

JUN 9 11 42 AM '99

IN THE MATTER OF FACT-FINDING PROCEEDING

BETWEEN

CITY OF AURORA	(Case Nos.:	98-MED-10-0992
)		98-MED-10-0993
and	(
)		
	(Hearing Date:	April 14, 1999
OHIO PATROLMEN'S)		
BENEVOLENT	(
ASSOCIATION)	Findings and Recommendations:	
	(June 8, 1999
)		
	(

Representing the City : **David M. Benjamin, Esquire**
Advocate

Representing the Union: **Michael W. Piotrowski, Esquire**
Advocate

William J. Miller, Jr.
Fact Finder

SUBMISSION

This matter concerns fact finding proceedings between the City of Aurora (hereafter referred to as the "Employer") and the Ohio Patrolman's Benevolent Association (hereafter referred to as the "Union"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until June 15, 1999.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. Consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The Employer and the Union previously engaged in the collective bargaining process for an extensive period of time before the appointment of a Fact Finder. This Fact Finder had several discussions with the parties prior to April 14, 1999, and on April 14, 1999 attempted to mediate the unresolved issues. Several issues were resolved through mediation, but there were additional issues remaining to be considered during Fact Finding. The following issues were considered at the Fact Finding Hearing on April 14, 1999:

1. Compensatory Time Off
2. Insurance Co-Payment
3. Wages

1. COMPENSATORY TIME OFF

It is the position of the Employer that it seeks to eliminate compensatory time off by making the necessary revisions in Article 21 (Holidays) and Article 33 (Overtime Pay). The Employer contends that without exception, whenever a bargaining unit member takes accumulated compensatory time off, it necessitates that the Employer pay his / her replacement at time and one half as all bargaining unit members already work full time. The Employer argues that it would be in the best interest of the City for the Union to agree to eliminate compensatory time off and in effect eliminate the necessity of the City to pay overtime whenever employees take compensatory time off.

The Union contends there is no basis for eliminating compensatory time off and that the use of compensatory time off has occurred for a considerable period of time and does not adversely affect the City. It is the contention of the Union that there is no basis to eliminate compensatory time off and it requests that the Agreement remain intact in such regard.

FINDINGS AND RECOMMENDATIONS

After carefully considering the contentions and positions of the parties, it becomes readily apparent that under many circumstances the Employer can control the necessity to have compensatory time off. This is the case because in many instances, the Employer makes the determination as to whether or not extra work is needed and in such cases controls the amount of compensatory time that may arise under a particular circumstance. It is recognized, however, that there may be certain circumstances wherein compensatory time off is necessitated by employees being off because of various reasons. However, on balance, when the entire record is revealed, it is my considered opinion that the parties would best be served if the existing language regarding compensatory time off remains unchanged. Therefore, it is my recommendation that there be no change in the existing contractual arrangements regarding compensatory time off.

2. INSURANCE CO-PAYMENT

It is the position of the Employer that it proposes to increase the requirement of employees to make a co-payment regarding hospitalization in the amount of \$10.00 per pay period. At the present time, as is provided in the Agreement, employees make a co-payment of \$5.00 per pay period. The Employer believes it is justified in making such request to increase the co-payment to \$10.00 per pay period as the existing hospitalization plan is one of the very best, if not the best medical plan available. The Employer believes the cost of maintaining this plan will continue to rise and it is the contention of the Employer that employees should be required to shoulder a portion of their medical coverage costs. It is the position of the Employer that if this is done, employees will fully cooperate related to cost savings issues.

The Employer also requests that the change in co-payment be imposed immediately and that there be no restriction on the Employer to not make a change in the co-payment cost for employees until all other City employees are subjected to an equal or greater co-payment obligation.

The Union argues that the City has failed to provide any justification for altering the amount of the existing required co-payment. Furthermore, the Union argues there is no basis for altering the existing co-payment arrangement for health care.

FINDINGS AND RECOMMENDATIONS

Upon considering the record evidence and testimony regarding this specific issue, it is my opinion that there have been significant changes in existing insurance programs and there continues to be a necessity to make appropriate accommodations so that

adequate health insurance coverage continues to be provided. The proposal of the City in this specific circumstance appears to have sufficient basis when considering the changes that have occurred related to health care. It is therefore my recommendation that the employees within the bargaining units have their co-payment increased to \$10.00 for each pay period, but that there be no obligation for the employees within these two bargaining units to be required to have an increased co-payment obligation unless and until all other City employees covered by a City health insurance program are subjected to an equal or greater co-payment obligation.

3. WAGES

It is the position of the Union that wages should be increased 80 cents per hour upon the effective date of the Agreement. Additionally, the Union proposes that the wages rates be increased by 4% during each contract year.

It is the contention of the Union that upon reviewing the comparable communities that there is sufficient justification for providing increases in the amount of 4% for each contract year in addition to providing an increase of 80 cents per hour during the first year of the contract. The 80 cent per hour increase, according to the Union, would constitute a sufficient equity increase which is justified in this circumstance. It is argued further by the Union that the City has provided increases beyond 4% for other employees who are not in bargaining units and it would be appropriate in this circumstance to provide the necessary equity increase to bargaining unit employees.

It is the position of the Employer that a four percent per year increase would be sufficient and justified under these existing circumstances. The issue is certainly a difficult issue, but when all factors are considered, it is the contention of the Employer that a 4% increase during each contract year would be fair and equitable in this circumstance. Furthermore, the Employer contends its financial analysis and comparisons clearly supports the proposition that a 4% increase per year would be appropriate in this circumstance. The Employer notes the increases that it has proposed are beyond the effective consumer price index which has varied between 1 1/2 % to 2 1/2 % during the past several years. The Employer also contends that it has considered the comparable communities, and on the basis of such comparisons, has determined that it would be appropriate to provide 4% increases per year.

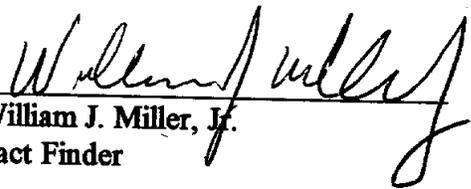
FINDINGS AND RECOMMENDATIONS

Upon carefully considering the extensive documentation and analysis presented by both the Union and the Employer, it is my belief that it would be appropriate to provide increases in the amount of 4% per year during the term of the Agreement. Although I

have carefully considered the request for an additional equity increase as requested by the Union, it is my belief that in this present circumstance, such equity increase would not be justified. Undoubtedly, the increases being proposed are beyond the existing cost of living increases that have occurred during the past several years and such increases are in line with the kind of increases being provided in similar circumstances. While the 4% increases may not completely satisfy the concerns of the bargaining unit, it is my belief that such increases are appropriate and in line with comparable communities to the City of Aurora.

CONCLUSION

In conclusion, this fact-finder submits his findings and recommendations as set forth herein.



William J. Miller, Jr.
Fact Finder

June 8, 1999