

STATE EMPLOYMENT
RELATIONS BOARD

SEP 20 11 03 AM '96

IN THE MATTER OF FACT-FINDING PROCEEDINGS
BETWEEN

CITY OF CUYAHOGA FALLS

)

CASE NO. 96-MED-03-0176

)

AND

)

RECOMMENDATIONS

)

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

)

Sergeants and Lieutenants

)

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE CITY

Geoffrey W. Kennedy, Esq.

FOR THE UNION

Charles M. Choate

S U B M I S S I O N

This matter concerns fact-finding proceedings between the City of Cuyahoga Falls (hereinafter referred to as the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on August 30, 1996 in Cuyahoga Falls, Ohio.

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

This fact-finder in rendering the following recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G) (6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

The parties have requested that this fact-finder issue a summary report setting forth his recommendations on the

outstanding issues based upon the arguments and evidence presented at the fact-finding hearing held on August 30, 1996. Therefore after giving careful consideration to the positions of the parties, this fact-finder submits the following recommendations on the outstanding issues which remain at impasse.

RECOMMENDATIONS

1. WAGES

There shall be wage increases of 2 percent effective July 1, 1996; 3 percent effective July 1, 1997; and 3 percent effective July 1, 1998.

2. SICK LEAVE - CASH PAYOUT UPON RETIREMENT

Maximum hours that can be cashed out upon retirement shall be increased to 1500 hours.

3. HEALTH INSURANCE

The lifetime maximum for major medical shall be increased to \$1,000,000.

Prescription - changed to \$0.00 deductible per prescription for generic and \$5.00 deductible per prescription for Brand Name.
See Attachment A

4. VACATION SELL BACK

An additional provision shall be included in Article 24 as more fully set forth in Attachment B.

5. PROTECTIVE VESTS

The City shall provide and replace protective vests for bargaining unit members as more fully set forth in Attachment C.

6. FAMILY MEDICAL LEAVE

A new Family Medical Leave Provision shall be included in the parties' agreement as more fully set forth in Attachment D.

7. VACATION RETIREMENT/DEATH PAYMENT

New language regarding payment of unused and accrued vacation upon death of a member shall be added as follows:

In the event a member dies during employment with the City, his estate shall be credited with such unused vacation time as his service in the year prior and of the current year shall entitle him to receive, and such employee or his estate shall be paid for any unused vacation as of his last working day, together with any banked or carried over vacation time in accordance with this Article.

8. SICK LEAVE RETIREMENT/DEATH PAYMENT

New language shall be added regarding payment of unused and accrued vacation upon death of a member as follows:

In the event a member dies during employment with the City, unused sick leave in the maximum amount allowed by this Article shall become payable in a lump sum in the employee's name and given his estate, provided all provisions of this Article have been met by the member. Only sick leave credit earned by employment with the City may be converted into cash benefits upon retirement, disability retirement or death.

C O N C L U S I O N

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties should also be incorporated into their new Collective Bargaining Agreement.

 9-18-96
JAMES M. MANCINI, FACT-FINDER

ATTACHMENT A

Maternity benefits

Medical insurance premiums

(a) Member with a family shall pay: \$2.50 monthly

(b) Single member shall pay: \$1.00 monthly

~~1,000,000~~

~~\$250,000~~ lifetime maximum for major medical

Out patient benefits \$100.00 per individual

Prescription

~~0.00~~
~~\$2.00~~ deductible per
prescription *for generic and*
~~\$5.00 deductible per prescription~~
for Brand NAME.

B. Dental

The City will continue to provide a dental insurance plan for all members of this bargaining unit, their spouses and dependents which shall be substantially equal overall to provisions of the plan now in effect. The City shall bear the cost of providing said dental insurance.

C. A certificate of insurance shall be given to each member with the description of benefits for the member, spouse and dependents.

*The Letter Agreement attached as Appendix B is incorporated herein by reference.

ATTACHMENT B

An employee may sell vacation under the same terms and conditions as vacation banking set forth above except that:

- vacation may be sold in one (1) week increments only
- vacation must be sold in the year in which it is credited to the employee, and
- an employee may both bank and sell vacation, as provided herein, in the same year.

ATTACHMENT C

Protective Vests

Provide Protective Vests to members of the Bargaining Unit and shall
The City shall replace protective vests provided to members of the bargaining unit at such time as the vests are no longer serviceable as provided in the manufacturer's specifications unless the vest has been rendered unserviceable due to the misuse or neglect of the member, in which case the replacement shall be the responsibility of the member. The Chief of Police shall issue a policy, within 30 days of the execution of this Agreement, outlining the care, maintenance, and use of protective vests.

CITY OF CUYAHOGA FALLS and F.O.P./Sergeants and Lieutenants

CITY PROPOSAL
NEW ARTICLE

Family Medical Leave

"Maternity leave" is taken by a pregnant woman at the time she and her physician determine that her pregnant condition makes her unable to continue working.

"Child-care leave" is taken by a woman following childbirth after that time her physician has declared her able to return to work, or by an employee for the birth or adoption of a child.

"Family medical leave" is taken by an employee for the illness of an employee's immediate family or for a serious health condition of the employee or a member of the employee's immediate family after applicable sick leave benefits are exhausted.

"Serious health condition" and "Immediate family" shall have the same meaning as under the Family and Medical Leave Act of 1993.

The City does not discriminate on the basis of pregnancy. A pregnant employee is to be afforded all the benefits of employment that are afforded to other employees under the same terms and conditions and in the same employment classifications. An employee who becomes pregnant may work until her delivery date, so long as in the judgment of her physician she is physically able to perform the regular duties of her occupation.

Maternity leave is treated as any other extended sick leave. The employee must provide the City with a statement from her physician that she is unable to continue working, and estimating the length of the period she will be unable to work.

Child-care and Family Medical Leave shall be leave without pay. Child-care and Family Medical leave shall continue for a period which, after exhaustion of sick leave, does not exceed 12 weeks within a rolling twelve month period preceding any date upon which leave is used, provided, however, that if more than one member of the immediate family is employed by the City the combined eligibility for Child-care leave based on a single occurrence shall not exceed 12 weeks for all such family members during said twelve month period. Health care benefits will continue during child-care and family medical leave under the same terms and conditions as if the employee were working, provided that the City may recover the cost of such health care benefits as provided in the Family and Medical Leave Act of 1993 from the member's final paycheck, and if a balance is still outstanding, by suit in a court of competent jurisdiction.

Nothing in this section shall preclude an employee from using vacation or personal leave as provided in this agreement, subject to all policies applicable thereto.