

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

May 27, 2016

In the Matter of Fact Finding Between

THE OHIO PATROLMEN'S)	CASE NO. 2015-MED-10-1180
BENEVOLENT ASSOCIATION)	
)	
AND)	
)	FINDING AND RECOMMENDATIONS
CITY OF WESTLAKE)	
)	
)	
)	
)	

MELVIN E. FEINBERG, FACT FINDER

APPEARANCES

For the Employer:

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Human Resources Manager
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For the Union:

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SUBMISSION

This matter concerns the fact-finding proceeding between Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Westlake, also collectively known as the Parties. The State Employment Relation's Board ("SERB"), in accordance with Ohio Revised Code § 4117.14 (C) (3), duly appointed the undersigned Fact Finder in this matter.

The fact-finding hearing in this case occurred on April 18, 2016 in Westlake, Ohio. Prior to the hearing and in accordance with SERB rules, the Parties timely filed their position statements with the Fact Finder. The proceeding was conducted pursuant to the rules and regulations of SERB. The hearing closed on April 18, 2016 and the Parties agreed that the Fact Finder would be permitted to issue his report containing his Findings and Recommendations on May 27, 2016.

BACKGROUND

The Union, pursuant to SERB certification and/or recognition by the Employer, is the sole and exclusive bargaining representative for the purposes of collective bargaining in any and all matters regarding wages, hours, benefits, terms and all conditions of employment for the approximately thirty-seven (37) employees in the following Unit:

All full-time Patrol Officers, but excluding all supervisory and management level personnel.

The Parties engaged in extensive and productive negotiations prior to the actual day of fact-finding. The Parties agreed to all sections of the Contract with the exception of the five (5) matters discussed herein. A summary of the proposals tentatively agreed upon by the Parties are as follows¹:

¹ Unless otherwise noted or otherwise agreed to by the Parties, the language in the Articles listed below will appear in the new Contract if accepted by the Parties.

Article I: AGREEMENT
Article II: RECOGNITION
Article III: NON-DISCRIMINATION
Article IV: CHECK OFF
Article V: MANAGEMENT RIGHTS
Article VI: OVERTIME
Article VII: SENIORITY
Article VIII: LAYOFF AND RECALL
Article IX: PERSONNEL FILES
Article X: LABOR MANAGEMENT AND SAFETY COMMITTEE
Article XI: NO STRIKE/NO LOCKOUT
Article XII: WORK WEEK SCHEDULED HOURS
Article XIII: GRIEVANCE PROCEDURE
Article XIV: ARBITRATION PROCEDURE
Article XVI: SHIFT DIFFERENTIAL
Article XVII: TEMPORARY ASSIGNMENTS
Article XX: VACATIONS
Article XXII: CLOTHING ALLOWANCE
Article XXV: LIABILITY/ FALSE ARREST INSURANCE
Article XXVI: DRUG TESTING
Article XXVII: RELIEF FROM DUTY
Article XXVIII: COURT TIME
Article XXIX: SHOW-UP TIME
Article XXX: CONFORMITY TO LAW
Article XXXI: DISCIPLINARY PROCEDURE
Article XXXII: OBLIGATION TO NEGOTIATE
Article XXXIII: PENSION PICKUP RIGHT
Article XXXIV: DEATH BENEFITS
Article XXXV: FIELD TRAINING OFFICER
Article XXXVI: EMPLOYEE RIGHTS
Article XXXVII: DURATION
Article XXXVIII: EXECUTION
Attachment A

ISSUES

The only contractual issues which the Parties could not resolve are the following:

1. Article XV: WAGES
2. Article XVIII: LONGEVITY
3. Article XIX: HOLIDAYS
4. Article XXI: HEALTH BENEFITS AND SPENDING PLAN
5. Article XXIII: SICK LEAVE
6. Article XXIV: FUNERAL LEAVE

1. ARTICLE XV: WAGES

The Union's Position:

The Union argued that the City of Westlake is one of the most financially well-off cities in northeast Ohio. Its location and infrastructure attracts successful, prominent residents from all walks of life. Furthermore, the Union points out that the Police Department, which is frequently in the news – for all the right reasons, is one of the City's greatest assets. The Police Department creates its success in solving crimes and maintaining safety.

It is the Union's position that the City's offered wage package is average at best, given the status of the community and its Police Department. The Union proposed enhancing the bargaining unit's pay package by increasing the base rate. It proposes annual increases to each step of the wage scale in the amount of three (3%) percent, effective March 1 of each year beginning in 2016. The OPBA contends that its wage proposal is comparable to cities such as Rocky River, Strongsville, Highland Heights, Willoughby, and Mayfield Heights.

In addition to seeking the three percent (3%) wage increase across-the-board, the Union proposes that the City implement a firearms proficiency bonus that would permit employees to receive amounts above the percentage increases paid to all employees. The Union contends that firearms proficiency bonuses are widespread throughout Cuyahoga County. This proficiency bonus would be in the amount of One Thousand Dollars (\$1,000) and paid on July 1 annually, beginning in 2016.

The Employer's Position:

The City argues that all municipalities, including the City of Westlake, have lost revenues through reductions or abolishment of funding streams, e.g. local government funds, property tax, commercial activity tax, estate tax, etc. Local government funds have been reduced by 50%

from a high of \$925,000 in 2006 to a low of \$438,000 in 2015. The estate tax, which grossed an average of \$2,000,000 per year, was discontinued, per State law, after 2012. Interest income is down by 90% since 2006 due to the Federal Reserve's rate policies. It is the City's goal and, more importantly, obligation to its citizens, to take long term steps to address the loss and/or reduction of various revenue sources without impacting the high quality of services which the residents expect and deserve.

In further support of its position, the City contends that prior to Ohio's collective bargaining law public employees were lower paid than their private sector counterparts, but enjoyed substantially higher benefit levels. Since 1984 however, public employee wages have risen to competitive levels. Yet prior to 2009, little or nothing had been done to contain and control benefit costs. Accordingly, the City proposes a 2.0% wage increase in 2016, and a 2.5% increase each year in 2017 and 2018; a total seven (7%) percent wage increase over the proposed contract term. Increases are proposed to be effective March 1 of each year. The City argues that it has made the same wage proposal to other units in the City that it has proposed to the OPBA. In fact, at least two other units have accepted the City's wage proposal and that pattern-bargaining is "a time tested tradition" that the Fact Finder should take note of. The City further argues that once reasonable wages have been established for various units within a governmental entity, percentage increases to those bargaining units should, indeed, be similar. The reasoning behind this position is that identical socio-economic factors are applicable to all employees within a single jurisdiction and internal equity should be considered.

Lastly, the City further maintains that the employees within this bargaining unit are well situated when compared to similar jurisdictions within the general geographic area, and received

a six (6%) wage increase over the last Contract term when many municipalities were providing only minimal increases, no increase or concessions.

FINDINGS AND RECOMMENDATIONS

The City of Westlake is both well managed and financially sound. It stands out as one of the cities that has weathered the storm of recession and came out intact without having to resort to furloughs or layoffs, as was the case in many Ohio cities and other levels of government. However, the City has not escaped the higher costs of health care, the reduction of state funding, the elimination of the estate tax, reduced interest income, and reduced tax collections.

The recommendations included in this report are intended to maintain the City’s relative position, given the average increases found in the public sector for cities that are financially sound. Based upon the Parties’ positions, the evidence in the record, and the application of the statutory criteria, the following recommendations are made in hopes that the Parties will ratify a new agreement. Accordingly, I find and recommend that all bargaining unit employees receive an across-the-board two and one-half percent (2.5%) wage increase retroactive to March 1, 2016. I recommend the following language be adopted and incorporated into the proposed Contract:

	2015	2.5% 3/1/2016	2.5% 3/1/2017	2.5% 3/1/2018
<i>Patrolman Detective Grade</i>	\$ 79,166.12	\$ 81,145.27	\$ 83,173.90	\$ 85,253.25
<i>Patrolman 1st Grade</i>	\$ 74,685.70	\$ 76,552.84	\$ 78,466.66	\$ 80,428.33
<i>Patrolman 2nd Grade</i>	\$ 67,357.00	\$ 69,040.93	\$ 70,766.95	\$ 72,536.12
<i>Patrolman 3rd Grade</i>	\$ 62,872.33	\$ 64,444.14	\$ 66,055.24	\$ 67,706.62

2. ARTICLE XVIII: LONGEVITY

Union’s Position

It is the Union’s contention that the present longevity schedule should be retained. It points out that there are almost no municipalities in Cuyahoga County that do not have longevity.

The Union further argues that without longevity, the Union's position among comparable cities would drop lower than it already is.

Employer's Position

The Employer proposes limiting eligibility for longevity to those employees hired on or after March 1, 2016. Employees hired under the prior Agreement which expired on February 28, 2016, would continue to be eligible for longevity and any applicable increases.

In support of its proposal to eliminate longevity for new employees, the City reports that in 2010 its City Council froze longevity for all non-bargaining unit employees and eliminated longevity for any non-bargaining unit employee not currently receiving a longevity payment. The City contends that its proposal provides current bargaining unit members the ability to continue receiving increases in their longevity payments under the current payment schedule and as such, no current employee would be affected.

FINDINGS AND RECOMMENDATIONS

The Fact Finder recommends that the current longevity schedule be retained. The evidence presented indicates that the other union-represented employees in the City and Police Officer's throughout Cuyahoga County receive longevity payments. As such, the current contract language should be retained.

3. ARTICLE XIX: HOLIDAYS

Union's Position

The Union seeks to increase the number of holidays that the bargaining unit's members are paid overtime when they work. Currently, the Union receives premium pay for working five (5) of the designated eight (8) holidays. The Union argues that the holiday benefit is below the

standard established by comparable jurisdictions. Thus, the Union proposes to add one more holiday (Independence Day) to those that pay overtime when worked.

Employer's Position

The Employer contends that its holiday pay benefits are comparable to that of other cities, especially neighboring communities in the Westshore area. The Employer further argues that those cities that pay overtime for Independence Day no longer hold their fireworks displays on that day due to the personnel costs. The Employer has concerns that it would have to alter the City's services if this benefit, which it argues is not supported by the evidence, was granted to the bargaining unit employees.

FINDINGS AND RECOMMENDATIONS

The statute directs the Fact Finder to consider the history of bargaining and internal and external comparables, particularly when analyzing economic issues. The Parties have enjoyed a long history of bargaining and many of the holiday pay benefits have existed for a long period of time. Although the economic climate has improved during the past one or two years, there is little justification to increase this economic benefit at this time. The Fact Finder recommends that the current Contract language be retained.

4. ARTICLE XXI: HEALTH BENEFITS AND SPENDING PLAN

Union's Position

The Union argues that the Employer's health care proposals are excessive and amount to "overreach." The Employer's proposal does not have any support from most comparable jurisdictions across the State of Ohio. More importantly, the proposal is not justified under the facts. The Union further contends that during the last round of negotiations it agreed to a more employee expansive plan design and increased employee health care premium contributions,

which now stand above the pertinent averages. The Union further maintains that it agreed to a Health Care Committee and a wellness plan that has not worked as intended. Nevertheless, the Union proposes that the City provide bargaining unit employees and their immediate family membership to the Westlake Recreation Center at a 50% discount. Accordingly, the Union proposes that there be no other changes to the current Contract's Article XXI language.

Employer's Position

In support of its health care proposal, the Employer states that during the current Contract term the Parties agreed to incorporate a wellness program that provided for accountability among the users of its self-funded health plan. The base employee contribution was established at 12.5%. However, under the current Contract, through participation in an annual wellness screening, employees have been able to reduce their contribution by 2.5%, thereby paying only 10%.

The Parties have engaged in the above participation-only wellness program for two years. Now that employees have become accustomed to the screening and have received feedback regarding their health, the Employer proposes moving to an outcomes-based program. The Employer's proposed changes to the wellness program would allow employees to receive a 2.5% reduction in their premium if they: (1) participate in the screening and (2) have a body mass index ("BMI") of 29.9 or lower.

The Employer contends that the results of its prior wellness screening demonstrated that there were two areas of risk among employees where participants showed the greatest room for improvement. These areas of risk were hypertension and obesity. The Employer has chosen to focus on obesity. The Employer presented evidence that nationwide roughly two out of every three adults are either overweight or obese. Furthermore, obesity is a costly risk, accounting for

at least \$147 billion worth of medical costs annually (See City of Westlake (“City”) Exhibit 1). The Employer argues that with a self-funded health plan, it is imperative that all users of the plan take steps to reduce health care costs. The Employer also submitted evidence that it is estimated that employers lose over \$30 billion per year in productivity due to obesity. The Employer maintains that its target BMI of 29.9 is within a reasonable range as it is still within the National Institute of Health’s overweight category. While the Employer acknowledges that this is not the ideal BMI, it also understands that on the path to a healthier lifestyle we all have to start somewhere.

The Employer also proposes carving spouses out of its current health plan. Specifically, spouses of employees hired after March 1, 2016 who are eligible for group health insurance coverage through their employer’s plan would not be eligible for coverage under the Employer’s plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage. The Employer maintains that the Affordable Care Act has imposed numerous additional costs on employers. The Employer presented a 2014 study by the Employee Benefit Research Institute (“EBRI”), which found that spouses tend to spend more on health care annually than covered employees (See City Exhibit 2). The Employer argues that carving out these benefits could yield lower overall outlays for the City’s self-insured plan.

In further support of its proposal, the Employer contends that it endeavors to secure for this bargaining unit the same modifications to the health plan and the same effective dates for such changes upon which the Fire Fighters Union and City Hall Administrative Union have already agreed. The Employer states that other bargaining units have recognized the need for increased accountability and this unit should incur the same obligations for health care that other City employees experience. For purposes of insurance, all employees should have the same level

of benefits and the same costs. Rather than one bargaining unit being singled out for differential treatment, all employees should be included in one plan. Consistency in health insurance provisions among all employees is fair and equitable.

Lastly, the Employer contends that its proposed plan reflects modifications and increases to employee costs made by public employers throughout the State and that its proposed changes are consistent with health care plans negotiated in comparable communities.

FINDINGS AND RECOMMENDATIONS

It is clear that the Employer is attempting to be proactive in terms of what is likely to be more costly health care coverage in the future. It is promoting wellness as a long-term preventative measure to both reduce costs and incentivize a healthy lifestyle among its employees. The Employer's proposed changes to the Parties' wellness program are narrowly tailored in order to address the medical concerns of its employee population. Due to the progressive nature of the current plan and the additional costs facing employers in the future, the Fact Finder recommends that the Employer's proposed changes to the health plan be adopted. Further, at the Hearing on this matter, the Union proposed (under Miscellaneous proposals) that the City provide the bargaining unit employees, and their immediate family members, membership to the Westlake Recreation Center at a 50% discount. In light of the Employer's wellness program requirements, the Fact Finder recommends that the Union's proposal regarding the Recreation Center be adopted by the Parties. Accordingly, I recommend the following language be adopted and incorporated into the proposed Contract:

21.01 For the term of this Agreement, the Employer agrees to provide bargaining unit employees health insurance, inclusive of medical, hospitalization, dental, eye care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance program. Such group insurance may be provided through a self-insured plan or an outside provider. ~~For the years 2013 and 2014 the benefits shall remain comparable to those contained in Attachment "A."~~ The Employer reserves the right to self-insure or change insurance carriers at its discretion, providing

the benefits under the plan are comparable to those provided under this Agreement. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers, but does not reduce financial or related benefits, is a comparable benefit under this provision.

~~Beginning 2015, cost containment measures may be adopted by the Employer pursuant to the provisions of Section 17.5 herein.~~

Spousal Carve-Out. Commencing March 1, 2016, spouses of employees who are hired after March 1, 2016, who are eligible for group health insurance coverage through their employer's plan shall not be eligible for coverage under the City's health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care). The City may require that employees submit signed affidavits certifying that their spouse is not eligible for other employer-sponsored health care coverage.

21.02 Annual Wellness Screening Program. ~~Commencing in calendar year 2014,~~ The City shall ~~institute~~ **have** an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they have been screened from a health care provider on the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level **and the employee has a body mass index ("BMI") of 29.9 or lower.** The reduction will apply to the first month following the submission of the required verifying documentation to the City.

In order to receive this reduction, the employee shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening, ~~and~~ a positive/negative result on the nicotine test **and that the employee has a BMI of 29.9 or lower.** Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from twelve and one half percent (12.5%) to ten percent (10%) for 2015 as expressed in the formula contained in 21.04.

21.03 Tobacco Use Surcharge. Commencing in calendar year 2015, the City shall institute a tobacco use surcharge for all employees participating in the group health plan made available through the City. Under this program, employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee. The surcharge rate is reflected in the cost sharing formula contained in 17.4. In order to avoid the surcharge, an employee whose tobacco use is not covered in 17.2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

21.04. Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. ~~Effective March 1, 2013, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the cost of the total base cost for health care, prescription, and ancillary benefits.~~ Effective January 1, 2015, the Employer and employee contributions shall be as set forth below with the applicable incentive/disincentive (surcharge) applied:

Contribution for those Employees Who Participate in Screening and Have Qualifying BMI for Screening Reduction (Incentive) (2.5% Reduction)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	90%	Single	10%
Employee + 1	90%	Employee + 1	10%
Family	90%	Employee/Child(ren)	10%

Contribution w/o Surcharge or Incentive (No Screening/No Tobacco Use)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	87.5%	Single	12.5%
Employee + 1	87.5%	Employee + 1	12.5%
Family	87.5%	Employee/Child(ren)	12.5%

Contribution for Tobacco Users w/ Screening and Qualifying BMI (5% surcharge less 2.5% credit = 2.5% surcharge)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	85%	Single	15%
Employee + 1	85%	Employee + 1	15%
Family	85%	Employee/Child(ren)	15%

Base Contribution For Tobacco Users w/ no Screening (5% surcharge)

Monthly Maximum January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	82.5%	Single	17.5%
Employee + 1	82.5%	Employee + 1	17.5%
Family	82.5%	Employee/Child(ren)	17.5%

The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household

income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Finance Director.

21.05 Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the participating bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. However, the health care committee shall have no authority to recommend modifications to the cost sharing ratios in Section 38.04 above. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by November 30 for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

21.06 The Employer will provide each employee with term life insurance in the amount of twenty-five thousand (\$25,000) dollars.

21.07 The Administration will continue to make available a voluntary Section 125 qualified cafeteria plan (flexible spending) for employees that meet IRS requirements for pre-tax preferences for qualified expenses.

21.08 *In order to promote wellness, City employees and their immediate family members shall receive a membership to the Westlake Recreation Center at a 50% discount.*

5. ARTICLE XXIII: SICK LEAVE

Union's Position

The Union proposes an enhancement to the current sick leave incentive benefit. In support of this proposal, the Union argues that it seeks to gain parity with other City employees by obtaining their reward of \$200 for not missing more than one (1) hour in a stated one (1) month period due to sick leave and capped at \$800.00 per year.

Employer's Position

The Employer proposes that per City ordinance, employees shall not be allowed to accrue sick leave while using sick leave. Under the Employer's proposal, this limitation on the accrual of sick leave would not apply to other types of leave that is used (ex: vacation or personal time). In support of its proposal, the Employer contends that per City ordinance, sick leave is accrued based on hours worked. Furthermore, sick leave is a benefit afforded to employees and the Employer even provides a cash bonus to employees who use only a minimal amount of sick time. Accordingly, it is the Employer's contention that it is reasonable that employees should not accrue sick time while using sick time.

The Employer also proposes that bargaining unit members be required to exhaust all paid leave before taking unpaid Family Medical Leave for the adoption, placement or birth and/or care of a child under the City's current Family Medical Leave Act ("FMLA") policy. The Employer argues that all other family medical leave absences, including serious illness and/or injuries, are administered in accordance with this policy and leave for the birth and/or placement of child should be administered in the same manner. The Employer currently follows all requirements of federal law and the current language has resulted in extended leave time and additional costs to the City.

FINDINGS AND RECOMMENDATIONS

After a review of the history of bargaining between the Parties and the benefits received by other union groups within the City of Westlake, the Fact Finder recommends that the Union's sick leave benefit be increased to \$200.00 for each employee (paid out monthly at \$66.66) who has not missed more than one (1) hour in a stated one (1) month period (other than for a funeral for an immediate family member, scheduled vacation or personal time) and to be capped at \$800.00 per year.

The Fact Finder further recommends rejection of the Employer's proposal on this issue and that all other language of the current Contract's Article XXIII remains the same, with the exception of Section 23.04. It is recommended that Section 23.04 of the proposed Contract read as follows:

23.04 Sick leave shall accumulate and be used in accordance with Section 167.04 of the Codified Ordinance of the City of Westlake, as adopted on September 3, 1987, Ord. 1987-193. City to pay the sum of \$200.00 to each employee (paid out monthly at \$66.66) who has not missed more than one (1) hour in a stated one (1) month period other than for a funeral for an immediate family member, scheduled vacation or personal time and to be capped at \$800.00 per year. The first one month period as set forth hereunder shall be beginning with the first day of March 2016 and each payment provided for hereunder shall be made, where practicable, within thirty (30) days after the conclusion of each one (1) month period.

6. ARTICLE XXIV: FUNERAL LEAVE

Union's Position

It is the Union's position that there should be no change to the current Contract language. The Union was granted this additional benefit as a result of a Fact Finding decision and the Employer's proposal is not justified.

Employer's Position

The Employer contends that its proposal seeks to bring this provision in line with that of the other units in the City. As such, the Employer proposes that bargaining unit members be

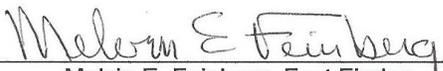
entitled to three (3) days of time off to prepare for and/or attend a funeral. Additional days may be approved by the Mayor. Under the City's proposal, bargaining unit members would use sick time during this absence. Currently, this is the only unit in the City entitled to funeral leave without the use of sick time.

FINDINGS AND RECOMMENDATIONS

After a review of the history of bargaining between the Parties and the benefits received by other union groups within the City of Westlake, the Fact Finder recommends that the current Contract language be retained.

CONCLUSION

In conclusion, this Fact Finder hereby submits the above recommendations on the outstanding issues presented and incorporates into those recommendations all tentative agreements reached by the Parties.


Melvin E. Feinberg, Fact Finder

Cuyahoga County
May 27, 2016

CERTIFICATE OF SERVICE

I hereby certify that one copy of my Findings and Recommendations in SERB Case No. 2015-MED-10-1180 is being sent by e-mail to SERB and to each of the following Parties on the date set forth below:

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Melvin E. Feinberg, Fact Finder

May 27, 2016