

**FACT FINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO**

| | | |
|-----------------------------------|---|----------------------|
| IN THE MATTER OF | : | |
| FACT FINDING BETWEEN | : | |
| | : | |
| CITY OF LIMA, | : | |
| PUBLIC EMPLOYER | : | REPORT OF THE |
| | : | FACT FINDER |
| -AND- | : | |
| | : | |
| FRATERNAL ORDER OF POLICE, | : | |
| OHIO LABOR COUNCIL, INC., | : | |
| EMPLOYEE ASSOCIATION | : | |

SERB CASE NO(S): 14-MED-10-1437; 14-MED-10-1438;
14-MED-10-1439; and, 14-MED-10-1440

BARGAINING UNIT(S):

Case No.: 14-MED-10-1437

Included: Detectives, Patrol Officers and ID Officers

Excluded: All other Employees

Case No.: 14-MED-10-1438

Included: Police Dispatchers (Communications Operators) and Technology Coordinator

Excluded: All other Employees; and, all Supervisory, managerial, casual, part-time, Seasonal, and temporary dispatchers

Case No. 14-MED-10-1439

Included: Corrections Officers:

Excluded: Chief Sergeants and above, Patrol and Detectives, Communications Officers and all other Employees

Case No. 14-MED-10-1440

Included: All Vehicle Enforcement Officers

Excluded: All other Employees

**MEDIATION SESSIONS /
FACT FINDING HEARING:**

July 30, 2015; Lima, Ohio
September 25, 2015; Lima, Ohio

FACT FINDER:

David W. Stanton, Esq.

APPEARANCES

FOR THE CITY

Aaron K. Weare, Attorney, Senior Consultant
Kevin J. Martin, Chief of Police
Steven Cleaves, Finance Director
Jim Baker, Major, Lima Police Department
Vince Ozier, Director of Human Resources

FOR THE FOP

Andrea H. Johan, Senior Staff
Representative
Jackie Wegman, Staff Representative
Andrew M. Johnson, Detective
Scott Jones, Patrolman
Mark Frysinger, Patrolman

ADMINISTRATION

By e-mail correspondence dated November 24, 2014, from Donald M. Collins, General Counsel for the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his mutual selection to serve as Fact Finder to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-09-05(J), in an effort to facilitate resolution of those issues that remained at impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful.

Through the course of the administrative aspects of scheduling this matter, the Fact Finder discussed with Principal Representatives of these Parties regarding the overall Collective Bargaining “atmosphere” relative to the negotiation efforts by and between them and learned that overall these Parties have enjoyed, and will likely continue to enjoy, what can be best characterized as a seemingly amicable collective-bargaining relationship. In fact, as the

evidence of record indicates, both Parties agreed to numerous extensions of the Fact Finding statutory process to continue their efforts of reaching a Tentative Agreement.

On July 30, 2015, at the administrative offices of the City of Lima, Ohio, the Parties engaged in Mediation facilitated by the Fact Finder which led to fruitful discussions concerning the remaining issues at impasse that proved to be beneficial to both sides. Given the difficulty attendant with scheduling involving all members of each respective Bargaining Team and the Fact Finder, this matter was rescheduled to September 25, 2015, wherein the Parties again met with the undersigned to commence Fact Finding under the statutory process. At the preliminary stages of that Hearing, the undersigned Fact Finder met with the designated Party representatives privately to discuss certain matters that may, based on the Pre-hearing Statements provided by each Party advocate, be subject to tentative agreements. In an effort to remove those items from consideration and therefore avoid the seemingly unnecessary presentation of evidence based thereon, the Parties identified those issues that had been subject to prior tentative agreements. As such, those shall be subject to recommendation herein to be included as Tentative Agreements in the successor Collective Bargaining Agreement.

During the preliminary considerations prior to the commencement of the formal Fact Finding Hearing, the Parties continued to exhibit their desire to reach a Tentative Agreement. At the request of the Fact Finder, the Parties engaged in further Mediation efforts that resulted in the Parties reaching Tentative Agreement on each of the remaining issues subject to impasse. The Parties have stipulated that any and all Tentative Agreements reached prior to the Mediation Sessions/Fact Finding Hearing as identified herein be included in the successor Collective Bargaining Agreement upon its ratification and approval.

During the course of the Mediation Sessions that ensued, each Party was afforded a fair and equal opportunity to present testimonial and/or documentary evidence in support of issues advanced. The evidentiary record of this proceeding was presented to the Fact Finder, who has determined such provides sufficient basis to support the issuance of this Report based on the agreements reached by these Parties based thereon. Additionally, the Parties have indicated the positions taken in the Pre-hearing Statements taken and filed in accordance with the statutory mandates and accompanying documentation provided at the initial stages of the July 30, 2015, Mediation Session, adequately represented each Party's respective position regarding the aforementioned Articles subject to the impasse under the statutory process. Those issues that were the subject of the impasse are identified in this Fact Finding Report for consideration by the City and the respective Bargaining Units represented herein.

STATUTORY CRITERIA

The following recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interests and concerns; and, are made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the Fact Finding statutory process as follows:

1. Past collectively bargained agreements, if any, 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 interests and welfare of the public and the ability of the Public Employer to finance and administer the issues proposed and the effect of the adjustment on a 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 in 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 BARGAINING UNIT(S) DEFINED:
THEIR DUTIES AND RESPONSIBILITIES TO THE COMMUNITY;
AND, GENERAL BACKGROUND CONSIDERATIONS

The City of Lima, Ohio, hereinafter referred to as the “Public Employer”, the “Employer” and/or the “City,” is Party to a Collective Bargaining Agreement, Joint Exhibit-1, with the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Employee Organization” and/or the “Union,” which sets forth the terms and conditions of employment, as well as, recognition of the FOP, Ohio Labor Council, as the sole and exclusive Collective Bargaining Agent for the Employees identified in these respective Bargaining Units. The members in the Bargaining Units that are a part of this Fact Finding proceeding are commonly referred to as the “Blue Unit” - four (4) separate Bargaining Units for consideration herein. These four (4) Units have traditionally engaged in multi-unit bargaining and have done so through the course of these negotiations. As such, this Report will be applicable to each of the four (4) Units identified herein.

The City of Lima, Ohio, is a city in, and the county seat of, Allen County, Ohio. It is located in northwestern Ohio along Interstate 75, approximately 70 miles north of Dayton, Ohio, and approximately 80 miles southwest of Toledo, Ohio. Based on the most recent United States Census, the City had a population of 38,771. It is flanked on each side by the counties of Putnam, Hancock, Hardin, Auglaize, Mercer and VanWert. The Bargaining Units involved in this process are under the discretion and direction of the Employer; the appointing authority being the City of Lima Mayor. Kevin J. Martin is Chief of Police. The Police Department and its

Employees are responsible for fielding phone calls from the public, directing incoming calls and reports, law enforcement duties, police patrol functions and responsibilities, interdepartmental technology matters, the investigation of crimes and the protection of the citizens of the City of Lima.

As the evidence of record demonstrates, Unit B - Patrol Officers - are responsible for law enforcement within the City. They keep the peace by patrolling the streets and roads and respond to calls requesting assistance at crime scenes and accidents. In an effort to foster good relationships with the citizens they also learn the residents in the areas in which they patrol. They are responsible for covering the public window just inside the front of the Department and function to take reports, answer telephone calls, and greet members of the public that come into the Department. The Patrol Officers number approximately 50; and, the Detectives and ID Officers number approximately 10-11 Employees who are responsible for in-depth investigations of criminal matters for adults and juveniles. Both Patrol Officers and Detectives are required to testify in court when subpoenaed to do so.

Unit C is made up of Police Dispatchers, otherwise known as Communications Operators, who are responsible for answering incoming calls at Dispatch Centers from the public in emergency situations and non-emergency situations and then dispatch Officers to the scene where the call originates as the situation dictates. They monitor the whereabouts of Patrol Officers, as well as, the Sergeants and Lieutenants, on each respective shift. They are responsible for entering, maintaining and updating information on warrants, as well as, other "LEADS" functions. Dispatchers also field calls for the Fire Department, Dog Warden and local utility companies. The Police Dispatchers number approximately 9 members and the Technology Coordinator who is a Police Department Employee. The evidence also demonstrates

that while the position of Technology Coordinator remains part of this Bargaining Unit, there is not currently nor has there been anyone holding this position since the person who held that position retired approximately two years prior.

Unit D is made up of the Corrections Officers numbering approximately three members. They are responsible for transporting prisoners to the Lima Municipal and/or the Allen County Courts and any other court or judicial appearances. They guard these prisoners in the court rooms and in the jail facilities before and after prisoners make their court appearances. They transport prisoners to and from any and all medical appointments, including hospital care within the City, the County and/or the State. When prisoners are housed elsewhere Corrections Officers transport them to and from those facilities.

Unit E, which includes the Vehicle Enforcement Officer, numbers one Employee, who is not what may be commonly refer to as a “meter maid,” but is responsible for insuring that “junk cars” are removed from City streets. That person also functions to oversee the City’s impound lot and finish all paperwork associated therewith. Based thereon, there are approximately 73 Bargaining Unit Members in the “Blue Unit.”

As set forth in the supporting documentation provided by the Parties, the predecessor Collective Bargaining Agreement, with an effective date of January 1, 2012 – December 31, 2014 identifies at Article 2 titled “Recognition” the afore-mentioned Bargaining Units as follows:

Section 2.1. Recognition

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole and exclusive Bargaining Agent for the purpose of bargaining of all wages, hours and other terms and conditions of employment for all full-time Employees that have been certified by the State Employment Relations Board in the following Units:

Unit B: Patrol Officers, Detectives, and I.D. Officers

Unit C: Communications Officers and Technology Coordinator
Unit D: Corrections Officers
Unit E: Full-Time Vehicle Enforcement Officers

Section 2.2 Exclusions

All positions in classifications not specifically established herein as being included in a Bargaining Unit shall be excluded from all Bargaining Units.

* * * * *

Each Party has provided extensive supporting documentation, both based on internal comparability and external comparability, in support of their respective positions. Comparability, as recognized in the statutory process, does not require the unobtainable exactness Parties strive to suggest; it exists as general benchmarks from which comparisons are made and analyzed. Classification “titles” recognized under Collective Bargaining Agreement generally represent one of the few common themes of comparability. A jurisdiction’s population/size, geographic makeup, revenue/funding sources and other budgetary considerations, as well as, the composition of each Bargaining Unit must be addressed when analyzing comparability of jurisdictions providing “similar job functions.” Each jurisdiction represents a “mixed bag” of attributes which can be helpful in determining comparability even though there are generally no “on point” comparisons, just similarities to be balanced with other components.

The Fact Finder is required to consider comparable Employer-Employee Units with regard to their overall makeup and services provided to the members of the respective communities. As is typical, and is required by statute, the Parties in their respective Pre-hearing Position Statements, filed in accordance with the procedural requirements of the statutory process as outlined in Ohio Revised Code Chapter 4117, and the supporting documentation provided at the Fact Finding/Mediation sessions, each have relied upon/refuted comparable jurisdictions and/or municipalities concerning what they “deemed comparable work

jurisdictions” provided by this Bargaining Unit. While there are indeed certain similarities among these jurisdictions cited, there are no “on point comparisons” relative to this Bargaining Unit concerning the statutory criteria. In other words, while their Classification/Unit titles may be exact to other jurisdictions relied upon as the Classification/Unit title(s) suggest, the overall makeup of the public entity will differ with respect to geography, structure, staffing, budget, General Fund and the makeup of the Employees performing these and other functions.

It has been and remains the position of this Fact Finder that the Party proposing any addition, deletion or modification of either current Contract language; or, a *status quo* practice wherein an initial Collective Bargaining Agreement may exist, bears the burden of proof and persuasion to compel the addition, deletion or modification as proposed. The ultimate goal of this process is to reach a sensible center with respect to whatever recommendations are set forth herein that can be amicably accepted by each Party to the successor Collective Bargaining Agreement. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo* whether that represents a previous policy, Collective Bargaining provision, or a practice previously engaged in by the Parties.

These Parties met in pursuit of negotiating a successor Collective Bargaining Agreement on December 9; December 12; and December 19, 2014; February 4; February 9; and February 23, 2015; March 12; March 19; and March 23, 2015; and, April 3, 2015, wherein proposals were exchanged and certain Tentative Agreements were reached regarding numerous Articles recognized in the predecessor Collective Bargaining Agreement. Given the significant number of negotiations sessions engaged in by these Parties, it is evident why the process became protracted – not at the fault of either Party; simply a by-product of the statutory process and how such is impacted by scheduling issues. As will be addressed in the Duration Article, based on

how the effective date of the successor Collective Bargaining Agreement is impacted, each Party has been accountable for the delays in concluding this process as exhibited in this evidentiary record. The recommended language indicated in the Duration Article represents each Party's culpability in protracting this process.

As requested by the Parties, the following Articles of the Blue Unit successor Collective Bargaining Agreement, which includes Detectives, Patrol Officers, and I.D, Officers; Police Dispatchers (Communications Operators) and Technology Coordinator; Corrections Officers and all Vehicle Enforcement Officers, are recognized as either unopened/unchanged Articles and/or Tentative Agreements – both of which are to be included as such in the successor Collective Bargaining Agreement.

In the negotiations leading to the Fact Finding Hearing, the Parties agreed the following Articles should remain unchanged in the successor Agreement:

- Article 4 Management Rights
- Article 6 Representation Release Time
- Article 7 No Strike/No Lockout
- Article 23 Family and Medical Leave
- Article 26 Work Out of Rank
- Article 27 Tuition Reimbursement
- Appendix A Binding Contract for Reimbursement of Hiring and Training Expenses

During negotiations, prior to either Fact Finding Hearing dates, the Parties tentatively agreed to the following Articles or portions thereof, and are to be incorporated as Tentative Agreements, as found in, and supported by, both the Union and the Employer's respective presentations and accompanying documentation:

- Article 1 Agreement
- Article 2 Recognition
- Article 3 Security
- Article 5 Non-Discrimination – Gender
- Article 8 Grievance Procedure
- Article 10 Layoff and Recall

| | |
|--|------------------------------------|
| Article 11 | Labor/Management Meetings |
| Article 12 | Investigations and Discipline |
| Article 13 | Drug/Alcohol Testing |
| Article 14 | Personnel File |
| Article 15 | Ordinances, Rules, and Regulations |
| Article 16 | Miscellaneous Non-Economics |
| Article 19 | Holidays |
| Article 20 | Personal Holidays |
| Article 21 | Vacation |
| Article 22 | Leaves |
| Article 24 | Uniform and Equipment Allowance |
| Article 29 | Promotion |
| Letter of Understanding, Holiday Payment for Communications Officers | |

The Parties bargained to impasse regarding the following issues:

- I. Article 9 Seniority
- II. Article 17 Hours of Work and Overtime
- III. Article 18 Wages
- IV. Article 25 Insurance
- V. Article 28 Miscellaneous Economics
- VI. Article 30 Duration of Agreement
- VII. Letter of Understanding, Wellness Incentive Program.

As previously indicated, the Tentative Agreements reached by the Parties are to be incorporated in the successor Collective Bargaining Agreement as referenced in this Fact Finding Report.

The following Collective Bargaining language regarding the following SERB Case No.'s: 2014-MED-10-1437 (Unit B); 2014-MED-10-1438 (Unit C); 2014-MED-10-1439 (Unit D); 2014-MED-10-1440 (Unit E) involving the City of Lima and the Fraternal Order of Police was negotiated by these Parties based on the evidentiary considerations articulated by the Fact Finder. During the two (2) separate Fact Finding Hearing dates - July 30, 2015 and September 25, 2015 - the undersigned advised these Parties that based on the Pre-hearing Statements; supporting documentation; internal and external comparables; the statutory criteria; and, the stipulations of the Parties, certain modifications are supported by the evidentiary record and

warranted, while other changes sought were not and therefore no compelling basis existed to warrant any modification sought.

At the Fact Finding Hearing, the Parties submitted the above issues bargained to impasse to the Fact Finder, and requested the Fact Finder to consider the presentations and positions made during the Hearing dates, as well as, the language set forth herein when preparing this Fact Finding Report. Except for reference to Paragraph numbers, letters or Section numbers, generally, bold/highlighted language represents “new” Contract language; while that denoted by “strike-through” represents “deleted” language:

I. ARTICLE 9
SENIORITY

Section 9.1. Definition.

- A.** Seniority means an employee’s length of continuous service with the Employer since the employee’s last date of hire **to be used for benefit accrual purposes.**
- B.** Departmental seniority shall mean an employee’s length of continuous service with the Department.
- C.** **Classification seniority** shall be calculated on the basis of an employee’s length of continuous service within a classification.

Notwithstanding the **definitions paragraph** above, **all forms of** seniority ~~time~~ shall be prorated to reflect those periods of absence due to leave of absence or suspension.

Section 9.2. Seniority List. Every ~~three (3)~~ **six (6)** months, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Labor Council when it is posted.

Section 9.3. Current language.

Section 9.4. Current language.

Section 9.5. Current language.

* * * * *

The Fact Finder has extensively reviewed the Parties' Pre-hearing Statements, prior to and following, the July 30 and September 25 Mediation/Fact Finding Sessions; the voluminous evidence in support of the positions taken by each Party; the internal and external comparables relied upon by each Party; the statutory criteria mandated under ORC Chapter 4117; the stipulations reached by them as gleaned from their respective Bargaining Teams; and, the Tentative Agreements reached during this very time-consuming process, and has determined, **except where otherwise indicated above**, there exists no evidentiary basis to compel any additional changes to current Contract language.

II. **ARTICLE 17** **HOURS OF WORK AND OVERTIME**

Section 17.1. Intent. This Article is intended to define the hours of a work day, hours of a work week, and to define the basis for the calculation of overtime.

Section 17.2. Work Day and Work Week. A work day shall consist of eight (8) hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall consist of five (5) work days followed by two (2) consecutive days off.

The Employer may develop a schedule of ten (10) hour or twelve (12) hour workdays for sections of the Department. Such ten (10) hour or twelve (12) hour work day schedule will not be implemented without mutual **written** agreement between the Labor Council and the Employer. ~~Implementation of a ten (10) hour or twelve (12) hour workday schedule will be for not less than a thirty (30) calendar day period or for more than a ninety (90) calendar day period, unless otherwise agreed by the Employer and the Labor Council.~~

Should the parties agree upon a schedule under this section, the parties agree to also include employee leave times in that period of discussion as found under this section.

Section 17.3. Overtime. For employees on an eight (8) hour schedule **all** hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the employee's regular straight-time hourly rate.

~~For employees on a ten (10) hour schedule, all hours worked in excess of ten (10) hours in one (1) day or eighty (80) hours in a two (2) week pay period shall be paid at one and one-half (1 1/2) times the employee's regular straight-time hourly rate.~~

The workweek shall be computed between ~~12:01 a.m.~~ **o'clock midnight** on Saturday of each calendar week and ~~12 o'clock midnight~~ **11:59:59 p.m.** on the following Friday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates. The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 17.4. Call-In Pay. Any employee who is recalled to work after leaving work or on a day when the employee is not scheduled to work for an overtime work assignment or court time, shall be given a minimum of four (4) hours work or four (4) hours pay at the employee's regular hourly rate, providing that the time worked or paid for does not abut the employee's workday and applies only once in any four (4) hour period.

An employee will not be eligible for the minimum of four (4) hours if the court time is scheduled within thirty (30) minutes of the end of the employee's shift; however, the employee will be paid the employee's applicable hourly rate of pay for the time period between the end of the employee's shift and the court time.

An employee called in to work for an overtime work assignment or court time during the employee's regularly scheduled vacation (forty [40] hour work week or more scheduled by the January 1 annual sign up date) for other than an emergency shall be given a minimum of four (4) hours work or pay at two (2) times the employee's regular hourly rate of pay.

Section 17.5. Court Time. Court time, for the purpose of paragraph 17.4, above, shall be defined as any time when an employee is required to appear in any criminal proceedings or civil proceedings as a result of the employee's position with the Employer.

Section 17.6. Work Schedule.

- A. An employee's work schedule is defined as the employee's regular shift assignment, days off, and unit assignment. Except for emergencies or changes posted fourteen (14) days in advance by the Chief, any required deviation from a

member's work schedule as found on the Department's assignment roster shall require the Department to pay for all such hours of deviation at one and one-half (1½) times the member's regular hourly rate. The employee may waive the fourteen (14) day notice.

- B. The Employer shall have the right to adjust the starting and ending times of officer's shifts to ensure officers are on-duty during periods of roll call. The requirements to pay **at the rate of** time and one-half if there is not fourteen (14) days notice shall not apply to such adjustments if the starting and ending times are adjusted by one (1) hour or less.

Section 17.7. Overtime Opportunities.

A. Communications Officers

1. The Administration shall rotate scheduled overtime opportunities (three [3] days or more advance notice) among full-time communication officers who normally perform the work that is being assigned. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times the employee's regular rate of pay for actual hours worked but no less than four (4) hours for each show up unless mutually agreed otherwise. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.
2. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused but will be charged with no less than four (4) hours. Refusal of such overtime opportunities must be by the effected employee or the employee's spouse.
3. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, then the Administration may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any employee available who normally performs the work.
4. Overtime opportunities with less than three (3) days notice may be filled by the Administration.

B. Corrections Officers

1. Overtime for corrections officers shall be on a rotating basis provided a list is submitted by the corrections officers on a regular basis.

Section 17.8. Compensatory Time Bank. ~~The Chief of Police, or his designee, may offer employees the opportunity to~~ ~~Employees, at their option, may~~ accumulate up to ~~ninety-six (96)~~ no more than one hundred fifty-two (152) hours of compensatory time in any one (1) calendar year. Any accumulated compensatory time not used by the end of a calendar year may be carried forward into the next calendar year, but the compensatory time that may be earned in that next calendar year will be reduced by the same number of hours carried forward. Once one hundred fifty-two (152) hours of compensatory time is accumulated during a calendar year, an employee will no longer be eligible to accumulate additional compensatory time until the next calendar year.

(Example: 60 hours of compensatory time carried over one (1) year to the next calendar year.

152 hours — 60 hours = 92 hours

Employee may only accumulate an additional 92 hours in that year.)

Employees may only use up to a total of one hundred fifty-two (152) hours of compensatory time per calendar year.

Compensatory tTime will accumulate at the rate of one and one-half (1½) hours for each hour worked. Upon request, and approval by the Chief or the Chief's designee, compensatory time may be taken in one (1) hour segments or more. **However, officers may use, in eight (8) hour increments, up to sixteen (16) hours of compensatory time in an "on demand," basis, except that not more than two (2) officers per shift, per day may be granted the use of "on demand" compensatory time.**

Upon separation from service for any reason, members shall be paid at the employee's current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 17.9. Pyramiding. There shall be no pyramiding of premium pay for the same hours worked.

The Fact Finder has extensively reviewed the Parties' Pre-hearing Statements, prior to and following, the July 30 and September 25 Mediation/Fact Finding Sessions; the voluminous evidence in support of the positions taken by each Party; the internal and external comparables relied upon by each Party; the statutory criteria mandated under ORC Chapter 4117; the stipulations reached by them as gleaned from their respective Bargaining Teams; and, the Tentative Agreements reached during this very time-consuming process, and has determined, **except where otherwise indicated above**, there exists no evidentiary basis to compel any additional changes to current Contract language.

**III. ARTICLE 18
WAGES**

Section 18.1. Wage Steps.

A. Effective ~~January 1, 2012~~ **July 1, 2015**, all employees covered by this Agreement shall receive a ~~one percent (1.0%)~~ **two and one-half percent (2.5%)** general increase and be paid in accordance with the following schedule:

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|---------------|---------------|----------------|----------------|----------------|
| | | <u>6 mos.</u> | <u>8 yrs.</u> | <u>14 yrs.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
| Detectives | \$23.60 | \$24.48 | \$24.72 | \$25.00 | \$25.27 | \$25.55 |
| Pay Range 5 | \$1888.30 | \$1958.59 | \$1977.98 | \$1999.80 | \$2021.62 | \$2044.24 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Police | \$18.94 | \$19.91 | \$20.80 | \$21.73 | \$22.69 | \$22.96 |
| Officer | \$1515.00 | \$1592.57 | \$1663.67 | \$1738.01 | \$1815.58 | \$1836.58 |
| Pay Range 3 | | | | | | |

| <u>14 Yr.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
|---------------|----------------|----------------|
| \$23.23 | \$23.49 | \$23.74 |
| \$1858.40 | \$1879.41 | \$1898.80 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Communications | \$16.47 | \$17.73 | \$18.42 | \$19.04 | \$19.64 | \$19.95 |
| Pay Range 12 | \$1317.85 | \$1418.04 | \$1473.79 | \$1523.08 | \$1571.56 | \$1595.80 |

| <u>14 Yr.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
|---------------|----------------|----------------|
| | | |

~~\$20.21 \$20.43 \$20.72~~
~~\$1616.81 \$1634.58 \$1657.21~~

After

| <u>Position</u> | <u>Start</u> | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Corrections | \$16.10 | \$17.38 | \$17.95 | \$18.56 | \$19.19 | \$19.47 |
| Pay Range 10 | \$1287.95 | \$1390.57 | \$1435.82 | \$1485.10 | \$1535.20 | \$1557.82 |

~~14 Yr. 18 yrs. 22 yrs.~~
~~\$19.72 \$19.98 \$20.26~~
~~\$1577.22 \$1598.22 \$1620.85~~

After

| <u>Position</u> | <u>Start</u> | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Technology | \$17.80 | \$19.15 | \$19.92 | \$20.54 | \$21.22 | \$21.52 |
| Coordinator | \$1423.70 | \$1531.97 | \$1593.38 | \$1643.47 | \$1697.61 | \$1721.85 |
| Pay Range 15 | | | | | | |

~~14 Yr. 18 yrs. 22 yrs.~~
~~\$21.83 \$22.07 \$22.37~~
~~\$1746.09 \$1765.48 \$1789.72~~

After

| <u>Position</u> | <u>Start</u> | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Vehicle | \$16.10 | \$17.38 | \$17.95 | \$18.56 | \$19.19 | \$19.47 |
| Enf. Officer | \$1287.95 | \$1390.57 | \$1435.82 | \$1485.10 | \$1535.20 | \$1557.82 |
| Pay Range 10 | | | | | | |

~~14 Yr. 18 yrs. 22 yrs.~~
~~\$19.72 \$19.98 \$20.26~~
~~\$1577.22 \$1598.22 \$1620.85~~

To qualify for the 1 year step, the employee must have successfully completed one (1) year of service and have satisfactorily completed his probationary period.

The City shall advance the employee to the next highest pay step on the first pay period following the required months of service in each step.

For the 8, 14, 18, and 22 year steps, the employee's anniversary date shall determine his year of service. Payment is based upon total years of continuous service with the City and satisfactory performance evaluation(s) during the preceding twelve (12) month period. Post-hire military time and all approved leave time shall count. Time lost due to suspension or leave without pay shall not count as continuous service.

B. Effective January 1, 2013~~6~~, all employees covered by this Agreement shall receive a ~~one percent (1.0%)~~ **two percent (2.0%)** general increase and be paid in accordance with the following schedule:

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|---------------|---------------|----------------|----------------|----------------|
| | | <u>6 mos.</u> | <u>8 yrs.</u> | <u>14 yrs.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
| Detectives | \$23.84 | \$24.72 | \$24.97 | \$25.25 | \$25.52 | \$25.81 |
| Pay Range 5 | \$1907.18 | \$1978.18 | \$1997.76 | \$2019.80 | \$2041.84 | \$2064.68 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Police | \$19.13 | \$20.11 | \$21.01 | \$21.95 | \$22.92 | \$23.19 |
| Officer | \$1530.15 | \$1608.50 | \$1680.31 | \$1755.39 | \$1833.74 | \$1854.95 |
| Pay Range 3 | | | | | | |

| <u>14 Yr.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
|---------------|----------------|----------------|
| \$23.46 | \$23.72 | \$23.98 |
| \$1876.98 | \$1898.20 | \$1917.79 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Commun | \$16.63 | \$17.91 | \$18.60 | \$19.23 | \$19.84 | \$20.15 |
| ications | \$1331.03 | \$1432.22 | \$1488.53 | \$1538.31 | \$1587.28 | \$1611.76 |
| Pay Range 12 | | | | | | |

| <u>14 Yr.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
|---------------|----------------|----------------|
| \$20.41 | \$20.63 | \$20.93 |
| \$1632.98 | \$1650.93 | \$1673.78 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Corrections | \$16.26 | \$17.55 | \$18.13 | \$18.75 | \$19.38 | \$19.66 |
| Pay Range 10 | \$1300.83 | \$1404.48 | \$1450.18 | \$1499.95 | \$1550.55 | \$1573.40 |

| <u>14 Yr.</u> | <u>18 yrs.</u> | <u>22 yrs.</u> |
|---------------|----------------|----------------|
| \$19.92 | \$20.18 | \$20.46 |
| \$1592.99 | \$1614.20 | \$1637.06 |

| <u>Position</u> | <u>Start</u> | <u>After</u> | | | | |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| | | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
| Technology | \$17.98 | \$19.34 | \$20.12 | \$20.75 | \$21.43 | \$21.74 |
| Coordinator | \$1437.94 | \$1547.29 | \$1609.31 | \$1659.90 | \$1714.59 | \$1739.07 |
| Pay Range 15 | | | | | | |

| 14 Yr. | 18 yrs. | 22 yrs. |
|----------------------|----------------------|----------------------|
| \$22.05 | \$22.29 | \$22.59 |
| \$1763.55 | \$1783.13 | \$1807.62 |

After

| Position | Start | 1 Yr. | 2 yrs. | 3 yrs. | 4 yrs. | 8 yrs. |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Vehicle | \$16.26 | \$17.55 | \$18.13 | \$18.75 | \$19.38 | \$19.66 |
| Enf. Officer | \$1300.83 | \$1404.48 | \$1450.18 | \$1499.95 | \$1550.55 | \$1573.40 |
| Pay Range 10 | | | | | | |

| 14 Yr. | 18 yrs. | 22 yrs. |
|----------------------|----------------------|----------------------|
| \$19.92 | \$20.18 | \$20.46 |
| \$1592.99 | \$1614.20 | \$1637.06 |

C. Effective January 1, 2014⁷, all employees covered by this Agreement shall receive a ~~one percent (1.0%)~~ **two percent (2.0%)** general increase and be paid in accordance with the following schedule:

After

| Position | Start | 6 mos. | 8 yrs. | 14 yrs. | 18 yrs. | 22 yrs. |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Detectives | \$24.20 | \$25.09 | \$25.34 | \$25.63 | \$25.90 | \$26.20 |
| Pay Range 5 | \$1935.79 | \$2007.85 | \$2027.73 | \$2050.10 | \$2072.47 | \$2095.65 |

After

| Position | Start | 1 Yr. | 2 yrs. | 3 yrs. | 4 yrs. | 8 yrs. |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Police | \$19.42 | \$20.41 | \$21.33 | \$22.28 | \$23.26 | \$23.54 |
| Officer | \$1553.10 | \$1632.63 | \$1705.51 | \$1781.72 | \$1861.25 | \$1882.77 |
| Pay Range 3 | | | | | | |

| 14 Yr. | 18 yrs. | 22 yrs. |
|----------------------|----------------------|----------------------|
| \$23.81 | \$24.08 | \$24.34 |
| \$1905.13 | \$1926.67 | \$1946.56 |

After

| Position | Start | 1 Yr. | 2 yrs. | 3 yrs. | 4 yrs. | 8 yrs. |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Communi- | \$16.88 | \$18.18 | \$18.88 | \$19.52 | \$20.14 | \$20.45 |
| ications | \$1351.00 | \$1453.70 | \$1510.86 | \$1561.38 | \$1611.09 | \$1635.94 |
| Pay Range 12 | | | | | | |

| 14 Yr. | 18 yrs. | 22 yrs. |
|----------------------|----------------------|----------------------|
| \$20.72 | \$20.94 | \$21.24 |
| \$1657.47 | \$1675.69 | \$1698.89 |

After

| Position | Start | 1 Yr. | 2 yrs. | 3 yrs. | 4 yrs. | 8 yrs. |
|------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Corrections | \$16.50 | \$17.81 | \$18.40 | \$19.03 | \$19.67 | \$19.95 |

~~Pay Range 10 \$1320.34 \$1425.55 \$1471.93 \$1522.45 \$1573.81 \$1597.00~~

~~**14 Yr.** **18 yrs.** **22 yrs.**
\$20.22 \$20.48 \$20.77
\$1616.88 \$1638.41 \$1661.62~~

After

| <u>Position</u> | <u>Start</u> | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Technology | \$18.25 | \$19.63 | \$20.42 | \$21.06 | \$21.75 | \$22.07 |
| Coordinator | \$1459.51 | \$1570.50 | \$1633.45 | \$1684.80 | \$1740.31 | \$1765.16 |

Pay Range 15

~~**14 Yr.** **18 yrs.** **22 yrs.**
\$22.38 \$22.62 \$22.93
\$1790.00 \$1809.88 \$1834.73~~

After

| <u>Position</u> | <u>Start</u> | <u>1 Yr.</u> | <u>2 yrs.</u> | <u>3 yrs.</u> | <u>4 yrs.</u> | <u>8 yrs.</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Vehicle | \$16.50 | \$17.81 | \$18.40 | \$19.03 | \$19.67 | \$19.95 |
| Enf. Officer | \$1320.34 | \$1425.55 | \$1471.93 | \$1522.45 | \$1573.81 | \$1597.00 |

Pay Range 10

~~**14 Yr.** **18 yrs.** **22 yrs.**
\$20.22 \$20.48 \$20.77
\$1616.88 \$1638.41 \$1661.62~~

Section 18.2. Pay Rates Due To Personnel Actions.

A. Demotion — Disciplinary:

Whenever an employee is demoted for disciplinary reasons, the employee shall be paid at the top step in the lower range.

B. Demotion — Voluntary:

1. Whenever an employee with permanent status requests and is granted a voluntary demotion, the employee's rate of pay shall be at the maximum rate of the pay range for the position in the lower class.
2. Whenever an employee is laid off due to lack of funds or lack of work in one (1) classification and is entitled to automatic demotion to a lower classification where the employee previously held permanent status, the salary of the employee shall be established in the manner prescribed above.

C. Reappointment:

Whenever an employee is reappointed to a position in a class where the employee previously held permanent status, the rate of pay shall be in the step at which the employee was paid at the time of his separation.

D. Return from Military Leave:

Whenever an employee returns from military leave, the employee shall be restored in the employee's former position at the step which corresponds to the step the employee received at the time of departure and in addition, shall be granted any increases to which the employee would have been entitled had the employee not entered military service.

Section 18.3. Canine Officer.

- A. Bargaining unit B employees assigned as canine handler shall work eight (8) hour work shifts. Canine handlers shall receive four (4) additional hours (2.67 hours at time and one-half) compensatory time per pay period in recognition of home care and maintenance of their assigned working dogs, with said hours not to constitute overtime under this Agreement.
- B. Officers that have canines assigned to them will be allowed eight (8) hours of training every other week. Scheduling will be approved prior to the training.
- C. Officers that are assigned canines shall have a cruiser assigned to each officer for purposes of traveling to and from work, in the scope of their employment, and for transporting the canine.

Section 18.4. Shift Differential — Communications Operators. Bargaining unit employees classified as communications operators not permanently assigned to day shift shall receive a shift differential of eight cents (\$0.08) per hour. For purposes of computing overtime pursuant to Section 17.3 of this Agreement, any shift differential to which an employee is entitled shall be considered part of the employee's straight time hourly rate of pay, but an employee shall not receive overtime pay and additional shift differential for said overtime hours.

Section 18.5. Effective thirty (30) days following the signing of the successor agreement resulting from the negotiations of the parties to this Agreement regarding the following SERB case numbers 14-MED-10-1437, 14-MED-10-1438, 14-MED-10-1439, and 14-MED-10-1440, all employees covered by this Agreement will receive a signing bonus of \$750.00.

IV. ARTICLE 25
INSURANCE

Section 25.1. Health Insurance. The Employer shall provide health insurance, dental, and group term life insurance coverage for each bargaining unit employee.

1. \$20 patient co-pay for each visit to a provider — not included in the deductible and out-of-pocket maximum (for physicians and outpatient providers).
2. ~~Effective January 1, 2012, s~~Single and family deductibles will be increased from ~~\$200/\$300 in network and out of network to~~ \$200/\$400 in network and \$400/\$800 out of network.
3. Colonoscopy screening in accordance with recommendations of the American Cancer Society, that includes one (1) office visit. In network providers must be used for this benefit.
4. A member who has been referred to a specialty provider from a network provider, and such referred specialty is not otherwise available within the network as determined by the Plan Administrator, shall receive the same level of benefit (as measured by out-of-pocket expenditure) from said specialty provider as the member would have otherwise received had the specialty provider been a member of the network.
5. **Effective January 1, 2016, in addition to the employee’s deductible, the employee will pay twenty percent (20%) of in-network costs up to a maximum of \$600.00 for single coverage and \$1,200.00 for family coverage each calendar year, and will pay thirty percent (30%) of out-of-network costs up to a maximum of \$1,200.00 for single coverage and \$2,400.00 for family coverage each calendar year.**

~~56.~~ Prescription Drug Plan —

Retail — Limited to 30 day supply

\$0.00 for generic

~~\$15.00~~ **\$20.00** for non-generic formulary

~~\$25.00~~ **\$30.00** for non-formulary

Mail — Up to 90 day supply

\$0.00 for generic

~~\$15.00~~ **\$20.00** for non-generic formulary

~~\$25.00~~ **\$30.00** for non-formulary

Members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent generic drug within the drug class, which has resulted in an insufficient therapeutic effect as determined by the member’s provider, shall be authorized to replace such drug with a formulary item as prescribed by their provider at

50% of the non-generic formulary co-pay amount. Additionally, members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent formulary drug within the drug class, which has resulted in an insufficient therapeutic effect as defined by the member's provider, shall be authorized to replace such drug with a non-formulary item as prescribed by their provider at the formulary co-pay amount.

- €7. **Dependent Eligibility** — Employee spouses are required to use health benefits provided through their employer as their primary coverage. Employee spouses can be listed for secondary coverage on the City's plan. Each year any employee that has family coverage will be required to sign an affidavit indicating whether his/ her spouse has access to health coverage. Failure to complete the affidavit will result in the termination of the employee's eligibility for family coverage for that calendar year. The Employer will reimburse the employee for the spouse's cost to purchase single premium medical coverage through the spouse's employer upon proof of such premium cost not to exceed \$300.00 per month. The City will pay the spouse's premium over \$300.00 or retain the spouse on the City insurance, at the City's option. Bargaining unit employees will provide the Employer with information about his/her spouse's eligibility for medical coverage and the cost of such coverage. Reimbursements will be established monthly.

If the spouse's employer offers no health insurance coverage or offers a health insurance plan that would disqualify the spouse from secondary coverage under the City's plan, the spouse shall not be required to accept his/her employer's health benefits plan but, if such is available, may do so voluntarily.

Any spouse not eligible for coverage through their employer is eligible for primary coverage under the City's health plan.

- a. A spouse eligibility incentive formula will be developed to reward employees 10% of the net savings of spouse's medical claims that exceed the reimbursement made to the employee for the cost to purchase the spouse's single premium. In no case will the incentive payment exceed 10% of the specific stop loss amount.

Example: Assume an employee participating in the spousal carve-out program and his/her spouse has access to health insurance for a cost of \$100 per month. The City will reimburse the employee for the cost to purchase that coverage for their spouse (provided proof of coverage and cost is submitted to the City of Lima). At the end of the calendar year, if claims paid by the spouse's insurance plan (as determined by EOBs from the spouse's insurance company) for the spouse exceed the amount reimbursed to the employee for purchase of the coverage, in this case

\$1,200, the employee will receive a check in the amount of 10% of the difference between what the City paid for the coverage and what the spouse's health plan paid for claims for the spouse. If the spouse had incurred claims paid by their health insurance of \$5,000, the employee would receive a check in the amount of \$380, or \$5,000 minus \$1,200 which is equal to \$3,800 times 10% or \$380. The maximum amount available to an employee is 10% of the specific stop loss amount.

Section 25.2. Health Insurance Premium. Effective ~~January 1, 2012~~ **July 1, 2015**, the Employer shall pay ~~92%~~ **eighty-nine percent (89%)** of the cost and employees through payroll deduction shall pay ~~8%~~ **eleven percent (11%)** of the costs for health care benefits described in this article. Effective January 1, 2013~~6~~, the Employer shall pay ~~91%~~ **eighty-nine percent (88%)** of the cost and employees through payroll deduction shall pay ~~9%~~ **eleven percent (12%)** of the costs for health care benefits described in this article. Effective January 1, 2014~~7~~, the Employer shall pay ~~90%~~ **eighty-nine percent (87%)** of the cost and employees through payroll deduction shall pay ~~10%~~ **eleven percent (13%)** of the costs for health care benefits described in this article. The COBRA rate established by the City's third party administrator (TPA) shall be utilized to determine the above premium sharing cost.

Section 25.3. The City shall provide, at no cost to the employees, \$20,000 group term life insurance coverage.

Section 25.4. Employees electing to waive coverage altogether for themselves and their family shall be paid two (2) installments of \$1,500.00 the first pay period in January each year and \$1,500.00 the first pay period in July of each year in lieu of the spousal carve-out provided in Section 25.1 above.

Insurance waiver payments will be considered in lieu of health insurance coverage. The parties agree that the insurance waiver amounts listed herein are the agreed upon value of the health insurance coverage. The payments are not to be considered as wages for calculating overtime pay, pension, or related fringe benefits.

If a court or administrative mandate is rendered that requires that these payments are to be treated as wages, the City has the right to terminate this insurance waiver provision.

If the national or state government creates changes to health care that removes the need for an incentive to move spouses or other dependents off of the City's plan, it will be considered an exigent circumstance and the parties agree the City will have the right to terminate the insurance waiver provision.

An employee who waives insurance coverages and then due to divorce, death of a spouse, or spouse's loss of insurance will be permitted to reapply to the insurance plan subject to

the provisions of the plan. Upon acceptance into the plan, the waiver supplement shall be eliminated and any prepaid waiver will be prorated by the City and repaid to the Employer through payroll deduction. Employees terminating employment and new employees will also have their waiver prorated.

Section 25.5. Hearing Benefit. The City shall provide, as an addition to the health plan document, a hearing benefit for members covered by the City's health plan. Both employees and eligible dependents will be covered. Reference insurance rider — Medical Mutual.

Section 25.6. Alternative Plans. The Employer may offer alternative health insurance plans to employees with alternative employee premium costs.

Section 25.7. Notwithstanding the above sections, the parties mutually agree that this article shall be in compliance with any requirements mandated by any federal health insurance laws or may be amended as necessary to avoid, if possible, health insurance benefits from becoming taxable.

V. **ARTICLE 28**
MISCELLANEOUS ECONOMIC

Section 28.1. Current language.

Section 28.2. Current language.

~~**Section 28.3. Copies of Agreement.** The City will provide each covered employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.~~

Section 28.4. Current language.

Section 28.5. Current language.

* * * * *

The Fact Finder has extensively reviewed the Parties' Pre-hearing Statements, prior to and following, the July 30 and September 25 Mediation/Fact Finding Sessions; the voluminous evidence in support of the positions taken by each Party; the internal and external comparables relied upon by each Party; the statutory criteria mandated under ORC Chapter 4117; the stipulations reached by them as gleaned from their respective Bargaining Teams; and, the

Tentative Agreements reached during this very time-consuming process, and has determined, **except where otherwise indicated above**, there exists no evidentiary basis to compel any additional changes to current Contract language.

VI. ARTICLE 30
DURATION OF AGREEMENT

The Fact Finder was appointed to this matter on November 24, 2014. Extension Agreements were executed on December 12, 2014; March 25, 2015; and, June 30, 2015, mutually extending the statutory process based on the scheduling needs and bargaining endeavors of the Parties. The record demonstrates the Parties were engaged in negotiations efforts during this time-frame. Each Party postponed set Hearing dates – based on circumstances beyond their control. As such, neither should be rewarded or penalized in total. If retro-activity of economics was awarded - effective January 1, 2015- then the Union would be rewarded and the Employer penalized. If no retro-activity was awarded – economics effective upon execution; or, even beginning the second Contract year – the Union would be penalized and the City rewarded. Such simply does not represent a sensible center for either Party.

As such, apportionment of retro-activity is appropriate given the mutual culpability of each Party in protracting this process and the extensive delays experienced. Accordingly, partial retro-activity is appropriate and supported by the record. As such, the Fact Finder recommends the successor Collective Bargaining Agreement, subject to the previous Articles and their noted effective dates, read as follows:

Section 30.1. Duration.

- A. This Agreement shall be effective, **except as otherwise noted within this Agreement, immediately following signing by the parties of the successor agreement resulting from the negotiations of the parties to this Agreement regarding the following SERB case numbers 14-MED-10-1437, 14-MED-10-1438, 14-MED-10-1439, and 14-MED-10-1440** ~~as of January 1, 2012~~ and shall remain in full force and effect until December 31, 2014~~7~~.

- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to June 30, 2014, nor later than sixty (60) calendar days prior to June 30, 2014. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent. ~~Negotiations shall be completed by June 30, 2014.~~

VII. LETTER OF UNDERSTANDING

The City of Lima and the members of the Fraternal Order of Police as defined in the Recognition Article of this Labor Agreement agree that health is affected to some degree by individual choices about diet and exercise. As such, both Parties encourage members to exercise personal responsibility each day by making healthy choices about diet and exercise. To that end, individual members may choose to participate in the City's Wellness Incentive Program and receive the benefits therein, as authorized by City Council.

~~See attachment — Wellness Incentive Program — October 2006.~~

**~~Wellness Incentive Program
October 2006~~**

~~The Wellness Program at the City of Lima offers the best long-term solution to the rising cost of healthcare. The program is designed to modify employee and dependent behavior in a manner that causes employees and dependents to take greater responsibility for their health through individual choice. The ultimate goal of the program is to create a culture of health awareness and action, using incentives for employees and their dependents to choose to eat healthier, exercise more and maintain a healthy body weight. Creating a financial incentive for employees that choose to make these choices is important in achieving the overall goal of the program. Employees that choose the behaviors of a healthy lifestyle will, in the long run, create less cost for the City's health plan when compared to those individuals that do not take what action they can to maximize their overall health. More importantly, individuals that make healthy lifestyle choices will~~

~~reduce their long-term cost for healthcare, enhance their chances of enjoying a long, satisfying retirement and improve their overall quality of life.~~

~~The Wellness Program is a voluntary program and only those employees that choose to enroll are eligible for the incentives.~~

Definitions

~~“Healthy” for purposes of the City’s Wellness Program means measurements at or below the following:~~

- ~~Blood Pressure <140 Systolic / <90 Diastolic~~
- ~~Resting Heart Rate <90~~
- ~~Total Cholesterol <200 (every 2 years if last measurement less than 200)~~
- ~~Fasting Plasma Glucose <110mg/dL (every 3 years if last measurement less than 100)~~
- ~~Body Composition Index Fair or better~~

~~“Health Screening Exams” include those screenings as recommended by the American Cancer Society, the American Heart Association or other recognized clinical professionals.~~

~~“HRA” is the Health Risk Assessment. Data from a health risk assessment will not be reported on an individual basis to the City of Lima. Aggregate report data will be provided to the City of Lima. The data will be provided in such a way that individuals will not be able to be linked to their specific data by any City official.~~

~~“Participation in the Program” means an employee has voluntarily enrolled by completed an HRA for the current year, has had measurements taken for that year and has documentation showing participation in at least one activity for the year.~~

~~“Activity” for purposes of the City’s Wellness Program is defined as any physical or nutritional effort, as specifically approved by the Wellness Team, that is designed to improve diet or physical health.~~

~~“Qualifying Year” is the 12-month calendar year period beginning on January first after measurements taken in prior November. For example, measurements taken in November 2006 will be the qualifying year beginning January 1, 2007.~~

~~“Wellness through Disease Management Program” is a special program for those employees that qualify requiring their active participation and cooperation in the management of their disease through the City’s Disease Management Program as provided by the City’s TPA or other health insurance provider. Additionally, an~~

~~employee must enroll, actively participate and successfully meet the compliance requirements of their drug therapy as prescribed by their physician as monitored by Caremark (or other authorized City PBM). Finally, a candidate in this category must participate in a diet and exercise program as prescribed by their physician.~~

~~Incentives for Continued Health Improvement~~

~~Measurements for an employee will be taken each year in November. Employees may enroll at any time. Employees will receive the equivalent of one month's free health insurance each year they are enrolled in the program. In the event that an employee's monthly health benefit contribution level is zero, that employee will receive, as an incentive, the same amount that was paid to participants in the prior year. The incentive will be paid out in December of each year for the current calendar year. Employees participating in the program will receive a lipid panel (every 2 years if the previous reading was less than 200), fasting plasma glucose (every 3 years if previous reading was less than 100), body composition measurement, resting heart rate check and weight (or waist girth) measurement once each year paid for by the City's health plan.~~

~~An employee that qualifies as healthy will receive a 20% discount on their health insurance premium contributions for a period of one calendar year beginning with the first pay in January of the qualifying year. Qualification for that year will have occurred in the prior November.~~

~~An employee that qualifies as showing a 10% improvement as compared to the prior year in any health measurement that is not qualified as healthy will receive a 10% discount on their health insurance premium contribution for a period of one calendar year beginning with the first pay in January of the qualifying year.~~

~~An employee who does not qualify as healthy and has been diagnosed with metabolic syndrome, diabetes or other chronic illness (as approved by the Wellness Team) will be eligible for a 5% discount on their health insurance premium contribution if they enroll in the Wellness through Disease Management Program. In order for a chronic illness to be considered for this discount opportunity the illness must be able to be positively impacted through a change in healthy lifestyle choices of an affected person. An employee may be qualified to earn both the Wellness through Disease Management Program incentive plus the improvement incentive described above increasing potential discounts on premium to 15%.~~

~~If is unreasonably difficult due to a medical condition for an employee to achieve the standards for the reward under this program, or if it is medically inadvisable for an employee to attempt to achieve the standards for the reward under this program, that employee can contact the Department of Human Resources at extension #5222 or 5277 and they will work with that employee and their physician to develop another way to~~

~~qualify for the reward. This could include the identification of an ideal health status for that employee, as defined by their physician, relative to the defined measures for determining health under this program. The City of Lima reserves the right to verify via independent medical examination "ideal health status" for any employee choosing to participate in the Wellness Program.~~

~~Health Fair Participation Incentives~~

~~In cooperation with Allen County, the City of Lima will sponsor a health fair each year in November. The goal of the health fair is make employees aware of the different types of health support businesses and non-profit organizations that are available in the community. The health fair will also serve as an opportunity for employees to receive the annual flu shot. An employee enrolled in the program will be eligible once per year to receive an annual flu shot at a reduced cost to the employee. That cost will be 50% of the cost for a non-participating employee. In 2006, the flu shot cost for a non-participating employee is projected to be \$20. Those enrolled in the program will receive a flu shot for \$10.~~

~~Additionally, employees enrolled in the program that attend the health fair and can show that they have visited at least 10 booths at the fair are eligible for a door prize drawing sponsored by the City. The City will provide three prizes. Those prizes are as follows:~~

~~T A full year of health insurance at no contribution cost to the employee (family or single coverage).~~

~~T The City will waive the family out of pocket cost as determined by EOB for one full year (family or single coverage). Reimbursement to the employee will be made in January of the following year of award upon presentation of an EOB to the Department of Human Resources or other verification by HR. The total out of pocket cost eligible for prize reimbursement will be as determined by the health plan's third party administrator and will include only those expenses covered under the health plan.~~

~~T The City will waive deductibles as determined by EOB for one full year (family or single coverage). Payment will be made in January of the year following the year of award upon presentation of an EOB to the Department of Human Resources or other verification by HR. The deductibles paid by the employee will be those as determined by the health plan's third party administrator.~~

~~The first prize winner will have their choice of one of the three prizes. The second prize winner will have their choice of the remaining prizes not selected by the first prize winner. The third prize winner will receive the remaining prize.~~

VIII. ARTICLES NOT SPECIFICALLY ADDRESSED HEREIN

Those issues/Articles, if any, not subject to the presentation of evidence, not identified/addressed during the course of either Mediation or the Fact Finding Hearing, or those not referenced by either Party, shall be subject to a *status quo* recommendation relative to whatever policy, practice, provision or procedure that may have existed relative to a predecessor Collective Bargaining Agreement. Such shall be maintained for consideration/inclusion in the successive Collective Bargaining Agreement ratified and/or approved and implemented by these Parties.

The Fact Finder has extensively reviewed the Parties' Pre-hearing Statements, prior to and following, the July 30 and September 25 Mediation/Fact Finding Sessions; the voluminous evidence in support of the positions taken by each Party; the internal and external comparables relied upon by each Party; the statutory criteria mandated under ORC Chapter 4117; the stipulations reached by them as gleaned from their respective Bargaining Teams; and, the Tentative Agreements reached during this very time-consuming process, and has determined, **except where otherwise indicated above**, there exists no evidentiary basis to compel any additional changes to current Contract language. The balance of the respective Articles remain unchanged/current language.

IX. CONCLUSION

The recommendations contained herein, and those stipulated to by the Parties, as set forth in the Fact Finding Position Statements and supporting documentation, are indeed deemed reasonable in light of the economic and contractual data presented and reviewed by the Fact Finder; the presentations made by the Parties based on the common interests of both entities recognizing the painstaking efforts at the bargaining table resulting the many tentative

agreements reached; are supported by the internal and external comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the statutory process; the stipulations of the Parties as set forth in the positions taken; and, hopefully enable the Parties to reach a sensible center, which as previously identified, is the ultimate goal of the statutory process.

David W. Stanton

David W. Stanton, Esq.,
Factfinder/Mediator

October 9, 2015
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Factfinding Report based on the Factfinding positions of the Parties hereto has been forwarded by electronic transmission to Andrea H. Johan, Esq., Senior Staff Representative and Designated Representative for the Fraternal Order of Police, Ohio Labor Council, (ajohan@fopohio.org); Catherine A. Brockman, Executive Director and Principal Representative for the Fraternal Order of Police, Ohio Labor Council, (cbrockman@fopohio.org); Aaron K. Weare, Esq., Senior Consultant for Clemans Nelson & Associates, Principle Representative and Counsel for the City of Lima, Ohio (aware@clemansnelson.com); and, to the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215 (Med@serb.state.oh.us) on this 9th day of October, 2015.

David W. Stanton

David W. Stanton, Esq. (0042532)
Factfinder/Mediator