

STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

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October 31, 2008

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2008 NOV -3 P 12: 15

In the Matter of the Fact Finding Hearing Between:

BOARDMAN TOWNSHIP, OHIO )

And )

OHIO PATROLMEN'S BENEVOLENT )  
ASSOCIATION )

SERB Case No. 07-MED-08-0755

Dispatchers Unit

APPEARANCES

For the City:

Michael Esposito, Esq.  
Jason Loree

Employer Advocate, Clemans Nelson  
Township Administrator

For the Union:

Jeffery Perry  
Sherry Biros

OPBA Representative  
Bargaining Unit Representative

Fact-Finder:

Virginia Wallace-Curry

## INTRODUCTION

This matter concerns the fact-finding proceeding between Boardman Township (the "Township") and the Ohio Patrolmen's Benevolent Association (the "Union" or "OPBA"). The bargaining unit consists of employees performing emergency dispatch services for the Township. There are approximately seven (7) employees in the bargaining unit. The terms of the parties' successor collective bargaining agreement expired on December 31, 2007.

The parties held multiple bargaining sessions and were able to reach agreement on all but three (3) issues. Impasse was declared and the parties proceeded to fact-finding.

Virginia Wallace-Curry was appointed Fact-finder in this matter by SERB. A hearing was held on September 11, 2008. The parties waived the submission of pre-hearing statements. At the fact-finding hearing, the parties accepted the Fact-finder's offer to mediate the unresolved issues. The parties reached tentative on several unresolved issues and elected to proceed to hearing on the remaining unresolved issues. The tentative agreements on all the issues are incorporated in this report and recommended by the fact-finder.

A hearing on the remaining unresolved issue was held, and the parties were given full opportunity to present their respective positions. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended.

In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

1. Past collectively bargaining agreements, if any, between the parties;
2. Comparison of the 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 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;

4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to 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.

### **UNRESOLVED ISSUES**

#### **Issue 1**      **Article 7, Compensation**

##### **Township's Proposal**

The Township proposes that wage rates remain unchanged for the duration of the Agreement. It points out that it is at a cross-roads in its existence and that years of balancing its budget with one-time infusions of estate tax revenues have created a massive deficit where known expenditures vastly outnumber the reliable revenue stream. As a result, it has had to conduct a large scale reduction in force among the AFSCME, Road, and IAFF bargaining units, and seek wage freezes and other concessions in bargaining. Along with this, it has also had to make the decision to seek additional funds to sustain levels of operations from the public.

The Employer points out that those other units have already agreed to wage freezes and other economic concessions elsewhere to assist the Township in maintaining the level of service to the public during these trying times. If the public is to look favorably upon its request, it is imperative that employees send the message that the funding request is not simply about increases in wages and benefits, it is designed to fund the services that Township residents have come to expect.

### **Union's Proposal**

The Union proposes that bargaining unit members receive annual increases in the amount of 3% each year. It states that while it is sympathetic to the Township's situation, its members cannot fairly be asked to absorb a drastic increase in health insurance without some form of compensation to offset those contributions. In terms of this, it asks for compensation in line with that reflected in the most recent SERB report reflecting the average increases for public employees, various Dispatch units from comparable Townships, and the Police Fact-finding report.

### **Discussion and Recommendation**

For the reasons stated herein, the Township's proposal is recommended with some modification. The Township must be fiscally responsible to the taxpayers, and it cannot reasonably accept to increase base bargaining unit wages where such action would further exacerbate the funding challenges that it faces. At the same time, however, it is not reasonable for the Township to extract concessions from this unit (due to its relatively low compensation) without some type of compensation being offered. Were this unit compensated at a significantly greater level with respect to other township personnel, such a recommendation might not be warranted.

In light of the aforementioned factors the following recommendation is made with respect to wages. Bargaining unit members wage rates will remain unchanged for the duration of the Agreement, however, members shall be provided with a one-time signing bonus of \$850 which is payable in three (3) separate installments of \$275.00 each for the first two (2) payments with the remainder sum in the last payment. Payments will be made upon execution and on each successive anniversary date of the contract's

execution. Since these are one time monies, they will not roll up on the Employer. Moreover, they are not an overly burdensome amount of compensation. For the employee, these monies will assist them in meeting the obligations that they will be asked to assume in the area of insurance contribution.

This recommendation is designed to balance the interest of the public in receiving quality public services at a reasonable cost, with basic aspects of fairness that need to be accounted for in these types of situations. While employees must step up to the plate in times of economic distress, as this recommendation reflects, so too must the voters reasonably fund the services that they seek. The aggregate one-time monies in the bonus amount to less than 2% over a three (3) year period, and slightly more than one-half percent (1/2%) per year. It is very possible, and not unlikely, that employees will be asked to pay this and more through the implementation of this insurance recommendation. Whether or not that occurs, however, will largely be on the shoulders of the Township Insurance Committee that has been established, and to all accounts, is doing its job in attempting to mitigate costs.

### **Recommended Contract Language**

#### **ARTICLE 7** **COMPENSATION**

**Section 1. Wage Increases.** *Bargaining unit members wage rates shall remain unchanged for the duration of the Agreement as set forth in Appendix A.*

**Section 2. TAC Officer.** Any dispatcher acting in the capacity of the TAC officer shall receive an incentive bonus pay of \$1,200 per year, paid out in two (2) payments of \$600.00. Any dispatcher acting in the capacity of the CO-TAC officer shall receive an incentive bonus pay of *six hundred dollars* (\$600.00) per year, paid out in two (2) payments of *three hundred dollars* (\$300.00).

**Section 3. Part-time Dispatcher Compensation.** Part-time dispatchers shall be paid compensation at a rate not to exceed one dollar (\$1.00) per hour less than the rate established for full-time dispatchers throughout the current Agreement.

**Section 4. Full-time to Part-time Compensation.** If a full-time employee goes to part-time status or a part-time employee goes to full-time status, they shall stay at the present step on the pay scale and require no additional probationary period. ~~Any prior Boardman Township dispatcher who is rehired may, at the Township's discretion, be hired at the trained rate.~~

**Section 5. Part-time to Full-time Compensation.** *If a part-time dispatcher moves to full-time status, after competing his initial probationary period, he shall be placed at the appropriate step in the full-time scale so that there is an increase and then progress through the steps according to his competed years of full-time service.*

**APPENDIX A**  
**WAGE SCHEDULE**

**For the Duration of the Agreement**

<b><u>Classification-FT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual Salary</u></b>
Entry	\$14.89	\$1,191.20	\$30,971.20
Completion of Probation	\$15.43	\$1,234.40	\$32,094.40
After 1 year of full-time service	\$17.39	\$1,391.20	\$36,171.20
After 2 years of full-time service	\$18.12	\$1,449.60	\$37,689.60
After 3 years of full-time service	\$19.24	\$1,539.20	\$40,019.20
After 4 years of full-time service	\$20.48	\$1,638.40	\$42,598.40

<b><u>Classification-PT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>		
Entry	\$13.89		
Completion of Probation	\$14.43		

**SIDE LETTER**  
**SIGNING BONUS**

***Bargaining unit members shall receive a one-time eight hundred fifty dollar (\$850.00) signing bonus as part of this Agreement. The bonus will be payable in two (2) equal installments of two hundred seventy five dollars (\$275.00) and the remaining sum in the final installment. Payment will be due upon execution and on each anniversary date of the execution of the Agreement thereafter.***

**Issue 2**      **Article 10, Insurance**

**Township's Proposal**

The Township proposes that employees move to a 90%/10% uncapped contribution schedule as it has agreed to with its other bargaining units. The Township proposes that the increased contribution rates begin and run concurrently with the duration of the parties' agreement.

**Union's Proposal**

The Union objects to the Township's request for uncapped insurance contributions. While it understands the Township's desire to achieve this result, it points out that other OPBA units do not current have this arrangement, and that such an arrangement could potentially nullify any financial award that the fact finder might seek to make to the unit. Therefore, it requests that the fact finder reject the Township's proposal and maintain the status quo with respect to insurance.

**Discussion and Recommendation**

For the reasons stated below, the Township's proposal is recommended with some modification. The union must realize that in recommending most of the Township's position, including the 90% / 10% cost sharing schedule, the trend in the public sector is toward increasing the cost sharing of insurance and increasing the accountability that employees must take for insurance. The language recommended below reflects that idea and keeps the insurance language for the township largely consistent with that which it has agreed to in its other bargaining Agreements. Through the committee structure that is part of this language, employees will be called to account for the cost increases that are driven by their own behaviors and be given the opportunity to adjust plan components to

hold down costs. Just how much the uncapped premium share represents, then, is largely a function then of how employees themselves manage their plan usage and cost.

Insurance is not simply a problem that Employers or employees alone must deal with; it is a problem that the parties together must address, adapt to, and fashion solutions that go beyond forcing one side or the other to maintain the status quo for a three (3) year period. Since we are already through the greater part of the year and since this bargaining unit had not previously had the committee structure and participation option in its contract, it is also recommended that the move over to the 90% / 10% sharing split occur effective January 1, 2009. Practically speaking this is essentially the same time that the modest lump sum payment, recommended previously, would be due, and this will also give employees a couple of months to begin planning for their share of the uncertainty that an uncapped contribution can bring.

### **Recommended Contract Language**

#### **ARTICLE 10 \_\_\_\_ INSURANCE**

**Section 10.1. Medical Insurance.** ~~The Township shall continue to provide hospitalization and medical insurance including optical and dental coverage, to the same extent, the same or better coverage which provides the same or better benefits, as are in effect at the time of the execution of this Agreement. Effective during the enrollment period for January 1, 2005, all members of the bargaining unit agree to select and participate in a Preferred Provider Organization (PPO) Network Program as currently provided by the Township on January 1, 2005. Effective January 1, 2005, all members of the bargaining unit shall contribute the following fixed amounts for single or family coverage, with said contributions made through payroll deduction over twenty six (26) pay periods throughout each contract year and life of this Agreement as indicated: *The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care and ancillary insurance.*~~

**Section 2. Contribution Rates.** For the year 2008, bargaining unit members will contribute to health insurance in the same manner as was in effect December 31, 2007. Effective January 1, 2009, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care and ancillary coverage under the applicable plan.

*Eligible employees may elect any available coverage (e.g. single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.*

**Section 3. Insurance Committee.** The Union agrees that the Employer may create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, if created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, the Administrator/designee, and the Township Clerk/designee.

*The insurance committee shall have the authority to make program coverage changes, benefit levels, and/or increases/decreases to employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.*

**Section 10.2 4. Life Insurance.** The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of fifteen thousand dollars (\$15,000.00) for all bargaining unit members.

**Section 10.3 5. Loss of Benefits Coverage Continuation.**

- A. Individual and family coverage terminates after the end of the month of the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work because of a leave of absence, individual and family coverage terminates on the last day of the month which was last worked. A former employee has the privilege of continuing Medical Insurance coverage for the number of months prescribed by the COBRA law.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family Medical Insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a layoff employee has not returned to work at the end of such period, individual and family medical

coverage terminates subject to the "continuation" and "conversion" as described in ~~10.4~~ A.

- C. If an employee ceases work because of a non-occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstance beyond the end of the month for which statutory compensation payments terminate.

**Section 6. Coverage Reinstatement.** ~~E.~~ If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

**Section ~~10.4~~ 7. Insurance Waiver.**

- A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in Section ~~10.1~~ for a (12) twelve month period will be awarded a bonus in an amount equal to fifty (50) percent of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1<sup>st</sup> of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.
- B. Newly-hired employees as of 11-1-98 must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of 50% will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.
- C. Existing and newly-hired employees must provide proof of insurance to the employer before choosing to waive the employer's current policy. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall

submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

**Issue 3**      **Article 24, Part-Time Work Force**

**Township's Proposal**

The Township proposes that it be given the ability to expand its use of part-time workers in the area of dispatching without the limitations currently placed upon it in this Agreement. Currently the contract states that a maximum of 3 PT employees may be utilized if there are 7 FT employees. The Township notes that finding and training dispatch personnel in a part-time capacity is difficult and that by limiting the pool to only 3 PT employees at a time, the language unreasonably inhibits the likelihood that the use of PT personnel will succeed. The Township notes that in order to increase the likelihood that the use of PT personnel will be effective and have a cost savings for the Township, the pool available for use must be greater if it hopes to be able to use PT personnel to fill in for scheduled vacations, call-offs, and otherwise provide relief to its full-time workforce. It states that given its current economic situation, it must be granted greater latitude to seek these cost savings and live up to its responsibility to the public, to provide effective service at a reasonable cost.

**Union's Proposal**

The Union objects to the Township's request for the increased use of part-time personnel. It states that unchecked, the Township's open ended proposal could lead to a full-time bargaining unit being consumed with part-time workers. It states that part-time workers are unreliable and that the Township has not taken advantage of its ability to utilize limited part-time workers in the past, so it does not have a valid basis for seeking the expansion of its ability to do so now.

**Discussion and Recommendation**

The Township's proposal is recommended with some modification to address the union's concerns about being overwhelmed with part-time personnel. The Township's point, that the previous limitations placed on the establishment and utilization of part-

time personnel inhibited its ability to successfully embark upon the use of part-time personnel, is a valid point that cannot be ignored. Expanded flexibility in the use of part-time personnel should produce savings and the interest of the public demands that the Township be granted greater flexibility in this regard so that it can make a concerted attempt to establish a viable part-time program. The interest of the public also requires that this recommendation must be tempered by the realization that a core full-time, dedicated force is something that the public deserves as well.

In light of the aforementioned factors, the following recommendation is made with respect to part-time personnel. It is recommended that the Employer's ability to utilize part-time personnel is expanded from 3 to 6 at the initial threshold level of 7 full-time employees. Thereafter, the 7 full-time to 6 part-time employees ratio will be increased on a 1 to 1 basis as set forth below. With this flexibility, the Township should be able to assemble a pool of part-time employees that will have an ascertainable impact that will benefit the residents of Boardman Township by holding down overtime costs and unit members by giving them relief and time off so that they are in a position to function at the highest levels when required to work.

**Recommended Contract Language**

**ARTICLE 24 \_\_\_\_**  
**PART-TIME WORK FORCE**

**Section 24.1. Part-Time Dispatchers.** The Township may hire and subsequently schedule part-time dispatchers to be utilized for the efficient and effective operations of the Police Department and Dispatch Center, as determined by the Chief of Police or his designee. *Part-time employees shall not work more than 1,500 hours in a calendar year, except as provided for in section 3.*

**Section 24.2. Conditions of Employment.** All provisions relating to the conditions of employment of part-time dispatchers, economic, non-economic or otherwise, are contained in this Article in their entirety. No other provisions regarding conditions of employment for part-time employees are applicable unless provided in this Article herein and/or mutually agreed to between the Union and the Township through a re-opening of the Agreement.

**Section 24.3. Full-time to Part-time Ratio.** ~~The maximum number of part time dispatchers to full time dispatcher shall be:~~ Full time \_\_\_\_\_ Part time \_\_\_\_\_

<del>7</del>	<del>3</del>
<del>9</del>	<del>4</del>
<del>10</del>	<del>5</del>

*The maximum ratio of full-time to part-time dispatchers shall be seven (7) full-time to six (6) part-time dispatchers. This ratio shall be increased on a one (1) to one (1) basis should the Employer employ more than seven (7) full-time dispatchers (e.g. if there are 8 full-time dispatchers on staff then 7 part-time dispatchers will be permitted) If the number of full-timers drops below 7, the Township will hire an additional full-time dispatcher within a reasonable time. No part-time employees shall lose their jobs during the search for a full-time dispatcher.*

**Section 24.4. Maximum Hours of Work.** ~~Any part-timer that works more than 1500 hours in a calendar year shall be made full time, scheduled at least forty (40) hours per week, and receive all full time benefits beginning February 1<sup>st</sup> of the following calendar year. The exception to this section is if the Township or Union mutually agrees to the part-time employee exceeding 1500 hours.~~ *Employees hired in a part-time capacity shall not be permitted to exceed 1,500 hours of work during any calendar year. By mutual agreement between the Employer and the union, a part-time employee may exceed the 1,500 hour threshold without becoming a full-time employee.*

**Section 24.5. Availability.** Part-time employees must be available to work as needed for the effective and efficient operation of the Police Department. This includes both regularly scheduled hours and callouts. Employees who fail to work at least forty (40) hours in any ninety (90) day period without prior approval of the Chief of Police or designee are subject to immediate termination. *Employees that fail to make themselves available for scheduling or call out in such a manner that inhibits the effective and efficient operation of the Police Department shall be subject to discipline.*

**Issue 4      Article 27, Duration**

**Township's Proposal**

The Township proposes that the duration of the Agreement be a prospective term of three (3) years, effective upon execution and expiring three (3) years later.

**Union's Proposal**

The Union objects to the Township's request to a prospective contract and instead proposes that the Agreement be effective on January 1, 2008 and expire on December 31, 2010. It stresses that this is more than reasonable because the last contract expired September 30, 2007, and its position essentially grants the Township 3 additional months

of relief from costs without asking for anything tangible in return. Instead, it merely seeks an annual expiration in December, consistent with the other OPBA agreements.

**Discussion and Recommendation**

The Union's position is well taken and recommended. The Union's position demonstrates its willingness to work with the Township in this area, foregoing a more common position that seeks to run contract terms concurrently. There is no cost to the Township in altering the expiration date, and to do so would promote internal consistency among the Township OPBA Agreements which all otherwise run on a calendar year.

**Recommended Contract Language**

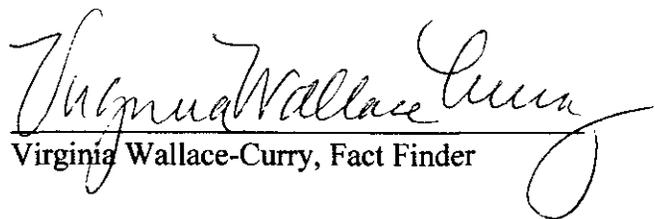
**ARTICLE 27 \_\_\_\_**  
**DURATION**

**Section 26.1.** This Agreement shall be effective as of ~~October 1, 2004~~ *January 1, 2008*, and shall continue in full force and effect until ~~September 30, 2007~~ *December 31, 2010*. The parties shall commence negotiations for a new contract no later than August 1, ~~2007~~ *2010*. ~~Signed and dated at Boardman Township, Ohio, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001~~

**Conclusion**

As to all other issues that have been tentatively agreed to by the parties, and are not specifically addressed in this report, they are hereby incorporated by reference and recommended for adoption.

Submitted by:

  
Virginia Wallace-Curry, Fact Finder

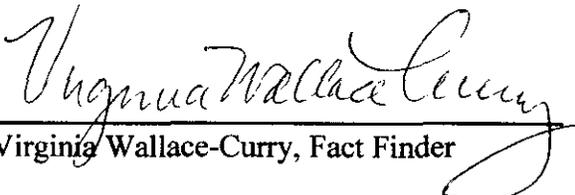
**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the Fact-Finding Report for the City of Girard and the Ohio Patrolmen's Benevolent Association was sent to the parties by overnight mail and to the State Employment Relations Board by regular U.S. mail on this day, October 31, 2008. The Fact-Finding Report was served upon:

Mr. Jeffrey Perry  
Ohio Patrolmen's Benevolent Association  
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North Royalton, OH 44113

Michael Esposito, Esq.  
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Akron, OH 44319-4949

Mr. Edward E. Turner  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
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Virginia Wallace-Curry, Fact Finder