

STATE EMPLOYMENT
RELATIONS BOARD

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STATE EMPLOYMENT RELATIONS BOARD
CASE NO(S) 2015-MED-10-1131 & 1132

In Regard To The Matter Of The Fact-Finding Between:

THE CITY OF ROCKY RIVER)	(Patrol Officers &
)	Promoted Officers Units)
-AND-)	
)	
OHIO PATROLMEN'S BENEVOLENT)	
ASSOCIATION)	

ATTENDANCE:

For The City:

Andrew D. Bemer, Esq.,	Law Director
Pamela E. Bobst	Mayor
Kelly J. Stillman	Chief of Police
Michael E. Thomas, CPA	Director of Finance
Mary Kay Costello	Safety Service Director

For The Association:

S. Randall Weltman, Esq.,	Attorney
Ed Kolenc	Patrol Unit Director
Greg King	Patrol Unit Director
Ron Flowers	Command Officer Unit Director

 BEFORE ALAN MILES RUBEN, FACT-FINDER

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BACKGROUND :

Rocky River is a Western suburb of the City of Cleveland, Ohio, with a residential population of 20,213. It is a relatively affluent community with a median family income of \$90,313.00 and a median home value of \$211,100.00.

The City maintains a Police Department which provides crime prevention and investigation services .

The Department's present complement of twenty-four Patrol Officers form a Bargaining Unit which is exclusively represented by the Ohio Patrolmen's Benevolent Association. (OPBA)

The Department's Promoted Officers - four Sergeants and three Lieutenants -form a separate Bargaining Unit which is also represented by the OPBA.

The City and each Unit were parties to separate Collective Bargaining Agreements whose non-compensation terms were, as here relevant, identical. The last Agreements became effective as of January 1, 2013 for an initial term which expired as of December 31, 2015.

Each Contract provided for a "Wage Reopener" for 2015. The parties agreed on a 2% wage increase together with a one-time \$400.00 cash "bonus".

As the term of the Contracts drew to a close, joint negotiations began for successor Agreements.

The parties met to negotiate new Agreements on November 19th, November 24th, and December 7th, 2015, and exchanged email proposals between January 12th and 14th, 2016.

The negotiations resulted in tentative Agreements for the terms of the following provisions:

- Article 9 - "Grievance Procedure";
- Article 16 - "Uniforms and Uniform Allowance";
- Article 18 - "Workweek/Scheduled Hours" -
(Except for "shift selection");
- Article 19 - "Overtime";
- Article 22 - "Sick Leave";
- Article 26 - "Health Benefits" (for 2016 only), and
- Article 40 - "Service Weapon and Retirement).

Copies of the tentative Agreements are attached hereto as Appendix "A".

In addition, the parties tentatively agreed to carry forward and incorporate into the new Agreement, mutatis

mutandis, all other provisions of the expired Contracts except those listed below:

The Fact-Finder finds appropriate and recommends the adoption of all of the tentative Agreements.

A series of proposals to add new provisions and to amend other provisions of the existing Contract, were withdrawn and are deemed to have been abandoned.

Remaining unresolved were proposals submitted by one or both parties to make changes in, or add provisions to the Agreement , as follows:

- Article 13 - "Salaries and Hourly Rates";
- Article 18 - "Workweek/Scheduled Hours" -
(Shift choice by seniority and discretionary assignments);
- Article 19(A) - "Firearms Certification";
- Article 20 - "Holidays";
- Article 26 - "Health Benefits" (For 2017 and 2018);
- Article 27 - "Life Insurance"

After the Employer's final offer was rejected, impasse was declared.

On December 29, 2015, the undersigned was appointed Fact-Finder by the State Employment Relations Board.

Timely in advance of the hearing, the parties provided the Fact-Finder with the statements required by

Ohio Administrative Code 4117-05-(F) and the Ohio Revised Code Section 4117.14(C)(3)(a).

At the direction of the parties, the evidentiary hearing was held on January 21, 2016 commencing at 9:00 a.m.

Thereat, the Fact-Finder attempted to mediate the dispute.

Mediation resulted in the Union withdrawing its proposal to amend Article 20 - "Holidays". The City, in its turn, agreed to amend Article 27 so as to increase the amount of paid life insurance in the third year of the Contract from \$25,000.00 to \$50,000.00 .

The parties further agreed to amend Article 19(A) to provide that firearm certification compensation would be paid by a separate check annually in the month of January, and, that upon separation from service, the firearm certification compensation would be prorated for the year commencing from the January payment date, and the unearned amount would be deducted from the final salary payment of the separated employee.

Agreement was also reached on the terms of Article 26 - "Health Benefits" . For 2016, medical , prescription drug and dental costs under "Health Plans A" as they existed on January 1, 2016 were to remain in effect during the term of the successor Agreement with employees paying through payroll deduction 15% of the 2016 cost. In the succeeding two years the City would pay up to 4% of any premium increase ; any additional increase up to twelve percent (12%) in the succeeding two years would be shared equally by the parties.

If the cost of the plan were to increase by more than 12% in any year, or if required by the Affordable Care Act, the Plan could be modified and/or benefits reduced.

During the term of the Agreement, employees enrolled in Plan "B" are not responsible for paying any of the premium cost. [A copy of the Tentative Agreement containing the amended text of Article 26 is included in Appendix "A" .]

Each party then made evidentiary presentations in support of their positions on the remaining issues.

The parties introduced numerous documentary exhibits. Included among the City's exhibits were: a list of general fund expenditures for calendar years 2010 through 2014 together with the beginning general fund balance, and the unexpended balance of the current year's revenues; the number of the personnel assigned to each City Department in each year from 2004 through 2015; a research report from Moody's Investors Service from July 26, 2011 downgrading the rating of the City's then pending general obligation bonds and its "Municipal Court Facility Refunding Bond" from Aa1 to Aa2; A Moody's Investors Service Report for April 3, 2014 confirming the City's Aa2 rating on its then outstanding \$12.433 million dollar debt obligations; a Social Security website printout setting forth cost-of-living-adjustment (COLA) information for 2016; the September 2015 Consumer Price Index for the Cleveland-Akron-Lorain area finding that "local prices were down 0.4% over the year"; the State Employment Board's annual wage settlement report of the average wage increases paid by city and by the type of

personnel; the State Employment Relations Board Fact-Finding/Conciliation report statistics for the years 2013 through 2015; a listing of the average per capita income and the median household income for 2013 of residents of the Cities of Rocky River; South Euclid; Westlake; Bay Village; Fairview Park; North Olmsted and Lakewood; a wage increase history from 2003 through 2015 for the Police Units and other groups of City employees in the foregoing Cities; an analysis of the total compensation of Promoted Officers including base wage rate, longevity, education supplement, firearm certification payment; uniform allowance at the time of hire and after four years of service together with the same compensation components for Bay Village, Fairview Park, North Olmsted, Westlake and Lakewood; a list of the overtime hours worked and the overtime compensation paid to the Rocky River Patrol Officers.

The Union submitted a 2015 comparison of the benefits paid to a ten year Patrol Officer in the Police Departments located within Cuyahoga County excluding the

Cities of Bedford Heights, Independence, East Cleveland and Maple Heights; a table portraying the annual wage increases from 2008 to 2015 for Officers in Rocky River's two Bargaining Units and the State-wide average annual increases for Police, and the seniority dates of all members of the Rocky River Police Department.

In making his analysis of the evidence and his recommendations upon the unresolved issues, the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e) and Ohio Administrative Code Section 4117-9-05(K) namely:

"(a). past collectively bargained agreements, if any, between the parties;

"(b). comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c). the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

"(d). the lawful authority of the public employer;

"(e). the stipulation of the parties;

"(f). such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

**THE FACT-FINDER'S ANALYSIS, FINDINGS AND
RECOMMENDATIONS:**

PREFACE:

The City's "ability to pay" is not in question. However, the City points-out that the Union's economic proposals must be considered in the light of the deterioration of the City's infrastructure and its need to meet the multiple needs of its residents. As a result of the recession the City had been forced to reduce its expenditures from \$25,331,598.00 in 2008 to \$18,064,041.00 in 2014. To do so, the City implemented

wage freezes, furloughed twenty-two full-time employees,¹ and deferred equipment purchases and capital projects.

The economic decline was not the only problem. Funding from the State of Ohio in 2012 and 2013 was also curtailed by nearly \$3,000,000.00.

On the other hand, the City was required by the U.S. Environmental Protection Agency to upgrade its aging sewer system to prevent residential flooding and untreated overflows into Lake Erie. The cost of the project is estimated to amount to as much as \$90,000,000.00 .

The City did seek and obtained approval in November of 2014 of a one-half percent income tax increase to a total of 2%. The proceeds, however, were restricted to equipment purchases and capital projects.

These adverse financial conditions were the cause of the slight downgrading in July of 2011 of the City's bond rating from Aa1 to Aa2 by Moody's Investor Service.

The Moody's report stated :

¹The staffing of the Police Department was not reduced.

"Since fiscal 2007, the City's General Fund Balance fell from a healthy \$9.2 million or 47.2% of General Fund Revenues, to a satisfactory \$3.6 million or 19.8% of the revenues at the end of fiscal 2010".

Since then, the City took measures to rebuild its General Fund balance so that, at the end of 2014, the General Fund balance increased to \$5.25 million representing 23% of annual revenues.

The improving economy allowed the City to increase its General Fund appropriations for 2016 to \$22,017,127.00 .

In 2016, the City has earmarked additional funding for a variety of capital projects and equipment, much of which is a required response to EPA mandates.

The Union points-out that in consideration of the City's financial difficulties, the Patrol Unit agreed to add two steps to reach the wage scale peak, and reduce or eliminate the percentage based longevity and educational benefits and the annual sick leave cash-out bonus.

In addition to these concessions, the Union agreed to a wage freeze in 2013 and 2014, and an increase in employee contributions to the cost of health care to 15%.

The expired 2013 Collective Bargaining Agreement provided for a wage reopener in 2015. An increase of 2% and a one-time \$400.00 bonus was negotiated for that year and ultimately ratified by members of the Union.

ISSUES IN DISPUTE:

1. Article 13 - "Salaries and Hourly Rates":

A. The Expired Contracts:

Under the 2013 Contracts :

The 2012 base wage rates for Patrol Officers started at \$52,611.85 and increased annually to a maximum of \$68,777.38 after four years. These rates remained in effect for 2013 and 2014. ²

Sergeants received a 2012 base wage of \$78,080.83 while Lieutenants received a base wage of \$88,231.33.

² Employees assigned to the Detective Bureau were to receive an \$800.00 increase per year over and above the employee's base pay.

These rates were to remain in effect through 2013 and 2014.

For calendar year 2015, the 2013 Contracts provided for wage reopeners.

As a result of the reopeners, Patrol Officers' wages increased by one percent (1%) as of January 1, 2015 and by an additional one percent (1%) as of July 1, 2015.

The annual base wages for Sergeants increased by one percent (1%) to \$78,861.64 effective January 1, 2015 and increased by a further one percent (1%) to \$79,650.26 effective July 1, 2015.

For Lieutenants, the annual base wage rate increased by one percent (1%) to \$89,113.64 as of January 1, 2015, and further increased by an additional one percent (1%) to \$90,004.78 as of July 1, 2015.

B. The City's Proposal:

The City offers to increase both Patrol Officers and Promoted Officers compensation by two percent (2%) in 2016, by an additional two and one-half percent (2.5%)

in 2017 and a further two and one-half percent (2.5%) effective as of January 1, 2018.

C. The Union's Proposal:

The Union seeks to increase all Promoted Officers' wages and each step of the Patrol Officers' wage scale by two and one half percent (2.5%) effective January 1, 2016, three percent (3%) effective January 1, 2017 and an additional 3% effective January 1, 2018.

D. THE FACT-FINDER'S ANALYSIS, FINDINGS AND RECOMMENDATIONS:

Rocky River is one of the six cities in the area known as the "Westshore" which form a common labor market.

Two of these Cities - Bay Village and Westlake are most similar to Rocky River in terms of population and tax base.

Rocky River's population of 20,433 residents exceeds that of Bay Village (15,435), but is less than that of Westlake (32,424).

The median household income of Rocky River is \$67,926.00 - behind Bay Village (\$83,679.00) and Westlake

(\$76,358.00) . In terms of per capita income, Rocky River's average of \$45,176.00 is exceeded only by that of Westlake (\$46,684.00) .

In 2015 Bay Village provided a 2.9% increase for Promoted Officers, and an increase of 2% for Patrol Officers.

In Westlake, the 2015 total compensation for both Patrol Officers and Promoted Officers increased by two percent (2%) .

For calendar year 2015,³ the corresponding aggregate compensation for Lieutenants in Bay Village's Police Department was said to have been \$93,731.00, while the total compensation for Sergeants was estimated at \$83,589.00.

Over the past twelve years, the City has maintained parity in wage increases for employees in its fire, police and service divisions.

³Information on the 2016 through 2018 wage Agreements was not available for the comparable Westshore cities.

For 2016, were the City's two percent (2%) wage proposal adopted, the total compensation for Lieutenants (including base wage, longevity, education premium, firearms certification and uniform allowances) would equal \$103,449.10).

For Sergeants, the total compensation proposed by the City for 2016 would amount to \$90,797.53.

Similarly, were the City's two percent (2%) wage offer for 2016 accepted, the 2016 "Patrol Officers'" total compensation after one year would rise to \$61,019.97 and amount to \$80,809.16 after four years. ⁴

In addition, the members of the Police Department are encouraged to work on an overtime basis through the "POPAS" Program (Police on Patrol Arresting Speeders). Compensation for the POPAS Program is paid from the fines collected from traffic violators. In 2015, on average, Rocky River Officers who participated in this Program received \$4,900.34.

⁴ The overtime earnings in 2015 for Patrol Officers averaged \$5,890.00.

C. The Union's Proposal:

The Union seeks a 2.5% increase in 2016, a 3% increase in 2017 and a further 3% increase in 2018.

It argues that the Rocky River Police Units received no increases in two of the last five years and only a 2% increase in 2015. Further, they agreed to pay an unusually high proportion of the cost of health insurance - fifteen percent (15%).

In addition, the Bargaining Units agreed to eliminate the education benefit for new hires, and increase the steps required to reach the maximum longevity .

While the Officers have opportunities to work overtime and to supplement their income from the POPAS Program, these considerations have little bearing on the adequacy of their regular compensation.

The City was able to win taxpayer approval of an increase in the City's income tax to 2%. While the increase is earmarked for capital improvements, it relieves, pro tanto, the use of general fund revenues for such projects.

Taking into account the City's present "ability to pay", the fact that the Officers received no increases in 2013 and 2014, but rather increased their health care subventions while reducing other benefits, the Fact-Finder finds appropriate and recommends that the parties agree to a two and one-half percent (2.5%) increase effective as of January 1, 2016, an additional two and one-half percent (2.5%) increase effective January 1, 2017 and a third increase of two and one-half percent (2.5%), effective as of January 1, 2018, for the Officers at all steps in both Units. The recommended text for Article 13 is set forth as Appendix "B".

2. Article 18 - "Scheduling":

A. The Expired Contract:

"Article 18 - Workweek/Scheduled Hours:

"For the purpose of this Agreement, a workweek shall consist of eight (8) regularly scheduled consecutive hours, which commences at the starting time of a regularly scheduled shift. The normal workweek for employees shall be forty (40) regularly scheduled hours or one hundred sixty (16) hours over a twenty-eight (28) day sequence.

"Any provisions of this Article that are inconsistent with Article 18 of the provisional 12 Hour Shift

Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit `A' executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum".

....

"[Second Addendum]:

"1. Effective on or about September 24, 2012, a twelve (12) hour shift work schedule for the OPBA employees will be IMPLEMENTED by the Chief of Police and/or Mayor.

"2. Certain contractual changes regarding wages and benefits will be ADOPTED during the period concurring with the provisional twelve (12) hour shift work schedule as more fully set forth in the revised articles attached hereto, and incorporated herein as Exhibit `A', specifically set forth therein, none of which shall apply to anyone other than twelve hour shift OPBA employees, unless same exist in the 2009-11 CBA and 2011 Addendum. (Emphasis in original)

"3. The twelve (12) hour shift work schedule shall be ADOPTED on a trial basis only, with the understanding that if there are any problems or difficulties with scheduling of shifts, or the performance of the officers there under, or causing an increase in personnel costs including overtime, the Chief of Police and/or Mayor in his or her exclusive discretion may unilaterally and without participation or discussion with the OPBA or its members discontinue such provisional twelve (12) hour shift scheduling, upon sixty (60) days written notice to the OPBA.

"4. The work schedule shall be composed of twenty-eight (28) days. The provisional twelve (12) hour shift schedule shall be comprised of a day schedule (7:00 a.m. to 7:00 p.m.) and a night schedule (7:00 p.m. to 7:00 a.m.). There shall be two (2) eight (8) hour shifts in

each twenty-eight (28) day schedule. The day schedule will be manned by the `A' shift and the `B' shift, and the night schedule will be manned by the `C' shift and the `D' shift. The lieutenants, sergeants, and patrolmen affected by the twelve (12) hour shift work schedule shall be provided the opportunity to choose a shift according to seniority in his or her bargaining unit, but subject to the overriding discretion of the Chief of Police and/or Mayor in the ultimate and final selection of employees for each shift. It is expressly understood there shall be no obligation of minimum manning for each shift.

"5. This Addendum shall be reviewed prior to its expiration date. At that time, the Addendum may be renewed for another twelve (12) month period by the Chief of Police and/or Mayor.

"6. This Addendum shall expire on September 24, 2013.

B. The Union's Proposal:

The Union proposes to retain the twelve hour shift schedule but insists that the opportunity to choose a shift according to seniority should not be overridden by the Chief of Police or the Mayor.

C. The City's Proposal:

The City would consolidate the text of the Addendum with the text of Article 18, but without substantive change:

"The workweek schedule shall be comprised of twenty-eight (28) days. The provisional twelve (12) hour shift

schedule shall be comprised of a day schedule (7:00 a.m. to 7:00 p.m.) and a night schedule (7:00 p.m. to 7: a.m.). There shall be two (2) eight (8) hour shifts in each twenty-eight (28) day schedule. The day schedule will be manned by the `A' Shift and the `B' Shift and the night schedule will be manned by the `C' Shift and the `D' Shift. The lieutenant, sergeants, and patrolmen effected [sic] by the twelve (12) hours shift work schedule shall be provided the opportunity to choose a shift according to seniority in his or her bargaining unit, but subject to the overriding discretion of the Chief of Police and/or Mayor in the ultimate and final selection of employees for each shift. It is expressly understood that there shall be no obligation of minimum manning for each shift".

D. THE FACT-FINDER'S ANALYSIS, FINDINGS AND RECOMMENDATIONS:

The Union's concern over shift bidding arises from the fear that seniority entitlements would be overridden by discriminatory "favorit ism".

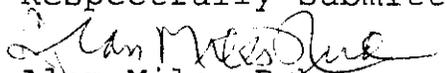
On the other hand, the City points-out that new recruits must be rotated through the shifts as part of their training, and that the services of only a single specialized Officer, such as a K-9 Officer, may be required, on a shift. Unless the Chief has discretion to make assignments out of seniority order, unnecessary and wasteful duplication would result.

Both parties have expressed reasonable concerns. The Fact-Finder believes that it is possible to achieve both of their objectives with the substitution of the following language for the fifth sentence of Paragraph 4:

"The lieutenants, sergeants, and patrolmen affected by the twelve (12) hour shift work schedule shall be provided the opportunity to choose a shift according to seniority in his or her bargaining unit, but, the Chief of Police or the Mayor for good cause may deny the senior Officer's shift bid, provided that the bid of the most senior Officer shall not be unreasonably denied, and the reason for the denial shall be communicated to the senior Officer".

Accordingly, the Fact-Finder finds appropriate and Recommends that: "Article 18 - "Workday/Period/Scheduled Hours" be amended to read as set forth in Appendix "C".

Report of Findings and Recommendations signed, dated and issued at Cleveland, Ohio this 2nd day of March, 2016.

Respectfully submitted,

Alan Miles Ruben
Fact-Finder

AMR:ljpg

APPENDIX "A"

TENTATIVE AGREEMENT

RE: ARTICLE 19(A) – FIREARM CERTIFICATION

The City of Rocky River and the OPBA Rocky River Police Division Officers and Patrolmen Units tentatively agree the following article shall be incorporated into the collective bargaining agreement for 2016-2018:

ARTICLE 19(A). FIREARM CERTIFICATION – For Patrolmen

All employees shall be entitled to annual compensation of One Thousand Nine Hundred Dollars (\$1,900.00) for state certification in the use of firearms. Employees shall obtain said certification on their own time unless otherwise agreed to by the Chief of Police. This firearm certification compensation shall be paid by a separate check ~~at the end of the first pay period in July~~ in the month of ~~July~~ **January for prior year certification. Upon separation of service from the city, reimbursement for the firearm certification will be retroactive (pro-rated) from the ~~July~~ payment date and shall be deducted from the final salary payment of the separated employee.**

*January PE
RW*

ARTICLE 19(A). FIREARM CERTIFICATION – For Officers

All employees shall be entitled to annual compensation of One Thousand Nine Hundred Dollars (\$1,700.00) for state certification in the use of firearms. Employees shall obtain said certification on their own time unless otherwise agreed to by the Chief of Police. This firearm certification compensation shall be paid by a separate check ~~at the end of the first pay period in July~~ in the month of ~~July~~ **January for prior year certification. Upon separation of service from the city, reimbursement for the firearm certification will be retroactive (pro-rated) from the ~~July~~ payment date and shall be deducted from the final salary payment of the separated employee.**

*January PE
RW*

CITY OF ROCKY RIVER

OPBA ROCKY RIVER DIVISION

Pamela E. Bobst
Pamela E. Bobst, Mayor

Randall Weltman
Randall Weltman, Esq.

1-27-16
Date

1/27/2016
Date

TENTATIVE AGREEMENT
RE: ARTICLE 20- HOLIDAYS

The City of Rocky River and the OPBA Rocky River Police Division Officers and Patrolmen Units tentatively agree the following article shall be incorporated into the collective bargaining agreement for 2016-2018:

ARTICLE 20. HOLIDAYS - For Both Officers and Patrolmen

Each full-time member of the Police Division shall, in addition to his established annual vacation period, be entitled to receive each year, eighty-eight (88) hours in holiday pay as follows:

CHRISTMAS DAY	INDEPENDENCE DAY
NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERANS DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	1/2 DAY BEFORE CHRISTMAS DAY
MEMORIAL DAY	1/2 DAY BEFORE NEW YEARS DAY

Each full-time employee of the Police Division not assigned to shift duty shall also be entitled to receive each year, one additional paid holiday, which additional day shall be selected by the employee with the approval of the Division head. Each member of the Police Division assigned to shift duty shall also be entitled to receive Easter Day as a paid holiday. Members of the Police Division assigned to shift duty will be paid half time additional for actual hours worked on the City's legal holidays.

CITY OF ROCKY RIVER

OPBA ROCKY RIVER DIVISION


Pamela E. Bobst, Mayor

1-27-16
Date


Randall Weltman, Esq.

1/26/2016
Date

TENTATIVE AGREEMENT

RE: ARTICLE 26 – HEALTH BENEFITS

The City of Rocky River and the OPBA Rocky River Police Division Officers and Patrolmen Units tentatively agree the following article shall be incorporated into the collective bargaining agreement for 2016-2018:

ARTICLE 26. HEALTH BENEFITS - For Both Officers and Patrolmen

The City of Rocky River will make available to full-time employees a comprehensive program of employee health benefits including medical, prescription drug, and dental coverage. For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums:

Medical, Prescription & Dental Costs 2015

Plan Costs	<i>Plan A</i>			<i>Plan B</i>		
	Single	Single + 1	Family	Single	Single + 1	Family
Medical & Prescription	\$537.08	\$1,074.15	\$1,557.54	\$477.93	\$955.85	\$1,385.99
Dental	\$26.98	\$49.94	\$95.27	\$26.98	\$49.94	\$95.27
Total per month	\$564.06	\$1,124.09	\$1,652.81	\$504.91	\$1,005.79	\$1,481.26
Total per year	\$6,768.72	\$13,489.08	\$19,833.72	\$6,058.92	\$12,069.48	\$17,775.12
Total EE contribution per year @ 15%	\$1,015.31	\$2,023.36	\$2,975.06	\$0.00	\$0.00	\$0.00
EE contribution per month	\$84.61	\$168.61	\$247.92	\$0.00	\$0.00	\$0.00
2015 risk adjustment offset per month	\$6.36	\$14.36	\$20.58			
Adjusted EE contribution per month	\$78.25	\$154.25	\$227.34			
EE contribution per pay (26 pays/yr)	\$36.11	\$71.19	\$104.93	\$0.00	\$0.00	\$0.00
EE contribution per pay - Medical	\$34.11	\$67.69	\$98.43	\$0.00	\$0.00	\$0.00
EE contribution per pay - Dental	\$2.00	\$3.50	\$6.50	\$0.00	\$0.00	\$0.00
City contribution per EE per year	\$5,753.41	\$11,465.72	\$16,858.66	\$6,058.92	\$12,069.48	\$17,775.12
Annualized risk adjustment offset			\$248.98			
Adjusted City contribution per year	\$5,829.73	\$11,638.04	\$17,105.62			
Voluntary Vision EE contribution per pay	\$2.92	\$5.55	\$8.15	\$2.92	\$5.55	\$8.15
2015 Surcharge for dependents 26-28	Plan A - \$214.83 per month (\$99.15 per pay)			Plan B - \$191.17 per month (\$88.23 per pay)		

Medical, Prescription & Dental Costs 2016

Plan Costs	Plan A			Plan B		
	Single	Single + 1	Family	Single	Single + 1	Family
Medical & Prescription	\$575.57	\$1,150.16	\$1,667.29	\$511.06	\$1,021.15	\$1,480.20
Dental	\$26.98	\$49.94	\$95.27	\$26.98	\$49.94	\$95.27
Total per month	\$602.55	\$1,200.10	\$1,762.56	\$538.04	\$1,071.09	\$1,575.47
Total per year	\$7,230.60	\$14,401.20	\$21,150.72	\$6,456.48	\$12,853.08	\$18,905.64
Total EE contribution per year @ 15%	\$1,084.59	\$2,160.18	\$3,172.61	\$0.00	\$0.00	\$0.00
EE contribution per month	\$90.38	\$180.02	\$264.38	\$0.00	\$0.00	\$0.00
2016 risk adjustment offset per month	\$12.15	\$25.74	\$37.01			
Adjusted EE contribution per month	\$78.23	\$154.28	\$227.37			
EE contribution per pay (26 pays/yr)	\$36.11	\$71.20	\$104.94	\$0.00	\$0.00	\$0.00
EE contribution per pay - Medical	\$34.11	\$67.69	\$98.43	\$0.00	\$0.00	\$0.00
EE contribution per pay - Dental	\$2.00	\$3.50	\$6.50	\$0.00	\$0.00	\$0.00
City contribution per EE per year	\$6,146.01	\$12,241.02	\$17,533.99	\$6,456.48	\$12,853.08	\$18,905.64
Annualized Risk Adjustment Offset	-\$145.80	-\$308.88	\$444.12			
Adjusted City contribution per year	\$6,000.21	\$11,932.14	\$17,978.11			
Voluntary Vision EE contribution per pay	\$3.21	\$6.10	\$8.97	\$3.21	\$6.10	\$8.97

Health care Plans A and B, as they exist on January 1, 2016, shall remain the same throughout the term of this Agreement, with the following exceptions:

- The City shall pay for the first 4% of premium increase, and thereafter, the City and each employee shall share equally in the percentage of premium increase, up to 12% 8% of total increase.
- Plan designs may be modified and/or insurers may be changed if plan costs (medical, prescription drug and dental), jointly or separately, increase by more than 12% 8% per year or if ~~Plan designs may be modified as needed to comply with provisions of the Affordable Care Act.~~

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B health benefits. The employee contribution for Plan A health benefits shall be a percentage of the total cost of medical, prescription drug, and dental premiums, as negotiated and established by the insurance providers and the City at the beginning of each plan year as follows: **15% for 2016, 15% for 2017, and 15% for 2018.**

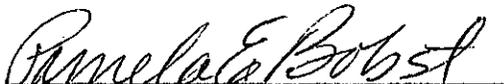
A Flexible Spending Account shall be available to any member of the union who desires to use such an account. The cost of implementing and maintaining such an account shall be at the City's expense.

Vision coverage shall be offered on a voluntary basis.

The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

CITY OF ROCKY RIVER

OPBA ROCKY RIVER DIVISION



Pamela E. Bobst, Mayor



Randall Weltman, Esq.

1-27-16
Date

1/27/2016
Date

TENTATIVE AGREEMENT
RE: ARTICLE 27 – LIFE INSURANCE

The City of Rocky River and the OPBA Rocky River Police Division Officers and Patrolmen Units tentatively agree the following article shall be incorporated into the collective bargaining agreement for 2016-2018:

ARTICLE 27. LIFE INSURANCE

Each full-time member of the Patrolman's Bargaining Unit shall be entitled to a death benefit of twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment, **in the years 2016 and 2017, and a death benefit of fifty thousand dollars (\$50,000.00) in 2018**, which benefit shall be payable to such employee's named beneficiary. The Term Life Insurance for twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment for each eligible employee shall not exceed the cost of ninety-six dollars (\$96.00) annually. Such death benefit shall be payable to such beneficiary of such full time employee, or in the event that no beneficiary is named then the sum be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

CITY OF ROCKY RIVER

OPBA ROCKY RIVER DIVISION



Pamela E. Bobst, Mayor

1-27-16

Date



Randall Weltman, Esq.

1/26/2016

Date

APPENDIX "B":

Article 13 - Salaries and Hourly Rates:

[Promoted Officers' Contract]:

"The following annual wage scheduled for employees in the bargaining unit shall be effective January 1, 2016 and shall extend through December 31, 2018:

"The annual wages for Sergeants and Lieutenants of the Police Division shall be in accordance with the following Rank Differential: The Sergeant's salary is calculated at 13.50% above the fourth year Patrolmen's salary in each time period. The Lieutenant's salary is calculated at 13% above the Sergeant's salary in each time period. Should there be a discrepancy between the Rank Differential, as set forth herein, and the Annual Wage Schedule, as shown hereinafter, the Rank Differential shall control:

<u>Effective</u>	<u>2016</u>	<u>2017</u>	<u>2018:</u>
Sergeants	\$81,633.51	\$83,674.35	\$85,766.20
Lieutenants	\$92,245.86	\$94,552.00	\$96,915.80

"Employees assigned to the Detective Bureau shall receive a wage of eight hundred dollars (\$800.00) per year over and above such employee's base pay.

"Wages shall be paid on a regular bi-weekly basis using a factor of 26.0893 divided into the annual salary".

Article 13 - Salaries and Hourly Rates:

[Patrol Officers]:

"The following annual wage scheduled for employees in the bargaining unit shall be in accordance with the following schedule:

Effective	<u>Patrol Officers:</u>		
	2016	2017	2018:
Start	\$55,005.69	\$56,380.83	\$57,790.35
After 1 Year	\$58,801.07	\$60,271.10	\$61,777.88
After 2 Years	\$62,858.35	\$64,429.80	\$66,040.54
After 3 Years	\$67,258.44	\$68,939.90	\$70,663.40
After 4 Years	\$71,906.75	\$73,704.42	\$75,547.03

"Employees specifically agree that the above four (4) year time schedule for reaching maximum Patrolman salary will stay in effect for so long as the Ohio Patrolmen's Benevolent Association, or its successor, represents the employees or twelve (12) years, whichever is later.

"Employees classed as Patrolmen assigned to the Detective Bureau shall receive a wage eight hundred dollars (\$800.00) per year over and above base pay.

"Wages shall be paid on a regular bi-weekly basis using a factor of 26.0893 divided into the annual salary".

APPENDIX "C":

ARTICLE 18 - "WORKDAY/PERIOD/SCHEDULED HOURS":

"...

"(C) The twelve (12) hour shift schedule shall be comprised of a day schedule (7 AM to 7 PM) and a night schedule (7 PM to 7 AM). There shall be two (2) eight (8) hour shifts in each twenty-eight (28) day schedule. The day schedule will be manned by the `A' Shift and the `B' Shift, and the night schedule will be manned by the `C' Shift and the `D' Shift.

"The lieutenants, sergeants, and patrolmen affected by the twelve (12) hour shift work schedule shall be provided the opportunity to choose a shift according to seniority in his or her bargaining unit, but, the Chief of Police or the Mayor for good cause may deny the senior Officer's shift bid, provided that the bid of the most senior Officer shall not be unreasonably denied, and the reason for the denial shall be communicated to the senior Officer".

..."