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**IN THE MATTER OF FACT-FINDING
BETWEEN**

CITY OF MONROE, OHIO)	CASE NOS. 2014-MED-02-0137
)	2014-MED-02-0138
)	
AND)	
)	<u>FINDINGS</u>
)	AND
OHIO PATROLMEN'S BENEVOLENT)	<u>RECOMMENDATIONS</u>
ASSOCIATION)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE CITY

**Donald L. Crain, Esq.
Alexander L. Ewing, Esq.**

FOR THE UNION

Joseph M. Hegedus, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Monroe (hereinafter referred to as the Employer or City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or OPBA). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on May 20 and June 25, 2014.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

There are two bargaining units involved in this fact-finding proceeding. The first is the patrol unit consisting of all full-time police officers. The second is the sergeants unit consisting of all full-time sergeants. There are currently three sergeants and about nineteen patrol officers employed by the City in its police department.

This fact-finder in rendering the following findings of fact and recommendations on issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WAGES

The Union proposes wage increases of 4% for each year of the Contract. The City proposes base wage increases of 0% in 2014, 2% in 2015, and 2% in 2016.

The Union also proposes to remove the language "who are not on rotating shifts" from the sergeants' shift differential provision. The City proposes no change in the current language which provides that sergeants assigned to the second or third shifts who are not on rotating shifts are to receive an hourly shift bonus of \$.40 in addition to their regularly hourly rate. In addition, the Union seeks shift differential language to be included in the contract for the patrol officers. The Union's proposal is that patrol officers who work any hours on second or third shifts are to receive an additional \$.40 per hour for all hours worked. The City opposes any new provision to be included in the patrol officers' contract.

The Union contends that the City's strong financial condition clearly shows that it has the ability to fund the proposed 4% wage increases. The City had a General Fund beginning balance for 2014 of over 7 million dollars. The City's audited financial statement for 2012 touted its strong industrial base while indicating that it is one of the fastest growing communities in the region. Moody's gave the City a favorable bond rating noting its moderately sized tax base, solid operating reserves, and moderate debt burden. Over the last three years, the City's revenues have exceeded expenditures resulting in an increase of nearly 2 million dollars in the General Fund unencumbered balance at the end of 2013. The Union submits that the City clearly has the ability to pay

for the Union's proposed wage increases which are estimated to cost about \$60,000 annually for both bargaining units.

The Union also cites comparable municipalities in the greater Dayton and Cincinnati regions in support of its position. The comparables show that wages for Monroe police officers are nearly 11% below average while the sergeants are paid almost 14% below their comparables. Moreover, jurisdictions in the area are receiving on average wage increases of nearly 2.5% in 2014. Therefore, the 4% increases proposed here by the Union are reasonable so that bargaining unit members can gain ground with respect to wages amongst comparables in the area.

The Union further maintains that its wage proposal must be considered in light of the significant additional costs which the City has imposed upon bargaining unit members for health insurance over the last several years. The evidence shows that Monroe sergeants and police officers pay a monthly premium significantly higher than comparable public employees. In the Dayton and Cincinnati regions, employees pay an average of about 13% toward family plan premiums. However for Monroe employees, they are now paying 17% towards the cost of their health insurance premium. Moreover, the City also recently changed the deductibles to a 90-10 co-insurance plan. Additionally, the City has increased maximum annual out-of-pocket costs for employees. The Union submits that other fact-finders in similar circumstances have ruled that significant increases in employee health insurance costs should be paid for by the city

with higher than normal wage increases. The Union's wage proposal in this case is more than reasonable and should be awarded.

The City contends that its proposal of 0%, 2% and 2% is fair and reasonable. The City has always adhered to a principle of internal parity with respect to wage increases. Over the last decade, the police and fire bargaining units have always received the same wage increases. When the parties bargained during the Great Recession, both the police units and the fire unit agreed to a 2% lump sum payment in 2011, a wage freeze in 2012, followed by a reopener in 2013. It is undisputed that the police wage increases have historically been identical to those of the firefighters' unit.

The City recently negotiated an agreement with the firefighters which provides for a 0%, 2%, and 2% wage settlement. This would apply for the period from January 1, 2014 through December 31, 2016. It is a matter of fairness that the police officers and sergeants should now receive the same amount as that provided to the firefighters. If the police units obtain a greater wage increase, then they will be receiving wage increases in excess of those granted to the firefighters for the first time in a decade. The City notes that both the entry level and top salaries for firefighters and police officers are currently the same.

The City also cites external wage comparisons in support of its position. It points out that in the Cincinnati area, wage settlements for police officers average 1.66%, 1.20% and 0.96%. The City points out that recent increases received by the Monroe police bargaining units included a 2% lump sum and a 2.8% base increase which

outpaced the average increases in the area. Moreover, the average top pay for a police officer according to SERB is \$56,594. A Monroe police officer currently tops out at \$58,033. Likewise, the sergeants' top pay in Monroe is \$65,577 as compared to highest average sergeants' pay in the state of \$64,523. Even when compared to other jurisdictions with similar populations, the police officers and sergeants' wages are near median wage.

The City acknowledges that its financial condition has recently stabilized. However, the City must exercise fiscal restraint in good years in order to be ready for bad years. The City Finance Director, Kacey Waggaman, testified that available cash balances are actually declining because of a decrease in revenue and increase in expenses. The Finance Director stated that a significant source of revenue, state funding, has been eliminated or substantially reduced. Local government funding by the state has been cut in half. The City also has suffered the loss of estate tax revenue. The unencumbered balance in the General Fund actually declined from 7.6 million dollars on January 1, 2013 to about 7 million dollars at the beginning of the current year.

The City submits that the existence of sufficient reserves should not result in overly generous wage increases. Arbitrators have recognized that maintaining healthy reserves is vital to good financial management. Moreover, the City operates in a cash basis meaning that it must maintain at least 3.2 million dollars in reserves each year solely to meet its needs during the first quarter of the year. Therefore, the City's General

Fund balance should not result in the police officers receiving wage increases greater than 0%, 2% and 2%.

ANALYSIS - After careful review of the evidence and arguments presented by the parties, this fact-finder recommends wage increases of 2% effective June 1, 2014, 2% effective June 1, 2015, and an additional increase of 2% on June 1, 2016. The current sergeant differential of 13% shall remain the same without any change. Likewise, the shift differential provision for sergeants who are not on rotating shifts but who are assigned to the second and third shifts shall remain the same as currently provided of an hourly shift bonus of \$.40, in addition to the regular hourly rate. However for patrol officers, it is recommended that the same shift differential provision provided to the sergeants be included in their contract.

External comparables support the recommended wage increases herein. A comparison of sergeant and police officers' wages in municipalities in the greater Dayton and Cincinnati areas, establishes that the Monroe police officers and sergeants' wages fall below the average. The police officers are nearly 11% below average while the sergeants are paid almost 14% below their comparables. It was accepted in this case that the cities of Franklin, Lebanon, Springboro and Trenton which are all in the immediate area are the most comparable to Monroe in terms of size and tax base. When the wages are compared for police officers and sergeants in Monroe with those received by officers in these other jurisdictions, it is shown that the police officers in Monroe are about 6% below average

with the sergeants' wages being about 7.5% below the average in these comparable jurisdictions.

Most significantly when one looks at the comparable jurisdictions in the area, the police officers are receiving wage increases of nearly 2.4% in 2014. The average sergeant's wage in these neighboring jurisdictions will on average increase 2.5%. In Franklin and Trenton, the police officers' wages will increase 2% for the current year. In Lebanon, wages for police officers will increase 2.5%, and in Springboro the increase is 3%. Such evidence supports this fact-finder's recommendation for a 2% wage increase for patrol officers on June 1, 2014. Moreover, it would be reasonable to provide that the first year 2% wage increase be made retroactive to June 1, 2014.

This fact-finder has further determined that the City has the ability to finance the recommended wage increases out of currently available revenues. It was shown that the City had an unencumbered cash balance in the beginning of 2014 of about 7 million dollars. Even the Finance Director acknowledged that the City is projecting a year-end balance of about 5.8 million dollars for the current year. The estimated cost for a 1% increase in wages for the bargaining units is about \$18,000. Therefore, a 2% wage increase recommended for the bargaining units for the current year will cost the City about \$36,000. Clearly, the City has the ability to finance the recommended wage increase out of its current General Fund revenues.

The City has argued that the internal comparison with the firefighters' unit should be controlling in this case. It is recognized that the firefighters in the City

negotiated a new Contract which provided for a wage freeze for the firefighters for 2014. However under SERB's guidelines, this fact-finder must not only consider internal comparisons but also external ones with comparable jurisdictions. As previously discussed, the external comparable wage evidence presented clearly demonstrates that the Monroe patrol officers and sergeants are paid less than officers in comparable jurisdictions in the immediate area. Again when compared with wages received by officers in the cities of Franklin, Lebanon, Springboro and Trenton, the Monroe police officers' wages fall about 6% below average. Likewise, the sergeants' pay here is about 7.5% less than that paid to sergeants in these comparable jurisdictions. Moreover, it was established that the wage increases in these comparable jurisdictions for patrol officers will be about 2.4% in 2014. It is these external wage comparisons which this fact-finder finds to be more relevant than the internal comparison with firefighters in the instant case. It certainly is more reasonable to compare the wages of police officers and sergeants here with the wages of similarly situated officers in these other jurisdictions.

This fact-finder has further determined that there should be no change in the current sergeants' shift differential set forth in Section 14.1(D) of Article 14. Currently, sergeants who are assigned to the second or third shifts and who are not on rotating shifts receive an hourly shift bonus of \$.40 in addition to their regular hourly rate. This fact-finder finds no basis in support of the Union's request that the language "who are not on rotating shifts" be removed from this provision. As such, it is recommended that the

current 14.1(D) provision remain the same without any change. Likewise, it should be noted that there is to be no change in the current sergeant differential of 13%.

With respect to the Union's proposal regarding a shift differential provision for the patrol officers' contract, this fact-finder finds that a provision similar to that contained in the sergeants' contract would be appropriate. That is, employees who are not on rotating shifts but are assigned to second or third shift will be entitled to an hourly shift bonus of \$.40, in addition to their regular hourly rate. The internal comparison with the sergeants' contract supports this additional language for the patrol officers' contract.

RECOMMENDATION

It is the recommendation of this fact-finder that wage increases be provided of 2% in each year of the Contract as more fully set forth below:

ARTICLE 14 - WAGES

Effective June 1, 2014 - Two percent (2%) increase.

Effective June 1, 2015 - Two percent (2%) increase.

Effective June 1, 2016 - Two percent (2%) increase.

Shift Differential (Sergeants) - No change, current language.

Shift Differential (Patrol Officers) - Add the following provision:
Patrol officers who are not on rotating shifts but are assigned to second or third shifts will be entitled to an hourly shift bonus of \$.40 in addition to their regularly hourly rate.

2. ARTICLE 23 (PATROL) & ARTICLE 22 (SERGEANTS) - INSURANCE

The City proposes new language whereby if employees waive healthcare, dental and vision insurance coverage, they are to be paid a lump sum of \$2,500 for a single plan and \$3,500 for family plan. The current provision provides that the employees are to be paid a lump sum of \$3,000. The City further proposes a new provision effective January 1, 2015 whereby health insurance coverage for spouses of employees will only be provided if the spouse cannot obtain health insurance elsewhere such as where they are employed. The Union opposes any new spousal carve-out provision. The Union proposes that the City fund at least 60% of the insurance deductible which is to be placed into Health Savings Accounts for the employees. The City opposes any such new provision.

With respect to its first proposal, the City points out that it saves more when an employee eligible for a family plan waives healthcare coverage. It makes more sense to provide them with a greater lump sum payment than those on a single plan. The City submits that there is no reason that single plan employees should receive the same incentive as family plan employees.

With respect to the spousal carve-out provision which it has proposed, the City argues that such provisions are becoming more common in both the private and public sector. More and more employers are refusing to offer coverage for an employee's spouse if they are eligible for insurance elsewhere. The City points out that it already

applies a similar policy to non-union employees and has obtained this provision in its fire contract.

The Union opposes the spousal carve-out provision proposed by the City. The Union argues that spousal coverage is a valued benefit to its members. According to the Union, such spousal carve-out provisions are no longer as common as they were in recent years.

The Union submits that its proposal regarding the City funding 60% of the deductible by placing that amount into a health savings account for employees merely reflects what is currently being done by the Employer. In support of its proposal that the City fund 60% of the deductible by placing that amount into Health Savings Accounts for employees, the Union points out that the City recently switched to a high deductible plan with a 90-10 coinsurance. Additionally, the City has increased maximum annual out-of-pocket costs in a manner that could negatively impact every employee's financial circumstances. The Union also notes that bargaining unit members are now paying 17% toward the cost of their health insurance premiums which exceeds that paid by comparable public sector employees.

ANALYSIS - This fact-finder would recommend the new bifurcated lump sum payment provision proposed by the City for those who waive healthcare coverage. It would be reasonable to provide a greater lump sum payment to those who waive family plan coverage. As the City points out it pays \$342 per month per employee for a single plan and \$1,056 per month per employee for a family plan. Therefore offering

employees the same incentive to waive coverage as is currently provided does not make any sense in view of the significant differences in costs to the City. The bifurcated proposal for lump sum payments for employees who waive healthcare should be adopted.

This fact-finder would also recommend the Employer's proposal with respect to having a spousal carve-out provision included in the Contract. It was established that more public employers are refusing to offer health insurance coverage for an employee's spouse if they are eligible for insurance elsewhere such as where they are employed. Internal comparisons provide further support for the conclusion that the spousal carve-out provision is appropriate for the bargaining units here. The City already applies the spousal carve-out policy to non-union employees and has obtained this provision in the firefighters' contract. In all respects, this fact-finder finds that it would be reasonable to include the spousal carve-out provision in the parties' Agreement.

This fact-finder has further determined that the Union's proposal regarding the City's contribution to the employees' health savings account in the amount of 60% of the total deductible should be adopted and included in the parties' Contract. As the Union indicated, its proposal merely reflects the amount of the City's current funding of employee health savings accounts to cover insurance deductibles. It was shown that currently the City funds 60% of the deductible by placing that sum into health savings accounts for employees. SERB's 2013 report on health insurance in Ohio's public sector indicates that many high deductible health plans are coupled with health savings accounts which an employer partially or fully funds. SERB's report indicates that the employer

contributions that cover employee deductibles generally are similar to that which is provided by the City of Monroe. Therefore considering that the City is already making a contribution to employees' health savings accounts to cover employee deductibles, this fact-finder finds that it would reasonable to incorporate the current practice into the parties' Agreement.

This fact-finder would further like to note that both parties agreed that effective June 1, 2014, the employees' premium share for healthcare and dental shall remain at the current 17% rate for the duration of the Agreement. Therefore, this fact-finder would recommend that this provision be included in the Contract.

RECOMMENDATION

This fact-finder would recommend the City's proposal for bifurcated lump sum payments to employees who waive healthcare as more fully set forth as follows:

Section 23.7 (Patrol Officers) & Section 22.6 (Sergeants)- Insurance

Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

This fact-finder would recommend the City's proposal for a new Spousal Carve-out Provision for both bargaining units.

Effective January 1, 2015, health insurance coverage for spouses of employees will be provided upon certification by the Employee that the employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following: This fact-finder recommends the exact language proposed under subsections a, b and c of the Employer's proposal.

This fact-finder recommends for health and dental insurance premiums the language basically agreed upon by the parties as follows: Effective June 1, 2014, the employees' premium share for healthcare and dental shall remain at seventeen percent (17%) for the duration of the Agreement.

This fact-finder would further recommend the adoption of the Union's proposal pertaining to contributions to an employee's health savings account in the amount of 60% of the total deductible as follows: The City shall continue to contribute to the employee's health savings accounts in the current amount of 60 percent (60%) of the total employee deductible.

**3. ARTICLE 16 (PATROL OFFICERS) & ARTICLE 15 (SERGEANTS)
HOURS OF WORK AND OVERTIME**

The Union proposes that sick leave and compensatory time be included as "hours worked" for purposes of determining overtime. The City proposes that overtime compensation is to be provided for all hours worked in excess of 86 hours rather than the current 80 hours per 14-day work period. Under the City's proposal, sick time off or comp time would not be counted for purposes of determining overtime.

The Union also proposes that the Shift Selection Provision be amended to allow employees to select permanent shifts annually based on seniority in rank. The City opposes any such amendment to the Shift Selection Provision.

The Union also proposes to modify that section which relates to the granting of comp time. Under the Union's proposal, comp time requests would be granted "unless its utilization unduly disrupts the operation of the department." The City proposes to retain the current language which provides that compensatory time shall be granted according to law.

The Union argues that it is only reasonable that sick leave be counted towards the computation of overtime. If an employee uses sick leave and returns to work, that sick leave usage should be included as hours worked for purposes of overtime compensation. Likewise, the Union believes that it is only fair that comp time be included as hours worked for determining overtime pay.

The Employer contends that the Union's proposal would impose a significant negative impact on the City. Under the Union's proposal, an employee who takes a

significant amount of sick leave or comp time in any given two week period would still be eligible for overtime. Therefore eligibility for overtime would no longer be an incentive for non-use of sick leave or comp time. Additional absenteeism would also result in greater costs to the City.

With respect to shift selection, the Union submits that it merely wants to place language in the Contract which reflects the current practice followed by the police department with respect to shift selections. It is only reasonable that an employee with more seniority should have the opportunity to select whatever shift they choose. It is unreasonable to allow the City to move the more senior employees to less desirable shifts.

The City argues that a determination as to which employees are to work what shift is a decision best left to the discretion of the Police Chief. If officers have unique skills, the Chief must be able to schedule officers to fit certain situations. Moreover, it is in the employee's best interest to have exposure to different shifts. If a less experienced employee does not have the opportunity to work the day shift, they would lose important daytime on the job training.

The Union contends that it is reasonable to include language pertaining to the granting of comp time whereby it would be provided unless it "unduly disrupts" the department. Bargaining unit members should not be deprived of comp time which they have rightfully earned. The City contends that the current language has been working well. The current Contract reflects that the parties must comply with the minimum

standards found under federal law for the granting of the use of comp time. Moreover, there have been no complaints regarding the denial of comp time usage.

ANALYSIS - This fact-finder does not recommend the changes proposed by the City and Union with respect to the computation of overtime. There was no basis established by the City to provide that overtime compensation is to be provided only for all hours worked in excess of 86 hours per 14-day work period. The standard is that overtime pay is to be provided for hours worked in excess of 80 hours. That provision should be retained.

This fact-finder also does not find any basis for modifying the computation of the overtime provision to include sick leave and compensatory time as hours worked for purposes of determining overtime. There was no comparable evidence cited which showed that such provisions are found in other police contracts in the area. Moreover as the City points out, it would be unreasonable for an employee who takes significant amounts of sick leave or comp time in any given two week period to still be eligible for overtime. There would also be an additional cost for the City to include sick time and comp time for purposes of calculating overtime. The current provision for computing overtime should be retained without any change.

With respect to shift selection, this fact-finder would not recommend the adoption of the Union's proposal. Apparently, the department does let officers select their shifts but seniority is not necessarily followed. The Police Chief indicated that he has always endeavored to assign shifts in a fair and reasonable manner. There was no

evidence presented showing that there have been any arbitrary shift assignments made by the department. The City was persuasive in arguing that a determination as to which employees are to work what shift should best be left to the discretion of the Police Chief. Therefore, this fact-finder does not recommend any change in the current Shift Selection Provisions.

This fact-finder also does not recommend any change in the current Compensatory Time Provision which provides that comp time is to be granted pursuant to the minimum standards of the Fair Labor Standards Act. There is every indication that the current language has been working well. There simply was no basis established for the addition of the "unduly disrupts language" proposed by the Union.

RECOMMENDATION

This fact-finder recommends that current language be retained without any change in Article 16 (Patrol) and Article 15 (Sergeants) with respect to Hours of Work and Overtime.

16.5 (Patrol) - Basis for computing overtime and premium pay -
Current language, no change.

15.5 (Sergeants) - Basis for computing overtime and premium pay -
Current language, no change.

Shift Selection - 16.7 (Patrol) and new 15.12 (Sergeants) - Current
language, no change.

Granting of compensatory time - 16.10(b) (Patrol) - Current language,
no change.

4. HOLIDAYS

The Union proposes to add Veterans Day to the list of holidays for employees on a four on, two off schedule. The City opposes adding Veterans Day for officers on a four on, two off schedule.

The Union contends that it would only be reasonable to add Veterans Day as a holiday for employees on a 4 and 2 schedule. All other employees in the City receive Veterans Day as a holiday. Those employees working a 5 and 2 schedule receive Veterans Day as a holiday.

The City maintains that in 2012, the parties negotiated an MOU regarding a new 4 and 2 schedule. However because those employees received significantly more time off, it was agreed that there would be a reduction in the number of holidays. As a result, the Union agreed to remove Veterans Day from the list of holidays for 4 and 2 officers. It would be inappropriate to award Veterans Day as a holiday for those employees on a 4 and 2 schedule.

ANALYSIS - This fact-finder does not recommend that Veterans Day be added as a holiday for those police officers on a 4 and 2 schedule. In 2012, the parties negotiated an MOU regarding a new 4 and 2 schedule. That MOU reflects that Veterans Day would not be a legal holiday for 4 and 2 scheduled bargaining unit employees. This fact-finder found no basis for now adding Veterans Day to the list of holidays for 4 and 2 scheduled officers. In that the Union previously agreed to forego Veterans Day as a holiday for 4 and 2 officers as part of the Memorandum of Understanding implementing

the 4 and 2 schedule, this fact-finder does not find any basis for now adding Veterans Day to the list of holidays for those particular employees.

RECOMMENDATION

It is the recommendation of this fact-finder that Veterans Day not be added to the list of holidays for employees on a 4 and 2 schedule.

HOLIDAYS

Veterans Day Holiday not to be added to list of holidays for police officers on a 4 and 2 schedule.

5. VACATIONS

The Union seeks to reduce the number of years of service for the top level of vacation benefits from twenty years to fifteen years of service. The top vacation benefit is 5 weeks or 25 days. The Union also proposes to change language in Section 19.2 pertaining to "Jump Years" to reflect the fifteenth rather than twentieth year of service. The City opposes any change in the current Vacation Provision.

The Union cites comparable evidence in support of its position. In Franklin, employees receive 25 days of vacation after fifteen years of service. In Trenton, officers receive 200 hours of vacation after fourteen years of service. The Union submits that it would only be reasonable to likewise provide that the top vacation benefit of 5 weeks or 25 days should begin after fifteen years of service rather than the current twenty years.

The City cites internal comparables in support of its position that there should be no change in the current Vacation Provision. Both the IAFF Unit and the Teamsters Unit receive 5 weeks/25 days of vacation at twenty years of service. The City also cites its own comparable cities of similar population size which indicates that the vast majority provide for their top vacation level at twenty years of service. Moreover, the Employer maintains that the Union's proposal would impose significant long term costs on the City.

ANALYSIS - This fact-finder does not recommend any change in the current Vacation Provision as proposed by the Union. Internal comparisons show that currently employees in both the IAFF Unit and Teamsters Unit receive 5 weeks/25 days of vacation or the equivalent at twenty years of service. Moreover, external comparisons for

Ohio cities with similar populations show that for the most part the top vacation benefit is provided after twenty years of service. Even Springboro which is one of the comparable jurisdictions cited by the Union, shows that they provide 5 weeks of vacation after twenty years of service. There simply was insufficient basis established for increasing the vacation benefit as proposed by the Union for both the Patrol Officers and Sergeants Units.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current provision which provides that the top level of vacation benefit, 5 weeks or 25 days be provided after twenty years of service.

VACATIONS - Amount of vacation - Current language, no change.

6. ARTICLE 24 - SAFETY AND HEALTH

The Union has proposed to modify Section 24.10 to require the City to maintain a minimum of two full-time officers at all times per shift. The City opposes any change to the current provision. Section 24.10 currently provides that the City "will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift."

The Union argues that its proposed change to Section 24.10 is reasonable. It would simply require the City to maintain a minimum of two full-time officers at all times per shift. The Union strongly objects to the use of part-time employees to meet any minimum manning requirement.

The City maintains that the Union's proposal would seriously undermine its managerial rights to determine the size and the composition of its workforce. The language would impose a minimum standard requirement on the City and would mandate that this requirement be met by using only full-time officers. Currently, the City has one part-time employee who is utilized to fill gaps where needed when full-time employees are unavailable.

ANALYSIS - This fact-finder does not recommend any change in the current Section 24.10 provision of the patrol officers' contract. There was insufficient basis established for the modification proposed by the Union. There was no evidence produced which showed that such minimum manning requirements are commonly found in public safety bargaining agreements. Moreover, there were no problems cited with the current

language which allows the Police Chief to maintain adequate levels of staffing as necessary including the use of the one part-time employee to provide safe staffing levels.

RECOMMENDATION

With respect to Section 24.10 of the Patrol Officers' Contract, this fact-finder does not recommend that there be any change in the current provision.

ARTICLE 24 - SAFETY AND HEALTH

Section 24.10 - No change, current language.

7. NEW ARTICLE (Patrol Only) - USE OF PART-TIME EMPLOYEES

The Union proposes a new article regarding the use of part-time employees. The proposal provides that only one part-time officer may be utilized per shift, restricts the use of part-time employees for overtime assignments, and requires the layoff of part-time employees before full-time employees. In addition, the Union's proposal provides that no part-time officers will be paid an hourly wage that is greater than any full-time officer and that all new positions established in the police department would first be offered to current bargaining unit members prior to utilizing part-time officers. The City opposes any new provision pertaining to the use of part-time employees.

The Union submits that its proposal is reasonable and can be found in other police contracts. The Union argues that there is no reason to use part-time employees except to supplement full-time officers. The Union is concerned that there could be a greater use of part-time offices in the future which could erode the bargaining unit.

The City maintains that it has not used part-time employees at the expense of full-time employees. One part-time employee has only been used as a "floater" to substitute for full-time employees who need to take paid time off. Moreover if the City is required to offer overtime before using a part-time employee, the City would incur significant additional costs.

ANALYSIS - This fact-finder does not recommend any new provision pertaining to the use of part-time employees as proposed by the Union. There was insufficient evidence presented in support of the Union's proposal. Moreover, it was

shown that the City currently uses its one part-time employee to act as a "floater" to substitute for full-time officers who need to take time off. There was no evidence that the City has utilized part-time employees to erode the bargaining unit. As a result, this fact-finder finds no basis to recommend the new part-time employee provision proposed by the Union.

RECOMMENDATION

This fact-finder does not recommend any new provision as proposed by the Union for the use of part-time employees.

NEW PROVISION - USE OF PART-TIME EMPLOYEES

Not recommended.

8. EXTRA DUTY DETAILS - NEW ARTICLE

The Union proposes a new article that sets out the procedure to be followed for the assignment of extra duty details. The Union's proposal includes promptly posting extra duty details with priority given first to the bargaining unit member with the least number of extra duty details worked in a given calendar year. The new proposal would also provide that extra duty details be distributed by a detail scheduling officer agreed to by the parties. In addition, extra duty details are only to be offered to non-bargaining unit employees when all bargaining unit members are unavailable. Under the Union's proposal, the Employer is to permit the employee to use a police cruiser for every extra duty detail at no cost to the employee. The pay rate for all extra duty details would be by mutual agreement of the parties. The City opposes any new article pertaining to extra duty details.

The Union maintains that it simply wants to memorialize the current practice followed in the department with respect to extra duty detail assignments. The Union submits that its proposal which sets forth the method currently used for extra duty details should be incorporated into the parties' Contract.

The City contends that the new article would place a substantial administrative burden on the police department in determining extra duty details. The City points out that it has been assigning extra duty details without the proposed contract language and there have been no problems reported. The Police Chief has a system which provides for an equitable distribution of extra duty opportunities.

ANALYSIS - This fact-finder does not recommend any new article pertaining to extra duty details. There was insufficient evidence produced to support the Union's proposal pertaining to extra duty assignments. The City however produced documentation which showed that the Police Chief has endeavored to provide a fair and equitable distribution of extra shift duty opportunities. There was no evidence that the current practice has created any problems for bargaining unit members. As a result, this fact-finder does not find any basis to include in the parties' contract a detailed process as proposed by the Union for extra duty assignments.

RECOMMENDATION

This fact-finder does not recommend any new article pertaining to extra duty details.

NEW ARTICLE - EXTRA DUTY DETAIL - Not Recommended.

9. ARTICLE 13, SECTION 13.3 - CELL PHONES

The City proposes to reduce the monthly stipend for cell phone usage from \$52 to \$34. The Union opposes any change in the current provision.

The City contends that the purpose of the requested change is to conform the contract language to the actual cost of cell phone coverage. Currently, the City permits employees the option of utilizing a City cell phone. The City points out that each City cell phone costs approximately \$34 per month. As a result, the City argues that it should not be required to pay a stipend to the employee that is more costly than the current amount for providing a cell phone directly to the employee.

The Union claims that the current monthly stipend of \$52 to employees to defray of costs of providing their own cell phone for departmental business is reasonable. The Union maintains that the City has not established a basis for making any change in the current stipend. The cost of cell phone plans has remained fairly constant or even increased over the years.

ANALYSIS - This fact-finder does not recommend any change in the current provision of providing a monthly stipend for cell phone usage of \$52. There was insufficient evidence provided to show that the current stipend is unreasonable. The evidence failed to show that the cost of cell phone plans has fallen since the provision was initially included in the parties' Agreement. To the contrary as the Union indicated, it appears that cell phone plans have actually increased in cost which would support the

continued stipend of \$52 per month. There simply was insufficient basis established to show that a reduction in the monthly stipend for cell phone usage should be reduced.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current Cell Phone Provision.

ARTICLE 13, SECTION 13.3 - CELL PHONES
Current provision, no change.

10. INJURY LEAVE

The City proposes to modify the current provision so that the 120 days of occupational injury leave is to begin on the day of the injury. The Union proposes to maintain the current contract language.

The City maintains that its proposal will simply clarify that occupational injury leave is to begin on the date of the injury. The 120 day injury leave provision is intended to provide employees with enough time to cover from any qualifying injury. The City maintains that employees will not be prejudiced by the clarification which it seeks in the Injury Leave Provision.

The Union argues that the current provision is reasonable and should be retained. The Union points out that an injury to a bargaining unit member does not always show up right away and therefore using the date of the injury as a triggering date for occupational injury leave would be unreasonable. The Union submits that the change sought by the City could result in financial harm to an injured employee.

ANALYSIS - This fact-finder would not recommend any change in the current Injury Leave Provision. There was insufficient evidence presented to support the City's proposed change in language. Moreover as the Union points out, it could work to the detriment of an injured employee to have the occupational injury leave begin on the date of injury. There are cases where an injury does not show up right away and therefore an employee could be delayed in filing a claim for occupational injury leave. As a result,

this fact-finder does not find that it would be reasonable to amend the Injury Leave Provision as proposed by the City.

RECOMMENDATION

With respect to Injury Leave, this fact-finder does not recommend any change in the current provision.

INJURY LEAVE - Current language, no change.

CONCLUSION

In conclusion, this fact-finder hereby submits his recommendations on all of the outstanding issues presented. It is also the recommendation of this fact-finder that all previously agreed upon tentative agreements be incorporated into the parties' Agreement.

AUGUST 8, 2014

James M. Mancini /s/

James M. Mancini, Fact-Finder

Case Number: 2014-MED-02-0137 Case Number: 2014-MED-02-0138 Case Number: _____
Case Number: _____ Case Number: _____ Fact-finding Report/Conciliation Award
Employer Name: City of Monroe County: _____ Neutral: James M. Mancini
Employer Organization: OPBA Date Issued: 8-8-2014 # of Issues 10 FF/Conciliation

For internal entry only BU: _____ Employee Type: _____ Employer Type: _____

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Bargaining Unit Work.	_____
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Compensatory Time.	_____
Differential (CIRCLE ONE)	
Rank/Shift.	_____
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Drug Testing.	_____
Duration.	_____
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Employee Rights.	_____
EMT/Paramedic Certification.	_____
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Retroactivity. _____
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Rules and Regulations. _____
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Issue #3 <u>Extra Duty Details</u>	<u>27</u>
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Issue #5 _____	_____

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PERCENT WAGE INCREASE PROPOSALS Increase Date

Employer % WAGE Increase. <u>0</u> %	<u>2014</u>
Employer % WAGE Increase. <u>2</u> %	<u>2015</u>
Employer % WAGE Increase. <u>2</u> %	<u>2016</u>
Union % Wage Increase <u>4</u> %	<u>2014</u>
Union % Wage Increase <u>4</u> %	<u>2015</u>
Union % Wage Increase <u>4</u> %	<u>2016</u>
Neutral's % wage Increase. <u>2</u> %	<u>2014</u>
Neutral's % wage Increase. <u>2</u> %	<u>2015</u>
Neutral's % wage Increase. <u>2</u> %	<u>2016</u>