no significance difference from the actual revenue received from the estimated budget. This pattern has held true from 2008 through 2011. In 2011, the City estimated revenue in the amount of $11,770,200.10; the actual revenue was $11,518,858.44. Its projection was 97.9% accurate. The City estimated current year reimbursements at $705,000.00; the actual revenue was $682,194.46. Its projection was 96.8% accurate. The City estimated total general fund revenue was $12,475,200.00; the actual as $12,201,052.90. Its projection was 97.8% accurate. Audited 2012 statements were not available.

The estate tax revenue has been eliminated with statutory changes. The actual revenue generated for the City in 2008 was $385,755.67, in 2009 was $183,117.72, in 2010 was $41,074.44, and 2011 was $128,207.33. The loss of tax revenue and reductions in state funding has also attributed to the loss of revenue in the general fund. The City asserts that a substantial decline of revenue has occurred due to the loss of two businesses, and a decline of a third business, which are expected to have an impact on revenue in future years.

The FOP did not submit economic data, but instead relies of the Fact Finding Report of Mr. Cohen in furtherance of its position that the City is not in financial crisis. Having reviewed the report, I find that Mr. Cohen and I agree on several points:

1. While the revenue and the cash reserve funds for the City have declined, the expenditures have increased.

2. We also agree that the City cannot be considered an affluent municipality; its statistics are below state average.

3. We also agree that the municipalities in the Valley are not similar in size and population to the City of Niles. Population is an important factor in considering wages – the greater the size of the population means that such municipalities can rely on greater resources and revenues from income and real estate taxes.

Where we disagree is that Mr. Cohen is of the opinion that the City estimates are unreliable. While Mr. Cohen expressed the differences between the estimates and the actual revenue received for the 2008 through 2011 audited years, the uncontroverted testimony of the Auditor at the fact finding hearing of January 26, 2013 was that the differences he articulated represented the 3.4 million in financing of the Wellness Center built by the City in 2008. The original note was subsequently re-noted each year. His concerns regarding estimate versus actual figures were due to the accounting methodology of the Auditor, and the discrepancies that caused his apprehension has been explained by the Auditor. It appears that Mr. Cohen did not have the Auditor available to testify throughout the course of the proceedings.

The City has a self-funded insurance plan. Under the present plan, the members pay a co-pay of $35.00 per month towards the cost of hospitalization. This co-pay is waived if the member participates in the City's Wellness Program. The members pay $10.00 for name brand prescriptions and $5.00 for generic. There is a mail order option of $3.00 for name brand and $0.00 for generic prescriptions.

The trend in healthcare is away from fully employer paid benefit to cost-sharing arrangements. SERB released its 20th Annual Report on the Cost of Health Insurance in Ohio Public Sector. The report indicates that the average premium cost for the self-funded plans are as follows:

2012 Average Premium Cost by Funding Types	
Single	$ 511.00
Family	$ 1,317.00
Annual Cost per person	$12,401.00

The city is proposing that the Employee's co-pay increase by an amount that the City's hospitalization insurance premium increases after January 1, 2013, with a maximum monthly co-pay of $100.00. Said proposal falls slightly below the state average. The City's proposal falls in line with most of the municipalities within the Valley.

The SERB Report also provides statewide data on retail and mail order prescription plan design and co-pays. The median dollar amount for generic is $8.00 and brand is $15.00, and for mail order prescription co-payments the median dollar amount is $10.00 and brand is $25.00. The City is proposing that members pay $15.00 for name brand prescriptions and $7.00 for generic. There is a mail order option of $5.00 for brand and $3.00 for generic prescriptions. The City's proposal of an increase falls below the median, and below the comparable of Newton Falls.

Recommendation

Considerable time was spent debating the open issues. In order to expedite the resolution of this dispute and issuance of a report in an expedited manner, the parties agreed to eliminate detailed discussion on certain issues. Based upon the realities of the financial situation of the City, the past collective bargaining history of the parties, the comparables provided, stipulations, and other statutory considerations, I conclude that all the proposals of the FOP will impose an undue financial hardship on the City. However, in order to make an equitable division of the hardship, I also recommend certain increases in benefits.

I recommend the following:

Article 16 Section 1 VACATIONS read as follows:

Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule starting 2013:

Increments	Weeks
6 months but less than 3 years	1 week
3 years but less than 6 years	3 week
6 years but less than 10 years	4 week
10 years but less than 15 years	5 week
15 years but less than 20 years	6 week
20 years but less than 25 years	7 week
Completion of 25 years and after	8 week

Article 16 Section 7 Payment for Unused Vacation read as follows:

Any employee entitled to four (4) or Five (5) weeks of vacation may be paid at his regular rate for one week of vacation in lieu of time off. An employee with six (6) to eight (8) weeks of vacation may be paid at his regular rate of pay for two (2) weeks of vacation (in weekly increments only) in lieu of time.

Article 16 Section 9 read as follows:

There shall be allowed one (1) patrol officer, no matter what, and more than one (1) officer will be allowed off, it does not affect minimum manning.

Article 20, Section 1-CLOTHING ALLOWANCE read as follows:

Section 20.1 Effective January 1, 2013, all Bargaining Unit Members shall be entitled to a uniform and clothing allowance in the amount of Nine Hundred Dollars ($900.00) per year. Effective January 1, 2014, all Bargaining Unit Members shall be entitled to a uniform and clothing allowance in the amount of Nine Hundred Dollars ($900.00). Effective January 1, 2015, all Bargaining Unit Members shall be entitled to a uniform and clothing allowance in the amount of Nine Hundred Dollars ($900.00). In addition, probationary employees hired after January 1, 2003 shall be issued a purchase order at a uniform shop for the following equipment:

3- Summer Uniform Shirts
3- Winter Uniform Shirts
3- Pair Uniform Pants
1- Spring/Fall Jacket
1- 8 Point Hat
1- Duty Belt and Inner Bolt
2- Pairs of Handcuffs
2- Badges
1- Winter Jacket
1- Pair of Boots
1- Rain Coat
1- Hat Badge
1- Rechargeable Flashlight

Employees will be entitled to a uniform and clothing allowance in the amount of $900.00 in 2013, and $900.00 in 2014 and $900.00 in 2015.

All payments will be distributed on March 1st of each year.

Article 24, Wages

The Seven Year Patrolman Scale becomes effective March 1, 2013. Any new hires after March 1, 2013 will be under the seven year scale. Current employees will be grandfathered in under the existing Five Year Patrolman Scale.

The base wage for a patrolman with five years of service is $46,712.03 and the starting age for a new patrolman hired after March 1, 2013 is $28,072.22.

Effective January 1, 2013, the base annual pay will increase 0% with a roll in of Pension pick-up for 2013. The combination of both wage and pension table will be equaled to the wage paid to the bargaining unit members of the FOP. The additional pick-up shall be considered for pension contributions only.

Effective January 1, 2014 or year two of the CBA, the base annual pay will increase 0%. The Employer shall pay to each member a lump sum bonus in the amount of 600.00.

Effective January 1, 2015 or year three of the CBA, the base annual pay will increase 0%. The Employer shall pay to each member a lump sum bonus in the amount of 600.00.

Parties shall adopt appropriate language to effectuate this recommendation so that the Pension Board recognizes and honor this provision.

Article 24, Section 8 – OPOTA RECERTIFICATION PAY read as follows:

Effective January 1, 2013, all bargaining unit employees with OPOTA Certification or Recertification will receive pay in the amount of five hundred dollars ($500.00) to be paid on November 1st of each year.

Article 24, Section 9 – Field Officer Training Pay read as follows:

FTO Any Officer that serves as a departmental Field Training Officer shall receive one (1) hour of compensation at his regular pay rate for every (4) four work days spent training. FTO's are assigned at the discretion of the Chief of Police. Officer's will not be compensated unless they have been designated as a departmental FTO by the Chief and are actually providing training as assigned by the Chief or appropriate designated Supervisor overseeing the Program. The one (1) hour of pay for four (4) work days spent training shall be submitted on the appropriate Niles Police Department paperwork in order to be accurately tracked and turned into payroll.

Article 25, Section 1, Par. D: Hospitalization Co-Pay read as follows:

In an effort to reduce the health care cost, the Niles Police Department Patrolmen will pay $35.00 per employee per month healthcare co-pay, subject to the provisions regarding co-pay relief where the employee participates in the Wellness Program when offered. In the event the City is required to raise its monthly contribution to its self-insured Hospitalization program, the employee's contribution will be increased by the same amount as the increase in the required monthly contribution, but the employee's contribution will not exceed $100.00 per month. If such an increase is required, and for as long as the Wellness Program, is still offered, participant therein will receive credit for the $35.00 co-pay reduction.

Article 25, Section 3: Prescription Drug Co-Pay read as follows:

As of March 1, 2013, or such later date as this Agreement becomes effective, prescription drug benefit co-payment will be as follows:

Name Brand: $15.00
Generic: $7:00

Mail order Option:
Name Brand $5:00
Generic $3:00

If the prescription can be purchased under the mail order option, the employee will purchase the prescription under the option.

CONCLUSION

In this report I have attempted to make reasonable recommendations that both parties will find acceptable. If errors are discovered or if the parties believe they can improve upon the recommendations, the parties by mutual agreement may adopt alternative language.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated in Ohio Revised Code Section 4117.14, the Fact finder recommends the provisions herein.

In addition, all tentative agreements reached by the parties are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

February 15, 2013

Meeta Bass Lyons, Fact Finder
Steubenville, Ohio

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of this Fact Finder Report was sent by e-mail and First Class USPS mail on February 15, 2013 to:

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