

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2008 FEB 11 P 12: 05

February 8, 2008

In the Matter of the Fact-Finding Between

THE CITY OF STOW)	Case No.: 07-MED-08-0795
)	
and)	Patrolmen
)	
OHIO PATROLMEN'S BENEVOLENT)	
ASSOCIATION)	

APPEARANCES

For the City:

Robin Bell
John Earle
Patrick Graham

Regional Manager, Clemans Nelson
Assistant Finance Director
Human Resource Director

For the Union:

S. Randall Weltman , Esq.
Jeff Breznak
Heather Prusha
Barry Smith
Tim Reihels

Attorney
Detective, Contract Committee
Officer, Contract Committee
Officer, Contract Committee
Union Director, Contract Committee

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the fact-finding proceeding between the City of Stow, Ohio ("City") and the Ohio Patrolmen's Benevolent Association (the "Union"). The bargaining unit consists of all full-time Patrol Officers in the City of Stow Police Department. There are approximately thirty-three (33) employees in the bargaining unit.

The current collective bargaining agreement between the parties expired on December 31, 2007. As a result of the negotiations, the parties were able to reach tentative agreements on many issues. However, they were at impasse on the remaining issues.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. On November 20, 2007, a fact-finding hearing was held. The parties reserved the fact-finder's offer to mediate the issues until the end of the hearing. 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. Following the fact-finding hearing, the parties engaged in negotiations with the assistance of the fact-finder. Several issues were resolved by the parties. This fact-finding report presents recommendations on the unresolved issues. All tentative agreements reached prior to and during the fact-finding hearing are also recommended and incorporated by reference into this fact-finding report.

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

1. Rates of Pay
 - A. General Wage Increase
 - B. Field Training Officer Pay
2. Uniform Allowances
3. Overtime
 - A. On Call Status Pay
 - B. Court Time Cancellation
4. Holidays
5. Group Health Plan
 - A. Lifetime Benefit Limit
 - B. Lasik Surgery
 - C. Employee Health Plan Premium Contribution
 - D. Individual Health Plan Deductibles
 - E. Individual Health Plan Co-Insurance Amounts
 - F. Individual Dental Plan Deductibles

BACKGROUND

The City of Stow is primarily a residential community with a population of about 34,000. The City has a balanced commercial and industrial tax base. In recent years, the City has gained a number of new industries and industrial expansions. However, these revenue gains offset the losses from the Goodyear Mold Plant closing, several business downsizings, and the elimination

of taxable wages of City residents who work in neighboring Hudson. Nonetheless, the City's income tax collections have grown modestly in recent years. The 2007 projection for income tax shows collections are slightly above average.

The City's health care plan is a single option plan that applies equally to all employees, including elected officials. Each City labor contract has a provision that requires that all employees have the same applicable coverage and benefits under the City's plan.

UNRESOLVED ISSUES

1. **Article XV- Rates of Pay**

A. **Section 15.01 - General Increase**

Union's Proposal

The Union proposes wage increase of 3.5% on January 1st of each year of the three year contract. The Union argues that the City has not allowed the police personnel to grow with the City, which has resulted in understaffing and stress. Dealing with the reduced personnel, the bargaining unit has achieved high productivity and is under-compensated for its efforts. The unit's wage package is only average for its surrounding municipalities. The City has a high per capita income level and should be compared to like communities. The unit deserves to be ranked with the more affluent police units in the communities of Twinsburg, Fairlawn, and Hudson, and those of Solon, Westlake, Mayfield Heights, which enjoy the same kind of mixed residential, commercial and industrial bases.

The Union also recommends that an additional step be added to the pay scale that is 2% above the last step, making a five step pay scale.

City's Position

The City proposes annual increases of 2.5%, effective January 1st, for each year of the contract. Although the City has experienced some growth in its commercial and industrial sectors, it has also experienced some major losses, such as the closing of the Goodyear Mold Plant. The Union contends that the City has land for growth and expansion; however, this undeveloped property is intended for parks, dedicated open space and some residential units. The City is not comparable to Solon, Westlake and Mayfield Heights, because it does not have the same level of industrial and commercial businesses that add to its tax base. The City should be compared to Summit County municipalities such as Fairlawn, Norton, Macedonia

Wages increases for this bargaining unit will set the pattern for the all City employees. Pattern bargaining has been practice in the City to determine employee annual wage increases. The City has five bargaining units and two non-union groups of full-time employees. The OPBA is the third largest bargaining unit and the fourth largest employee group. In each three-year contract cycle, the first union to settle its contract establishes the pattern wage increase which will apply to all union and non-union employees. Over the years, the AFSCME service unit has generally been the first bargaining unit to settle its contract. In 2004, the OPBA Patrolmen's Unit was the lead unit and has again been designated as the lead union in 2007. The City cannot afford to pay all employees the wage demands of this Union and the proposed increases are not warranted. This bargaining unit ranks well among comparable units in the area.

The City opposes adding a fifth step to the pay scale. This unit has the same four step pay scale as the other City bargaining units. It is a fair and equitable system negotiated by the parties.

Analysis and Recommendation

It is recommended that wages be increased by **3% on January 1, 2008, January 1, 2009, and January 1, 2010.** The Union's portrayal of the City as one of the elite cities in the Cleveland-Akron area is just not supported by the numbers. The City of Stow does not have the comparable industrial and commercial base or the wealth of Solon, for example. Solon has a general fund balance of \$17 million, compared to Stow's \$6 million. Although the City's per capita income is comparable to Twinsburg, its per capita income tax collected is only about a third.¹ The City of Stow's undeveloped property does not represent a potential tax base. That land is intended for parks, dedicated open space and some residential units. Given the bleak economic outlook for northeast Ohio and the entire country, a larger wage package cannot be recommended at this time.

The Union argues that the bargaining unit has been understaffed. However, new officers have been hired recently, thus mitigating the problem. There does not appear to be a problem with burn out and officers leaving because of staffing issues.

A 3% wage increase for each year of the contract will keep this bargaining unit's position stable vis-à-vis the surrounding jurisdictions. The total wage package for this bargaining unit is average for the Summit County jurisdictions cited by the Union. Three of those eight jurisdictions show a 3% general wage increase for 2008. Only one other jurisdiction, Macedonia, which has the second lowest compensation package, shows a 3.5% increase.

Lastly, the Union's proposal to add a fifth step to the pay scale is not recommended. A

¹ The City did not offer any explanation as to why the City shows a lower income tax per capita compared to other jurisdictions with the same or lower income per capita. The City must address this issue in the future and see if that can be rectified.

four step pay scale is standard for all the City's bargaining units. The Union showed no compelling evidence why this negotiated system should be changed.

B. Article XV – Section 15.04 – Field Training Officer Pay

Union's Position

The Union seeks to enhance Field Training Officer (FTO) pay from \$1.00 per hour to \$2.00 per hour. The amount request is modest in light of the vital function that the FTO performs for the City.

City's Position

The City proposed to raise the FTO pay from its current level to \$1.50 per hour, effective January 1, 2008. This was established as a new form of compensation by the OPBA in 2002. Doubling the FTO pay after just 5½ years is excessive and unjustified.

Analysis and Recommendation

It is recommended that the Field Training Officer Pay be raised to \$2.00 per hour. Although the increase is 100%, it is still a modest increase of \$1.00 per hour and will not be a financial burden to the City. The increase in FTO pay will acknowledge this importance of the function and the professionalism that the FTO must maintain in performing his duties.

Recommended Contract Language

15.04 Field Training Officer Pay: Effective, January 1, 2008, upon the authorization of the Police Chief, officers who are assigned to perform Field Training Officer duties for a new employee shall be compensated an additional amount of **two dollars (\$2.00)** per hour, for all hours spent performing training duties, as evidenced by written log or other approved documentation.

2. Article XIV - Uniform Allowance – Sections 14.01-14.03

Union's Position

The Union seeks to increase the current uniform allowance by \$50 for each year of the successor agreement. Such increases are necessary to keep pace with the rising costs of uniforms and to offset any other necessary expenditures.

The Union also seeks to modify the uniform allowance provided to new employees. New employees need the negotiated uniform allowance plus an additional \$500.00 in order to properly commence their employment.

Detectives need an additional uniform allowance in an amount far greater than the \$150.00 they currently receive. Therefore, the Union proposes raising that level to \$400.00 annually to begin to pay for the clothes that Detective wear to work each day.

City's Position

The City proposes to increase the current annual uniform allowance of \$1,134 by \$20 per year for the three years of this agreement. The amount proposed by the union exceeds the amount which is adequate to enable the bargaining unit members to pay for their uniform costs each year. The current allowance provided to the City's patrolmen compares favorably with the average allowance given in cities which are comparable to Stow.

The City agrees that the uniform allowance for new employees should be increased. The City proposes that new employees receive the annual allowance for patrolmen plus \$250 for first year equipment and job-related tools. By the end of the new agreement, this proposal would result in an allowance of \$1,444 (\$1,194 + \$250), which is an increase of more than 60% above the present allowance. This is more than a fair increase for a single contract.

As for Detectives, the City proposes no change in the annual uniform allowance. Prior to 2002, the Detectives had no supplemental uniform allowance. Their allowance was identical to that of patrolmen. In the 20002 Agreement, a one-time supplement of \$300 was approved. In the 2005 contract with was increased to an annual supplement of \$150 (\$450 rather than \$300). The two prior adjustments are sufficient. No further separate uniform adjustments are necessary for the Detectives. They should be entitled to receive only the increases that patrolmen receive in the new contract. Separate higher uniform allowances for detectives are not commonplace in area police contracts. The Union's proposed 167% increase in the annual supplemental uniform allowance is excessive and unjustified.

Analysis and Recommendation

It is recommended that the uniform allowance for patrolmen be increased by \$35 per year for each year of the contract. Although increases to uniform allowances are one way of boosting the compensation package for the bargaining unit without impacting every other City employees, the amount must have some relation to the cost of replacing worn or damaged uniforms and equipment. The Union's proposal to add \$50 per year to the uniform allowance is excessive and goes beyond what is necessary to keep up with inflation.

The uniform allowance for new hires must indeed be increased, because the City does not provide basic uniform pieces and equipment when an employee is hired. Because the uniform allowance that current patrolmen receive is intended to replace those items that have been damaged or worn, new hires must receive a supplement in addition to the regular uniform allowance to purchase all the basic items necessary to equip them for the job. The City's proposal of \$250 is probably not sufficient to purchase the items necessary to properly equip a

patrolman. Therefore, a \$500 supplement is recommended.

As for Detectives, the Union's proposed increase to the supplement that Detectives receive, from \$150 to \$400 annually, is excessive. It is recommended that Detectives be given a supplement of \$250 annually for the purchase of clothes necessary for their position.

Recommended Contract Language

14.01. January 1, **2008**, a new full-time member of the Police Department of the City of Stow shall be compensated a uniform **allowance equivalent to the uniform allowance received by a full time officer and five hundred dollars (\$500.00)** for first year equipment and job-related tools for the first year of employment in addition to his salary. Each regular full-time patrolman of said Department shall receive an annual uniform allowance of one thousand and one hundred sixty nine dollars (\$1,169) after the first year of employment, but shall not receive an equipment allowance and tool allowance.

The Uniform allowance shall be issued to full-time officers as payroll checks on the second payday in January of each year, except newly hired full-time officers shall receive initial uniform pay which shall be paid as payroll checks at the earliest possible date after being hired as stated in the above paragraph. For the second uniform allowance payment and thereafter, such newly hired officer shall receive an annual uniform allowance as described below in addition to his other salary compensation.

Any full-time regular member of the Police Department who is promoted to sergeant or lieutenant shall receive a one-time supplement uniform allowance of one hundred (\$100) for each such promotion, which shall be in addition to the regular allowance granted herein. Effective January 1, **2008**, any full-time regular member who is assigned to the Detective Bureau shall receive an annual supplemental uniform allowance of **two hundred and fifty dollars (\$250)** to be paid in the same manner as the regular uniform allowance.

14.02 Effective January 1, **2008**, each regular full-time patrolman of said Department shall receive an annual uniform allowance of **one thousand and sixty nine dollars (\$1,169)** after the first year of employment, but shall not receive an equipment allowance and tool allowance.

14.03 Effective January 1, **2009**, each regular full-time patrolman of said Department shall receive an annual uniform allowance of **one thousand and two hundred and four dollars (\$1,204)** after the first year of employment, but shall

not receive an equipment allowance and tool allowance.

14.04 Effective January 1, 2010, each regular full-time patrolman of said Department shall receive an annual uniform allowance of **one thousand and two hundred and thirty nine dollars (\$1,239)** after the first year of employment, but shall not receive an equipment allowance and tool allowance.

3. **Article XIII – Overtime**

A. **Section 13.05 (New) – On Call Status**

Union’s Position

The Union proposes new language to Article XIII requiring the City to award one hour of compensatory time for each day a bargaining unit member is required to be on call. An employee who is on call must restrict his or her social activities. The employee cannot drink while on call and must be available to come to work if needed. If the City has made the decision to have employees on call instead of hiring more personnel, the inconvenience of being in on call status should be compensated.

City’s Position

Generally two detectives and two evidence technicians are placed on call at all times. These employees are free to use their time as they please. There is no requirement that they remain on premises. They are merely required to disclose where they can be reached. Under the Fair Labor Standards Act, time spent on-call is not considered working time and requires no form of compensation or premium pay. Being available to be “beeped” or called is not considered an undue restriction or burden the employee’s off-duty activity or time.

On call compensation is rare in police labor agreements. It is unnecessary to provide additional compensation for what is a normal component of the jobs that require a patrolman to

be on call. Employees accepting the job assignments mandating off-duty availability are well-aware of this requirement in advance.

Analysis and Recommendation

This proposal of the Union's cannot be recommended. The Union was unable to provide evidence that this is a benefit or compensation typically awarded to patrolmen who are asked to be on call. Being on call is a component of the job of detective and evidence technician. Those accepting these positions that require on call status are aware of the requirement when they apply. No compensation is recommended.

B. Section 13.02 - Court Time

Union's Position

The Union proposes that, when court appearances are cancelled with less than 24 hours notice, the City compensate employees with three hours of overtime pay. A police officer who is subpoenaed to appear in court makes and executes plans to be there. When the court appearance is cancelled at the last minute, this is an inconvenience for the officer and an opportunity to earn court time lost. This benefit is in the control of the Police Department.

City's Position

The City proposes keeping the existing language or the following when a police officer is required to make an appearance in court on behalf of the City while on overtime: a) If the scheduled court appearance by a police officer is cancelled with less than eight hours notice, the officer shall be entitled to one hour of overtime pay and b) All court appearances by a police officer that are less than one hour in duration shall entitle the officer to only three hours of

guaranteed pay rather than the normal minimum of three hours of overtime pay.

The current procedure whereby police officers receive three hours of overtime pay for court appearances, which are frequently very short, more than compensates for the few occasions when the appearance is cancelled without a lengthy advance notice. Over the course of each year, the net cumulative effect of the short appearances and cancellations balances out in favor of the police officers.

Analysis and Recommendation

It is recommended that the parties keep the current language. The Union failed to substantiate why the police officers deserve a windfall of 3 hours of overtime pay for not having to appear in court. At most, the officer might have missed appearing at or participating in an activity because of the scheduled court appearance. It is unlikely that the police officer had to forego some compensable activity to appear in court. Court time, like overtime, is not guaranteed. If the officer is required to appear in court, he or she is compensated accordingly. If not, the officer is not paid. The Union is requesting pay for time not worked.

4. Article XVI – Holidays

Union's Position

The Union proposes increasing the number of paid holidays from 13 to 14 by adding Martin Luther King, Jr. Day as an addition paid holiday. Martin Luther King, Jr. Day is a holiday provided in virtually every jurisdiction, including Stow's Service Department employees.

City's Position

The City opposes the addition of Martin Luther King, Jr. Day as a paid holiday. The

Employer proposes instead to delete Good Friday, if Martin Luther King, Jr. Day is added as a paid holiday for police officers. This is what the Service Employees did. Substituting Good Friday for MLK Day would keep the number of paid holidays at 13. All the City's employees have the same number of paid holidays.

Analysis and Recommendation

It is recommended that the number of paid holidays remain the same as in the current contract. Police units in the surrounding areas have between 13 and 14 paid holidays and personal days combined. At 13 paid holidays, the bargaining unit is about average for the area. The internal comparables compel the contract language remain the same. The other bargaining units in the City have 13 paid holidays. Where the Service Department has Martin Luther King, Jr. Day as a holiday, the Police Department has Good Friday. There is no compelling reason to disturb the internal parity.

5. Article XIX – Hospitalization, Dental and Life Insurance

Union's Position

The Union contends that the City's health care coverage was inadequate and did not include benefits that are routinely provided in other jurisdictions. The City has resisted such coverage while pushing for employee premium contributions and higher employee deductibles and out of pocket costs.

During the current negotiations the City has finally offered to upgrade its coverage and the Union has accepted. Unfortunately, the City has conditioned its proposal for added coverage on the Union's acceptance of additional employee contributions, higher deductibles and higher

out of pocket maximums.

There is no basis to justify the City's proposed employee concessions on health care. The City has not demonstrated that its costs have risen dramatically. To the extent that the city has suffered from increased costs relating to health care, the City is in a far greater position to absorb them than its employees. As such the Union proposes the following:

A. **Lifetime Maximum** - The Union proposes raising the lifetime maximum from \$1.5 million to \$2.5 million, which is the standard coverage. The City claims that the coverage is \$2 million in reality, but it is not reflected in the contract language.

B. **Lasik Surgery** – The Union proposes that the City cover Lasik eye surgery for the employee only. The job of patrol officer is very physical and glasses or contacts can be a problem in the performance of physical activities.

C. **Employee Health Plan Premium Contributions** – The Union proposes that the employee contribution to health care premiums remain the same at \$15/month for single coverage and \$30/month for family coverage. The proposals made by the City are exorbitant and do not reflect the standard contribution made by employees of other cities in the state. Premium contributions do nothing to bring down the costs of health care because they do not curtail use of the benefit. The City has not proven that it cannot pay for the increases in health care costs.

D. **Individual Health Plan Deductibles** – The Union proposes that the deductibles for 2008 remain at \$300/single and \$600/family; for 2009 be increased to \$325/single and \$650/family; and for 2010 be increased to \$350/single and \$700/family.

E. **Individual Health Plan Co-Insurance Amounts** – The Union proposes that the individual and family calendar year co-insurance (80%-20%) remain the same at \$250/single and

\$500/family for the life of the agreement. It proposes that the “steering” provisions remain the same, whereby in-network reimbursement will remain at eighty percent (80%) and out-of-network will be paid at sixty percent (60%).

F. **Individual Dental Plan Deductibles** – The Union proposes that deductibles for the dental plan be increased to \$30 per person and \$85 per family in 2008 and remain the same for the life of the contract.

City’s Position

The City has an excellent health plan with comprehensive coverage and benefits. The plan is particularly strong when coverage is needed for major illnesses or injuries. The plan is a single option plan. There are no variations or alternative coverages or benefits to elect or select. The plan applies equally to all employees, including elected officials. Each City labor contract has a provision that requires that all employees have the same applicable coverage and benefits under the City’s plan.

A. **Lifetime Maximum** - The City proposes to leave the lifetime maximum at \$1.5 million. While the contractual limit is \$1.5 million, the employer has increased the actual limit of the City’s coverage is \$2 million. No employee or dependent is anywhere near either the \$1.5 or \$2.0 million limit; thus, paying insurance premium on a higher Plan limit of \$2.5 million is unnecessary and a waste of City resources.

B. **Lasik Surgery** – The City opposes coverage for Lasik eye surgery. This is a procedure that is commonly and routinely excluded from coverage under most group health plans, because it is characterized as elective and not medically necessary.

C. **Employee Health Plan Premium Contributions** – The City proposes to change

the monthly premium contribution amount for employees from the current amount of \$30/family and \$15 single to 7.5% of the City COBRA rate for family coverage and one-half of the family rate for single coverage, effective in 2008.

The cost of providing health care insurance to employees has increased every year and has become a major financial burden for the City. It has increased 69.6% since 2000. The Mayor and Council of the City have a stated goal of maintaining high quality health care for Stow employees and their family. In order to maintain current benefits, covered employees under the Plan must share fairly in the cost of the Plan, both in premium contribution and in the areas that require employee cost participation as the benefits of the Plan are used (i.e., deductibles and co-insurance).

D. Individual Health Plan Deductibles – The City proposes to increase deductibles from \$300/single and \$600/family to \$325/single and \$650/family for 2008; \$350/single and \$700/family for 2009; and \$375/single and \$750/family for 2010. The Union’s proposal does not adequately address the need to raise the individual and family deductibles to a level commensurate with the benefit value of the Health Plan and the continual increasing cost faced by the City in providing high quality health care coverage to employees and their families.

E. Individual Health Plan Co-Insurance Amounts – The City proposes to increase the Group Health Plan individual annual co-insurance amounts from \$250/single and \$500/family to \$275/single and \$550/family for 2008; \$330/single and \$600/family for 2009 and \$325/single and \$700 family for 2010.

The Union’s proposal to keep the co-insurance amounts the same is not reasonable. Co-insurance is an important component of employees’ participation in the cost of health insurance

when the Plan is used. The City does not have office co-pays. Increasing the co-insurance amounts to a level commensurate with the benefit value of the Plan helps offset the increasing cost faced by the Employer in providing high quality health care to employees and their families.

F. **Individual Dental Plan Deductibles** – The City proposes that deductibles for the dental plan be increased to \$50 per person and \$150 per family in 2008 and remain the same for the life of the contract.

Dental deductibles have not been increased in 20 years. They remain too low. The City's dental coverage costs have increased to a greater degree than the minor increase in the deductible proposed by the Union. Greater cost participation by employees and their families when dental benefits are used is warranted. The City has agreed to increase the yearly dental benefit by 20% (from \$1,000 per person per year to \$1,200 per person per year) and to cover teeth sealants for the first time. The significant enhancement to the benefits justifies a corresponding recognition that the deductible should be increased.

Analysis and Recommendation

A. **Lifetime Maximum** - The City claims that the Health Plan coverage is \$2 million in reality, not \$1.5 million. However, the \$2 million coverage is not reflected in the contract language. It is recommended that the contract be changed to reflect the \$2 million lifetime maximum that the City claims it has.

B. **Lasik Surgery** – Lasik eye surgery is most often elective surgery, as the City maintains. However, the City's claim that it is not routinely covered by insurance is not accurate. Some vision insurance plans offer at least a subsidy for Lasik or similar eye surgery, the cost of which has dropped significantly over the past decade, because the cost of contacts and eyeglasses

will be reduced by corrective eye surgery. However, because the City does not have any vision insurance, Lasik surgery cannot be recommended at this time.

C. Employee Health Plan Premium Contributions – As health care costs rise, public employees must begin to assume a greater proportion of those costs. The contribution proposed by the City is far too high and is not warranted by the more modest rise in costs over the past few years. However, it is recommended that the cost of health care be based on the COBRA rate. Based on that, the following is recommended for individual and family plans:

<u>Year</u>	<u>Percent of COBRA</u>	<u>Minimum</u>	<u>Cap</u>
2008	2.5%	\$15/\$30	\$20/40
2009	3.0%	\$18/\$36	\$25/50
2010	3.5%	\$21/\$42	\$30/60

D. Individual Health Plan Deductibles – The Union’s proposal for the deductibles is recommended. The plan is very similar to that of the City, but, for the ease of administration will remain the same for 2008 and will begin increases with 2009. The deductibles for 2008 would remain at \$300/ single and \$600/family; for 2009 would be increased to \$325/single and \$650/family; and for 2010 would be increased to \$350/single and \$700/family.

E. Individual Health Plan Co-Insurance Amounts – It is recommended that the Group Health Plan individual annual co-insurance amounts be increased from \$250/single and \$500/family to \$275/single and \$550/family in 2008 and remain in effect for the life of the contract.

F. Individual Dental Plan Deductibles – It is recommended that deductibles for the dental plan be increased to \$50 per person and \$150 per family in 2008 and remain the same for the life of the contract. This increase in deductibles should be more than offset by the increase in

benefits that the City has made to the plan.

This fact-finding report is submitted by:


Virginia Wallace-Curry, Fact-finder

Cuyahoga County
February 8, 2008

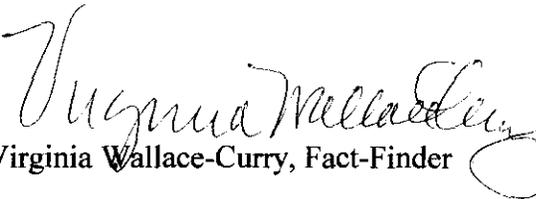
CERTIFICATE OF SERVICE

This is to certify that a true copy of the Fact-Finding Award for the City of Stow, Ohio 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, February 8, 2008. The Fact-Finding Award was served upon:

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