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STATE EMPLOYMENT RELATIONS BOARD

MUTUALLY AGREED DISPUTE SETTLEMENT PROCEDURE

FACT-FINDING REPORT

January 23, 2014

In the Matter of:

City of Elyria)
)
 and) Case No. 2013-MED-02-0132
)
Elyria Police Patrolmen's Association)

APPEARANCES

For the City:

Ken Stumphauzer, Advocate
Fred Englehart, Advocate
Richard Jackson, Assistant Safety Service Director
Bruce Shade, Assistant Safety Service Director
Duane Whitley, Chief of Police

For the Union:

Robert M. Phillips, Advocate
Robert Whiting, Union Treasurer
Gary Longacre, Union President
Aaron Varga, Union Secretary
William Witt, EHP Committee Representative

Fact Finder:

Nels E. Nelson

Background

The dispute involves the City of Elyria and the Elyria Police Patrolmen's Association. The city consists of 20.84 square miles and in 2010 had a population of 54,533 and a median household income of \$40,075. The union represents the city's full-time, sworn police officers, excluding the Chief of Police and Sergeants and above.

The parties are negotiating a successor agreement to the one which expired on June 30, 2013. They met on a number of occasions but when no agreement was reached, they proceeded to fact finding. The Fact Finder was notified of his selection on July 18, 2013.

The Fact Finder met with the parties on September 3 and 9, 2013. On those dates, mediation resulted in the settlement of the outstanding non-economic issues. At that point, the parties agreed to adjourn the hearing until after November when the voters would be deciding whether to renew a levy.

The levy passed and the hearing resumed on December 17, 2013. Despite an attempt to resolve the remaining issues through mediation, no agreement was reached. The Fact Finder then prepared this report with his recommendations for resolving the dispute.

The Fact Finder's recommendations are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Code. They are:

- (a) Past collectively bargained agreements, if any, 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 consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;

(e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

Issues

The parties presented six issues to the Fact Finder. In order to expedite the resolution of the dispute, they agreed that the Fact Finder should present his recommendations without discussing their positions and without offering any rationale for his recommendations. The recommendations are as follows:

1) Article 13 – Wages, Section 13.1

Effective July 1, 2013, all employees within the bargaining unit shall be compensated in accordance with the following schedule:

Class A Patrolman	\$52,871.28
Class B Patrolman	\$48,872.13
Class C Patrolman	\$43,730.37

2) Article 13 – Wages, Section 13.2

There shall be wage reopener for wages to be effective January 1, 2015. Negotiations shall be subject to Chapter 4117 of the Ohio Revised Code.

3) Article 13 – Wages, Section 13.7

Longevity benefits will be a one (1) percent salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one (1%) percent increments due to longevity are limited to a maximum of twenty percent (20%).

Current contract language shall not affect compensation and shall not apply to Bargaining Unit Members who are hired after February 1, 2014. In lieu thereof, the following applies:

Patrolmen hired after July 1, 2013, shall be paid their base salary plus any allowance plus any negotiated wage increases for their first five (5) years of employment. On the 6th anniversary date of their employment, the Bargaining Unit Member shall receive a five percent (5%) merit increase which shall be calculated on their base salary. On the 11th anniversary date of their employment, the patrolmen shall receive an additional five percent (5%) merit increase. The patrolmen shall receive additional merit increases of five percent (5%) on the 16th and 21st anniversary dates of their employment. These merit increases shall all be calculated on the Employees' base salaries in effect at the time of the increase which shall not include allowances, but shall include any negotiated increases in base salary.

4) Article 18 – Medical Dental Insurance, Section 18.2

Subject to Section 18.6, the monthly cost for family and single coverage shall be shared between the City and the employee. The City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. The dollar amount of the contributions shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this Article.

5) Article 18 – Medical Dental Insurance, Section 18.6

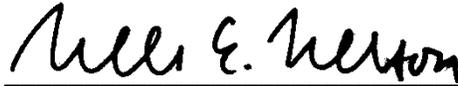
The monthly cost of health insurance coverage shall be allocated 85% employer and 15% employee. If during the term of this Agreement, the yearly cost of health insurance based on the COBRA rate increases by 15% or more and if the EHP Committee is unable to eliminate the cost increase through diligent efforts, the percentage increase over 15% shall be allocated equally between the Employer and the Employee with a maximum Employee contribution of 16½%, which is subject to the approval of the EHP Committee.

6) Article 37- Duration, Section 37.1

This Agreement covers the period of July 1, 2013, through December 31, 2015, and shall become effective as of the date of execution except as provided for above. It shall remain in full force and effective until midnight December 31, 2015, unless otherwise terminated as provided herein.

6) Tentative Agreements

The Fact Finder recommends the tentative agreements reached by the parties.



Nels E. Nelson
Fact Finder

January 23, 2014
Russell Township
Geauga County, Ohio