

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Mentor)	
)	Case No: 2014-MED-01-0070
and)	
)	Fact-Finder: Colman R. Lalka
Ohio Patrolmen's Benevolent Association)	
(Full Time Police Officers))	

HEARING

Date of Hearing: November 21, 2014
Location of Hearing: Mentor, Ohio

ATTENDANCE AT HEARING

For the Employer:

Tom Grabarczyk, Consultant
Kenneth J. Filipiak, City Manager
Anthony Zampepro, Assistant City Manager
Kevin Knight, Chief of Police
Andrew Lehner, Police Captain

For the Union:

S. Randall Weltman, Esq.
Ryan Heramb, MPA President
John Walker, MPA Secretary
Chris Ivanovics, MPA Treasurer
Phillip Croucher, MPA Sergeant at Arms

CRITERIA

After giving thorough consideration to the evidence and argument of the Parties, the criteria used by the Fact-Finder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.
4117-9-05(K). The fact finding panel, in making recommendations, shall take

into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). 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;

4117-9-05(K)(3). The interests and welfare of the public, 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;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

The City of Mentor recognizes the Ohio Patrolmen's Benevolent Association (Full Time Police Officers) as the bargaining representative for certain employees of the City. The Bargaining Unit is duly certified by the State Employment Relations Board and had a Labor Agreement in effect that expired midnight, March 30, 2014.

Formal bargaining between the Parties has been ongoing. When impasse was reached, the Parties requested the Fact-Finder convene a hearing, attain relevant facts, and prepare a report and recommendations in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the date and at the place indicated above. At that time the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Fact-Finder to render a report and make recommendations on the issues at impasse.

MEDIATION AND TENTATIVE AGREEMENTS

Prior to the commencement of fact-finding, mediation was offered to the Parties, and negotiations continued with each Party making proposals, concessions, and counterproposals. The Fact-Finder acted as mediator, and the parties reached Tentative Agreements on the following issues:

Article VI, Grievance Procedure, Section 6.03,
Article XVI, Degree Pay, Sections 16.01 and 16.02,
Article XVII, Uniform Allowance, Section 17.01,

Article XVIII, Sick Leave, Section 18.10,
Article XXVI, Employee Group Insurance, Subsections (a) through (c) of Section 26.01, and Subsections (a) through (f) of Section 26.03,
Article XXXI, Police Professionalism, Section 31.02,
Article XXXIII, Disciplinary Procedure, Sections 33.07, 33.08, and 33.09, and
Article XLIII, Substance Testing and Assistance, Sections 43.01 through 43.08.

At the request of the Parties that the above Tentative Agreements be incorporated into this Report, to which request the Fact-Finder agrees, it is recommended that the above identified issues of Tentative Agreement be included in the Parties' Successor Labor Agreement. It is further recommended the remainder of the Contract, with the exception of the issues at impasse and the Tentative Agreements, remain the same as in the immediately preceding Contract.

ISSUES AT IMPASSE AND RECOMMENDATIONS

To expedite the quick submission of this Fact-Finder's Recommendations, the parties requested discussion of evidentiary matters presented, for example, financials and comparables, be omitted from this Report.

Article IX, Rates of Pay

The Union proposes pay increases in the amounts of two-and-one-half percent (2.5%) in 2014, two-and-three-quarters percent (2.75%) in 2015, and three percent (3%) in 2016. The City argues pay increases must be considered in light of the cost of Employee Group Insurance, and anticipated increases in premiums.

In light of the below recommendation of the Fact-Finder regarding Employee Group Insurance, it is the recommendation of the Fact-Finder that a two percent (2%) pay increase be granted, retroactive to the first pay period following the expiration of the Predecessor Agreement, and annually from that pay period throughout the duration of the Successor Agreement.

Article X, Longevity

The Union proposes it be granted the same Longevity benefit afforded the Firefighters Bargaining Unit. The City proposes the elimination of Longevity for new hires. The Fact-Finder recommends the following language be incorporated into the Parties' Successor Agreement (to be applied to Bargaining Unit Members employed by the City upon ratification of the Successor Agreement by both parties):

10.01 In addition to regular compensation, longevity pay increments will be paid to the employee according to the following schedule:

Years of Service	Annual
5	\$400.00
6	\$500.00
7	\$600.00
8	\$750.00
9	\$900.00
10	\$1000.00
11	\$1100.00
12	\$1200.00
13	\$1300.00
14	\$1350.00
15	\$1450.00
16	\$1550.00
17	\$1650.00
18	\$1750.00
19	\$1850.00
20	\$2000.00
21	\$2100.00
22	\$2200.00
23	\$2300.00
24	\$2400.00
25	\$2500.00

Article XVIII, Sick Leave

The Union feels the Article XVIII, Sick Leave benefit is substandard vis.-a-vis. comparable communities, and proposes either a Sick Leave Bonus incentive or a cash-out retirement benefit of nine-hundred-sixty (960) hours. The City proposes clarification of existing Contract language.

The Fact-Finder recommends the following language be incorporated into the Successor Agreement at Section 18.08 and 18.09 (to be applied to Bargaining Unit Members employed by the City upon ratification of the Successor Agreement by both parties):

Section 18.08 An employee who retires or terminates his employment with less than ten (10) years of services will not be entitled to accumulated sick leave, except due to death in the line of duty in which case the employee's estate shall receive the value of his total unused accrued sick leave credit earned while employed with the City of Mentor.

Section 18.09 Upon retirement from active duty, as that term is defined by the Ohio Police Pension Fund, or death of an employee with ten (10) or more years of full-time service to the City of Mentor, one-third (1/3) of the value of his unused accrued sick leave credit, earned while employed with the City of Mentor to a maximum of nine-hundred-sixty (960) hours, shall be remitted on the basis of his current base rate of pay

to the employee or his estate. Such payment shall only be once and shall eliminate all sick leave credit accrued by the employee. In the event the employee dies in the line of duty, his estate shall receive the value of his total unused accrued sick leave credit earned while employed with the City of Mentor.

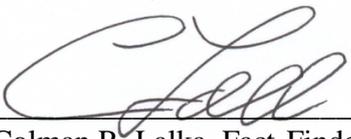
Article XX, Vacation

The Union proposes modification of Section 20.01(a) to provide for increases in vacation time after fifteen years of continuous service. Evidence in support of the proposal is insufficient for the Fact-Finder to recommend the increases, and it is recommended the Union's proposed modification to Section 20.01(a) be rejected.

Article XXVI, Employee Group Insurance

The City proposes modification of Section 26.01 with the addition of a Subsection (d) limiting spousal eligibility to participate in the City's Healthcare Plan. Additionally, the City proposes the addition of a Section 26.04 providing that in the event of an annual increase in premiums in excess of ten percent (10%), the City's portion of monthly healthcare premiums will be reduced from the current ninety percent (90%) to eighty-five percent (85%), along with a concomitant increase in employee contribution from ten percent (10%) to fifteen percent (15%). The Union counters by arguing the contribution of Bargaining Unit Members is currently at the average of Police Officer in comparable communities, and also points out that in its recent contract renewal with its service employees, the City froze current Healthcare benefits for the upcoming three years.

It is the recommendation of the Fact-Finder that the City's proposed modification of Article XXVI, specifically the addition of a Section 26.01(d) and a Section 26.04, be rejected.



Colman R. Lalka, Fact-Finder

Dated: November 26, 2014
Madison, Lake County, Ohio