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**OHIO**  
**STATE EMPLOYMENT**  
**RELATIONS BOARD (SERB)**  
**FACT-FINDING**  
*IN THE MATTER BETWEEN*  
**CITY OF BEDFORD, OHIO**  
*AND*  
**FRATERNAL ORDER OF POLICE,**  
**LODGE 67**

**CASE NOS.:**

**2013-MED-08-0943**

**PATROLMAN**

**2013-MED-08-0944**

**LIEUTENANTS & SERGEANTS**

**THOMAS L. HEWITT**  
**FACT-FINDER**

**CITY OF BEDFORD**

**JON M. DILENO, ESQUIRE**  
*ZACHIN & RICH CO., LPA*

**Mike Mallis**                      **City Manager**  
**Frank Gambosi**                **Finance Director**  
**John Montello**                 **Law Director**

**APPOINTMENT**  
**HEARING - MEDIATION**  
**HEARING - FACT-FINDING**  
**REPORT ISSUED**  
**REPORTING DATE**

**FRATERNAL ORDER OF POLICE**

**ROBERT M. PHILLIPS, ESQUIRE**  
*FAULKNER, HOFFMAN & PHILLIPS, LLC*

**Paul Kellerman**                **Sergeant**  
**Sean Francis**                   **Patrolman**  
**John Lobenthal**               **Patrolman**  
**Mark Witiewicz**               **Patrolman**  
**Dennis Bergansky**             **Detective**

**July 11, 2014**  
**September 29, 2014**  
**October 16, 2014**  
**October 31, 2014**  
**Postponed by parties**

VIA E-MAIL; HARD COPY TO FOLLOW

## **FACT-FINDING**

### **BACKGROUND**

The City of Bedford, located southeast of Cleveland, Ohio, has approximately 14,000 residents. The City's Police Department has two separate Collective Bargaining Agreements with the Fraternal Order of Police, Lodge 67, which expire concurrently. One Collective Bargaining Agreement sets forth the terms and conditions of employment of the twenty-four (24) patrolmen and the other Collective Bargaining Agreement governs the five (5) sergeants and lieutenants. Negotiations on these Agreements were combined, commencing on April 2, 2014. After several meetings, the parties came to impasse and selected Fact-Finding as part of the state-required dispute resolution process. In accordance with the conditions of the resolution process, the parties filed Pre-Hearing Statements with the Fact-Finder, which the Fact-Finder found to be very professional. These Pre-Hearing Statements contained the relevant data relied upon by the parties, a list of the issues in dispute, the positions of the parties and their arguments on each issue.

For the first time in years, the City of Bedford is experiencing a severe financial challenge, primarily caused by the departure of its largest employer, which in 2015 will result in a loss of \$1.7 Million in revenue. The City is not an affluent community, as its average household income is \$7,386.00 below the state-wide average. Some modification of services and other reductions in the City's budget are currently being reviewed, as the City's very well-funded reserves can only make up the shortcomings for a limited period of time. In this regard, the City has been forced to modify its very benevolent wage and benefit packages that its employees have enjoyed, and consequently, increases will not be as forthcoming as they were previously.

On July 14, 2014, Thomas L. Hewitt was appointed as Fact-Finder by the Bureau of Mediation State Employment Relations Board (SERB), Ohio, regarding the impasse issues involving the City of Bedford and the Fraternal Order of Police, Local 67, Patrolmen and Lieutenants and Sergeants. On their own initiative, the parties waived the Fact-Finding deadline established by SERB and requested the Fact-Finding be converted to Mediation. The parties requested that, if Mediation was unsuccessful, a Fact-Finding be held under the authority of the SERB appointment and Ohio Revised Code, Section 4117.14(C)(4)(E). Mediation took place at the City of Bedford's Administration Offices on September 29, 2014. All the issues at impasse were not resolved and consequently, the parties requested a Fact-Finding Hearing. A full, fair and complete Fact-Finding Hearing was held at the City of Bedford's Administration Offices on October 16, 2014. The parties cooperated with the Fact-Finder and assisted him in fully understanding the positions of the parties and their respective economic positions. The resolution of the Collective Bargaining Agreements was made extremely difficult due to the loss of a significant tax base contributor and large past and future projected increases in healthcare costs.

All reliable information relevant to the issues presented by the parties and the relevant factors listed below were considered by the Fact-Finder in the development of his Findings:

- (1) Past Collective Bargaining Agreements between the parties;
- (2) Comparison of 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (6) 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.

**The following are the findings based upon presentations of the parties, the facts and criteria above:**

## **ARTICLE II - TERM**

### **FINDING:**

The terms and provisions of the above-mentioned Collective Bargaining Agreements shall become fully effective and operative on the effective date of this recommendation, and shall terminate December 31, 2016, at 12:00 midnight.

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## **ARTICLE X – SALARY**

### **FINDING:**

2014 Zero (0%) percent increase  
2015 Effective January 1, 2015 - Two and one-half (2.5%) percent increase  
2016 Effective January 1, 2016 - Two and one-half (2.5%) percent increase

(SALARY SCHEDULES ATTACHED)

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### **ARTICLE XVI - OVERTIME**

**FINDING:**

3. Employees called into work or appearing in court on behalf of the employer shall receive compensation for their actual time spent or three (3) hours, whichever is greater, at a rate of one and one-half (1-1/2) times their regular hourly base rate. Employees who work their entire scheduled night shift before or after a scheduled court appearance shall receive compensation for their actual time spent or four (4) hours, whichever is greater, at a rate of one and one-half (1-1/2) times their regular hourly base rate.

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### **ARTICLE XXIII - RETIREMENT PENSION**

**FINDING:**

Upon retirement, an employee shall receive his/her payout entitlement within thirty (30) days of their actual retirement date, as provided in City Ordinance 151.18h.

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### **ARTICLE XXIV – HOSPITALIZATION**

**FINDING:** The following modifications shall take effect January 1, 2015:

**Monthly Premium Contribution:**

Single	\$ 80.00
Family	\$130.00

Wellness satisfaction will decrease the monthly premium contribution by \$10.00 per month for single coverage and \$20.00 per month for family coverage (single - \$70.00; family - \$110.00)

Wellness non-satisfaction will increase the monthly premium contribution by \$10.00 per month for single coverage and \$20.00 per month for family coverage (single - \$90.00; family - \$150.00).

**Annual Deductible:**

Single	\$400.00
Family	\$800.00

**Co-Insurance:**

In Network 90/10  
Out of Network 60/40

**Out-of-pocket maximums (excluding deductibles):**

	<u>In Network</u>	<u>Out of Network</u>
Single	\$1,250.00	\$2,500.00
Family	\$2,500.00	\$5,000.00

**Emergency Room Co-Pay:** \$100.00, but waived if admitted to hospital.

**Specialist Co-Pay:** \$40.00 per office visit

**All other co-pays/deductibles are to remain unchanged.**

**Wellness Program:**

The parties will meet to develop a Wellness Program. Such meetings will commence no later than December 31, 2014, with a goal of implementation by no later than March 31, 2015.

Note: Overall, healthcare coverage costs have been increasing an average of seven (7%) percent a year; the Employer has experienced an even higher increase in healthcare coverage costs. There are no increases to the employees in the year 2015.

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**ARTICLE XXVI - DUTY RELATED INJURIES**

**FINDING:**

1. In the event an employee suffers a duty-related injury under the circumstances listed below, the employee shall be entitled to a duty-related injury leave, and shall receive full compensation from the City as if the employee was working, for up to one hundred twenty (120) calendar days. The one hundred twenty (120) calendar day timeframe may be extended per the sole discretion of the City upon request from the employee. Employees will be eligible for duty-related injury leave when the injury is a direct result of:
  - An automobile accident occurring during the course of a high-speed chase;

- A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
  - The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
  - An injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
  - An injury which occurs during high-risk training;
  - An injury that occurs during a pursuit while on a Police bicycle; or,
  - Any other injury determined by the City to be the result of a hazardous-type circumstance.
2. Section 1 shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the wage continuation under Workers' Compensation and the benefits defined under this Article.
3. The City may require an employee claiming a duty-related injury under this Section to submit to a medical examination. Any such examination shall be performed at the City's expense. Any disputes arising under this Section may be subject to the Arbitration/Grievance Procedure.

### **RESOLUTION OF ISSUES**

All collective bargaining proposals or issues not proposed or addressed in the negotiation and resolution process, whether addressed or not, are considered moot, resolved or unchanged from the previous Collective Bargaining Agreements unless specifically included in this Fact-Finding Report. The issues in this Fact-Finding Report are to be incorporated as changes, deletions or additions to the previous Collective Bargaining Agreements and there are no other changes, additions or modifications to the previous Agreements. All unchanged language or provisions in the previous Agreements not addressed in this Report, including *SuperMed Plus* (Exhibits A, B & C), remain unchanged and shall continue in full force and effect for the life of the new Collective Bargaining Agreements.

**Issued at Latrobe, Pennsylvania, on this 31<sup>st</sup> day of October, in the year of our Lord Two Thousand Fourteen.**



**Thomas L. Hewitt, Fact-Finder**

**BEDFORD POLICE  
SCHEDULE A**

**2014 (0%)**

<b>RANK</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YR.</b>	<b>18 MOS.</b>	<b>2 YRS.</b>	<b>30 MOS.</b>	<b>3 YRS.</b>
Patrolman	\$51,935	\$54,730	\$57,525	\$60,320	\$63,114	\$65,909	\$68,704
Hourly Rate	\$24.969	\$26.313	\$27.656	\$29.000	\$30.343	\$31.687	\$33.031
Sergeant	\$72,826	\$79,949					
Hourly Rate	\$35.013	\$36.995					
Lieutenant	\$81,563	\$86,180					
Hourly Rate	\$39.213	\$41.433					

**2015 (2.5%)**

<b>RANK</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YR.</b>	<b>18 MOS.</b>	<b>2 YRS.</b>	<b>30 MOS.</b>	<b>3 YRS.</b>
Patrolman	\$53,233	\$56,098	\$58,963	\$61,828	\$64,692	\$67,557	\$70,422
Hourly Rate	\$25.593	\$26.971	\$28.347	\$29.725	\$31.102	\$32.479	\$33.857
Sergeant	\$74,647	\$81,948					
Hourly Rate	\$35.888	\$37.920					
Lieutenant	\$83,602	\$88,335					
Hourly Rate	\$40.193	\$42.469					

**2016 (2.5%)**

<b>RANK</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YR.</b>	<b>18 MOS.</b>	<b>2 YRS.</b>	<b>30 MOS.</b>	<b>3 YRS.</b>
Patrolman	\$54,564	\$57,500	\$60,437	\$63,374	\$66,309	\$69,246	\$72,183
Hourly Rate	\$26.233	\$27,645	\$29.056	\$30.468	\$31.880	\$33.291	\$34.703
Sergeant	\$76,513	\$83,997					
Hourly Rate	\$36.785	\$38.868					
Lieutenant	\$85,692	\$90,543					
Hourly Rate	\$41.198	\$43.531					