

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding between)
)
OHIO PATROLMAN'S)
BENEVOLENT ASSOCIATION,)
)
Union) SERB Case No: 09-MED-10-1213
)
and)
)
CITY OF GIRARD,)
)
Employer)

FACT FINDING AND RECOMMENDATIONS

Jennie K. Bullard, Esquire, Fact-Finder

Report Date: September 21, 2010

APPEARANCES

For the Ohio Patrolmen's Benevolent Association (OPBA):

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For the Employer:

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Clemans Nelson & Associates, Inc.
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1. SUBMISSION

This matter concerns a Fact-Finding proceeding between the City of Girard, Ohio (herein referred to as “Employer” or “City”) and the Ohio Patrolmen’s Benevolent Association (herein referred to as “Union” or “OPBA”). The State Employment Relations Board (herein referred to as “SERB”), in accordance with the Ohio Revised Code Section 4117.4, duly appointed the Undersigned as Fact-Finder in this matter by e-mail correspondence dated March 29, 2010. Pursuant to a mutual agreement between the parties a date was scheduled for mediation of the unresolved issues. A day of mediation was conducted on June 17, 2010 wherein tentative agreements were reached on several issues. (The signed tentative agreements are appended to this Fact-Finding Report in Appendix A.) A subsequent date for a formal Fact-Finding hearing was scheduled for August 26, 2010. The Fact-Finding proceedings were conducted pursuant to Ohio Collective Bargaining law as well as the rules and regulations of SERB.

2. THE HEARING

The parties met with the Fact Finder on August 26, 2010 in the Girard City Hall and participated in an all day Fact-Finding hearing. The Fact-Finder heard testimony, argument and admitted evidence submitted by the parties on all unresolved issues. All witnesses testified under oath.

The Advocates present at the Fact-Finding hearing were:

Kevin Powers, Esquire, for the Ohio Patrolmen’s Benevolent Association (Union)
Michael D. Esposito, Esquire, for the City of Girard (Employer)

In addition to the Advocates for the parties, the following individuals were present at the Fact Finding hearing:

For the City:

Nita Hendryx, Chief Project Manager, Auditor for the State of Ohio
Jerry Lambert, Director of Public Services

For the Union:

Ronald Schnarrs, Patrolman
Scott Siegel, Patrolman
Scott Strain, Patrolman

The disputed issues identified and addressed at the Fact- Finding hearing were as follows:

1. Compensation, Sections 1, 2, 3 (new)
2. Compensation, Section 6, Education Bonus
3. Shift Differential
4. Medical Insurance
5. Holidays
6. Personal Leave
7. Duration of Agreement

The parties agreed that the Fact- Finding Report would be issued on September 21, 2010 and be delivered to the parties via electronic e-mail and Express U.S. mail.

The Fact- Finder has given full consideration to all relevant information received from the parties and to all criteria specified in O.R.C. Sec. 4117.14(C)(4)(e) and Rule 4117-9-05(J) and (K) of the State Employment Relations Board, namely:

- (1) Past collective 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 authority;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The bargaining unit in this matter consists of eleven (11) Police Officers. The parties are signatories to a collective bargaining agreement (herein, "CBA") which is in full force and effect between the City of Girard, Ohio and the Ohio Patrolmen's Benevolent Association. The CBA between the parties became effective on January 1, 2007 and remained in effect through December 31, 2009. The CBA has continued in effect pending the resolution of several remaining disputed issues.

3. BACKGROUND

The City of Girard has a population of 10, 902 and is situated in the southern portion of Trumbull County, Ohio. As with many municipalities in the state of Ohio, the City of Girard has been experiencing severe financial challenges. In late 2001, the State of Ohio Auditor's Office declared a

fiscal state of emergency for the City as a result of its inability to meet its payroll and debt obligations while simultaneously running deficits in multiple fund balances. When the Fiscal Emergency Commission determined the extent of the problem in late 2001, it was revealed that the City of Girard had more than 2.2 million dollars in deficit funds. As a result of this fiscal crisis the City was mandated to reduce expenditures and develop a plan for financial recovery. Along with developing a plan for increasing revenues, the City made the difficult decision to reduce personnel numbers through attrition and layoffs.

The City of Girard developed a plan to correct its financial problems with the goal of putting the City back on the path to fiscal strength and remove it from under the guidance of the State Auditor's offices by 2009. That goal was not achieved. To add more distress to an already bleak situation, the City's largest employer, Indalex Aluminum Solutions, closed its Girard plant in 2007 - 2008. With the closing of the Indalex plant, about 300 people lost their jobs and the city lost approximately \$281,000 of the city's 2007 \$3.5 million in income tax collections.

The City continues to try to gain control over personnel and benefits costs so it can come out from under state supervision. Both parties to the dispute in this Fact-Finding are painfully aware of the City's current fiscal situation and are hopeful that the City can achieve its goal of coming out from under fiscal emergency supervision in the next few years. In the past, both AFSCME and the OPBA agreed to wage freezes as their contribution to assist in this fiscal crisis.

During the prior bargaining cycle (2004 – 2006), the OPBA along with other City unions agreed to waive salary increases while simultaneously accepting increases in health care insurance contributions. In the three years after that self-imposed wage freeze (2007-2009), the OPBA was granted a general wage increase of six (6) percent over the three year contract period.

Ms. Nita Hendryx, Chief Project Manager from the State Auditor's office, testified as to the fiscal progress made by the City thus far. Her report was not immediately promising but she was able to provide a forecast of what the fiscal picture would be like if certain increases in expenditures were implemented regarding wage demands from OPBA. Ms. Hendryx provided a forecast based on the anticipation of the receipt of certain funds from a new employer, V and M Star Steel, to be located on the border of the cities of Youngstown and Girard. She emphasized that this is a forecast only and not a certainty. Although Ms. Hendryx presented testimony for the City of Girard, she emphasized that she does not work for the City of Girard. Her role is to represent the State Auditor's office and to assist the City in overcoming its fiscal problems.

4. UNRESOLVED ISSUES

ISSUE 1 – ARTICLE 25 – COMPENSATION – Section 1 – Rates of Pay

The Employer’s Position: The Employer proposes that there be no increase in compensation for bargaining unit members during the three-year contract period and instead offers the Union an opportunity to re-file for a wage re-opener in April of 2012. The Employer presented a very strong opposition to any wage increase at this time based on very credible data presented that shows that the City’s current fiscal condition cannot support increases in wages and other financial benefits until such time as the City gains fiscal stability. The Employer points to the loss of a major source of income tax revenue as well as the general regional and national economic downturn which has basically depleted the City’s General Fund resources. The City argues that directing any more money into wages will produce ongoing expenditures which will defeat the City’s ability to recover from its current dire fiscal condition. The Employer argues that it cannot provide wage increases that impact the General Funds until such time as the City’s financial situation improves.

The Employer does acknowledge that there may be an opportunity for economic growth with the impending arrival of V and M Star Steel, a small pipe fabrication plant located on the Girard/Youngstown border. It is anticipated that the City will receive substantial revenue from that new enterprise but that money has not been received and the amount of the revenue to be received is yet unknown. Ms. Hendryx emphasized that the City has worked hard at trying to come out of this fiscal emergency and forecasts of increased revenues are just that – forecasts.

Further, the Employer asserts that the Girard patrolmen are well compensated and paid competitively when compared with their fellow officers from nearby same-sized communities.

The Employer provided a comparison of high and low hourly wages and argues that Girard officers are well compensated as compared with nearby fellow officers as follows:

| | <u>Minimum Hourly Wage</u> | <u>Maximum hourly Wage</u> |
|------------------------------|----------------------------|----------------------------|
| Girard (pop. 10,902) | 16.06 | 21.41 |
| Struthers (pop. 12,036) | 16.74 | 19.80 |
| Campbell (pop. 9,460) | 13.46 | 16.13 |
| East Liverpool (pop. 13,089) | 13.21 | 20.77 |
| Salem (pop. 12,197) | 13.24 | 19.29 |

The Employer also provided data which compared Girard’s minimum and maximum total compensation packages with these same communities. Data revealed that Girard compared favorably overall and was competitive in almost all cases.

The Union’s Position: The Union requests that they be awarded 2% wage increases for each of the years in a three year contract and that Article 25 – Compensation be amended to read:

Section 1. Rates of Pay. During the course of the parties’ agreement bargaining unit members shall receive wage increases in the following amounts:

| | |
|---------------------------|----------------------------|
| Effective January 1, 2010 | 2.0% regular wage increase |
| Effective January 1, 2011 | 2.0% regular wage increase |
| Effective January 1, 2012 | 2.0% regular wage increase |

Section 2-6 Keep current contract language.

The Union also proposed that Appendix A be amended to read:

APPENDIX A
WAGE SCHEDULE

For Bargaining Unit Members Hired Prior to June 1, 2007
Effective January 1, 2010 (2.9% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$16.7043 |
| After 1 year of full-time service | \$17.8365 |
| After 2 years of full-time service | \$20.0452 |
| After 3 years of full-time service | \$22.2724 |

For Bargaining Unit Members Hired Prior to June 1, 2007
Effective January 1, 2011 (2.0% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$17.0383 |
| After 1 year of full-time service | \$18.1932 |
| After 2 years of full-time service | \$20.4661 |
| After 3 years of full-time service | \$22.7178 |

For Bargaining Unit Members Hired Prior to June 1, 2007
Effective January 1, 2012 (2.0% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$17.3790 |
| After 1 year of full-time service | \$18.5570 |
| After 2 years of full-time service | \$20.8754 |
| After 3 years of full-time service | \$23.1721 |

For Bargaining Unit Members Hired After June 1, 2007
Effective January 1, 2010 (2.0% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$16.7043 |
| After 1 year of full-time service | \$17.8179 |
| After 2 years of full-time service | \$18.5603 |
| After 3 years of full-time service | \$20.0452 |
| After 4 years of full-time service | \$21.1587 |
| After 5 years of full-time service | \$22.2724 |

For Bargaining Unit Members Hired After June 1, 2007
Effective January, 2011 (2.0% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$17.0383 |
| After 1 year of full-time service | \$18.1743 |
| After 2 years of full-time service | \$18.9315 |
| After 3 years of full-time service | \$20.4461 |
| After 4 years of full-time service | \$20.5819 |
| After 5 years of full-time service | \$22.7178 |

For Bargaining Unit Members Hired After June 1, 2007
Effective January, 2012 (2.0% General Increase)

| <u>Classification – Police Officer</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Entry Rate | \$17.3791 |
| After 1 year of full-time service | \$17.8179 |
| After 2 years of full-time service | \$19.3101 |
| After 3 years of full-time service | \$20.4461 |
| After 4 years of full-time service | \$22.0315 |
| After 5 years of full-time service | \$23.1722 |

The Union's position is that it seeks parity with the City's AFSCME unit. As a result of a recent fact-finding report dated 2/2/10 authored by Fact-Finder, Charles Z. Adamson, the AFSCME unit received 2% increases effective 1/1/10, 1/1/11, 1/1/12. The Union argues that it was apparent that the City did not view the AFSCME increases as unaffordable because if it had, it could have rejected the Fact-Finder's recommendation and could have imposed its last best offer. The Union further argues that the AFSCME unit is a much larger unit and will cost the City much more than the wage increases the police unit is requesting, therefore since the City could extend raises to AFSCME, there is no reason or excuse why the City could not also provide the same 2 % increases to the police bargaining unit.

Additionally, the Union asserts that the City has not explored new tax revenues as diligently as it could have, specifically, the Union proposed that a wage tax increase be levied on those people who live in the city but work outside of the city.

FINDINGS AND RECOMMENDATIONS

The Union's position is based on the argument that AFSCME recently received 2% raises over a period of three years and therefore the OPBA should receive 2% yearly increases also. While this equity argument certainly has merit during better financial times, continued ongoing expenditures cannot be incurred at this important turning point in the City's financial future. Also, it appears that many of the AFSCME members receiving these wage increases do not derive their salaries from the City's General Fund while the patrolmen do and it is the General Fund that is experiencing the financial crisis.

The fiscal data provided by Nita Hendryx was compelling and did reveal that the City is not just sitting on its hands and is trying to remedy its desperate current economic condition. In light of the current financial condition of the City and its ongoing efforts to work its way out of the supervision of the State Auditor's office, it would not be prudent to grant raises during this contract period. However, the Employer has offered the Union a wage re-opener in April of the 2012 contract year. Although the Union stated that it does not view the offer of a re-opener with much confidence, the positive side of the Employer's offer is that the Employer will know what revenues will be forthcoming from the V and M Star Steel venture by that time. At that point, there should also be a much better climate in which to demand wage increases and with a new revenue generating source, the Employer would be hard pressed to deny the Union a competitive wage increase at that time. In the meantime, the City must hold the line on expenditures and show fiscal responsibility to its citizenry.

Recommendation of the Fact-Finder: For reasons stated by the Employer above, it is recommended that the Employer's position as to Compensation- Section 1 – Rates of Pay be accepted as follows:

Section 1. Rates of Pay. During the course of the parties' agreement bargaining unit members shall remain unchanged. *Effective April 1, 2012, the union may file to re-open negotiations. The re-opener will be limited to wages and other matters with cost implications to the Employer.*

ISSUE 1. COMPENSATION - Section 2. Wage Schedule Administration.

The Employer's Position: The Employer proposes changing the language of Article 25 – Compensation- Section 2, as follows: *Employees hired after January 1, 2010, shall advance through the wage scheduling in accordance with the number of years of continuous full-time service as a police officer with the City of Girard and the time based step contained in Appendix A. Movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement*

until such time as a new agreement is in effect. At the discretion of the Employer newly hired employees may be given credit for prior police service and hired in at a rate other than entry level rate.

In conjunction with the changes in the language of Section 2, the Employer also provides a proposed new wage schedule for new hires which basically replaces the current wage progression for all new hires after January, 2010. Under the current contract patrolmen reach the top of their wage scale within five years. Under the Employer's restructured wage scales it would take twenty (20) years to reach the top of the wage scale. In addition the Employer proposes an entry level hourly wage of 13.4615 instead of the current entry level hourly wage of 15.7409. With this change the yearly entry salary for new hires would drop from \$32, 745.94 to \$28,000.00.

The Employer argues that continuing with the current entry rate of pay and current wage scale progression will continue the problems of depleting the General Fund and argues that by starting new hires at a lower rate and implementing a progression that takes twenty (20) years to reach the top of the scale will have the effect of spreading the impact of expenditures over a longer period of time. This will assist the City in its goal toward fiscal solvency. The Employer also argues that according to Ohio Labor Market information data, Trumbull County is a labor surplus area and therefore there is no scarcity of ready labor in the area so even if the starting salary is lowered, there will still be plenty of applicants interested in working for the Girard police force.

The Union's Position: The Union opposes any change in the entry level rate of pay and staunchly opposes the implementation of a longer wage scale progression to reach the top salary level. The Union avers that this will discourage new applicants to the police force because other nearby communities will have significantly higher starting salaries and by suggesting this change the Employer is creating a divisive situation wherein there will be two classes of police working at one time side by side for the employer.

Recommendation of the Fact-Finder: For reasons stated by the Union, the Union's position is recommended. Although Employer's proposed change would only affect new hires, proposing a change to the starting pay rates and wage progression is a matter that is better discussed at the bargaining table and should be visited again at the suggested contract re-opener in the first quarter of 2012 referenced in the Employer's position on Compensation- Section 1. - Rates of Pay above. The current language of Compensation – Section 2 – Wage Schedule Administration shall remain unchanged.

ISSUE 1 - ARTICLE 25- COMPENSATION – Section 3 (new) – Early Retirement Incentive Program (ERIP).

The Employer’s Position: The Employer proposes a voluntary early retirement incentive program in which the Employer may offer a participating employee one year’s base salary at his existing rate of pay in exchange for the employee voluntarily leaving his employment with the City of Girard. The Employer avers that this is a way to reward long time employees for their good service. The Employer did not offer any comparables or indicate what savings would be realized by the City. This is a new proposal. The language of the proposed incentive plan is as follows:

During the terms of this Agreement, the Employer may offer bargaining unit members an early retirement incentive. If offered, the program shall consist of a participating employee being offered one (1) year’s employment with the City of Girard by a date determined by the Employer and not electing to participate in the Deferred Retirement Incentive Program (DROP) offered through OPFPDF or limiting participation to a length of time determined by the Employer. The employee shall be required to execute an agreement that permits the incentive payment and all monetary/leave severance payments to be paid over five (5) years, and contains all other terms and conditions of the program that the Employer determines to be necessary for legal compliance and liability waiver purposes.

The Union’s Position: The Union indicated that it has absolutely no interest in this Early Retirement Plan and asserted that no patrolman on the existing force would be interested in retiring early especially with an incentive plan being paid out over five (5) years.

Recommendation of the Fact-Finder: Based on the Union’s assertions above, the Fact-Finder accepts the Union’s position. Since the Employer’s proposal has no immediate cost or savings to the City, the Employer should be able to offer this program at any time in the future, therefore there is no immediate detriment to the City and according to the Union’s argument, and there is no immediate benefit or detriment to the Union. The language of Article 25 – Compensation – Section 3 – Pension Pick-up shall remain unchanged.

ISSUE 2 – ARTICLE 25 – COMPENSATION - Section 6 – Education Bonus

The parties signed an agreement in this Article on August 26, 2010 and agreed that the changes to Article 25, Section 6 shall be as follows:

Section 6 5. **Educational Bonus.** Each employee who obtains a degree in law enforcement or any related field shall be entitled to receive an annual bonus based upon the level of degree as follows:

| | |
|--------------------|----------|
| Associate's Degree | \$200.00 |
| Bachelor's Degree | \$300.00 |
| Master's Degree | \$400.00 |

The signed agreement in this matter is appended to this Fact-Finding Report in Appendix A.

ISSUE 3 – ARTICLE 26 - SHIFT DIFFERENTIAL

The current contract language states that employees who work the second shift shall receive thirty cents (\$.30) per hour for all hours actually worked on said shift. Employees who are scheduled to and actually work the third shift shall receive an additional thirty-five (\$.35) per hour for all hours actually worked on said shift.

The Employer's Position: The Employer proposes that the shift differential language be totally eliminated from the contract. The Employer argues that since the unit members have the ability to choose their desired shifts through a bidding process, it is just another way for members to enrich themselves. The Employer argues that the purpose for paying a shift differential should be viewed as compensation for the Employer's assignment to an undesirable shift. Further, the Employer believes that its position is reasonable and in the best interest of the public and argues that in light of the City's dire financial condition it is a way to rein in costs and the City should not pay for a choice that essentially is made by the employee himself. The City provides shift differential comparables which indicate that two of the comparables have shift differentials (Campbell and East Liverpool) and two do not have shift differentials (Salem and Struthers). The comparables (Campbell, East Liverpool, Salem and Struthers) provided by the City do show that of the four comparables listed, three of them do permit bidding for shift differentials.

The Union's Position: The Union opposes any change in the shift differential policy and characterizes the City's proposal as just one more way for the City to implement a pay cut. The Union argues allowing officers to bid for shift differentials permits people to plan and provide for their lives.

Recommendation of the Fact-Finder: Although recommending the reasoning of the Employer would give more scheduling control to management, it appears that if this change was proposed to alleviate some financial burden on the Employer, this Fact-Finder does not believe that supporting the Employer's position would have made a substantial impact on the financial recovery of the City. Therefore, based on the reasoning provided by the Union above, it is recommended that the Union's position be accepted. The current contract language shall remain unchanged.

ISSUE 4 – ARTICLE 28 – MEDICAL INSURANCE

The spiraling cost for health care insurance is a problem that faces employers and employees all over the country and the picture is no different for Girard. The City of Girard is self insured and according to the City's statistics the cost to provide insurance coverage for its employees continue to escalate every year. Data provided by the Employer revealed that City employees pay significantly less in premiums than the statewide and comparable jurisdiction averages. Referencing data from the City Auditor's Office, Third Party Administrator and the SERB 2008-2009 insurance Report, the cost for Girard's Single Party Coverage is almost double that of the average plan statewide, in cities under 25,000 population and in the applicable SERB Region.

The Employer noted that since medical insurance coverage is paid out of the General Fund, these rising costs continue to contribute to the financial crisis the City is currently experiencing. In 2001 the City's annual insurance cost was \$897,000. This annual cost increased to \$1,464, 257 in 2009. The Employer argues that it must get control over the rising medical costs and proposes that one way to control rising costs is to have all of the City's employees on the same medical plan so the City can control costs and shop for a more competitive plan.

The Employer's Position: The Employer proposes modest modifications to the insurance program for the police unit. This change is designed to bring the unit's insurance language in line with what is now planned for the AFSCME bargaining unit. This provides for a transition to a 90/10 plan which the parties have discussed at great length and lays the foundation for transition to the City's remaining units into a meaningful insurance committee structure. The Employer states that during the last contract negotiations, the City moved to a medical plan that was based on consumption which required that those members who utilized the plan more would pay a greater share of the costs. In exchange the Employer argues, the unit members received general wage increases totaling six (6%) over the contract term. The Employer proposes that all of the City's employees will eventually move to the 90/10 plan. In that way, according to Director of Public Safety, Jerry Lambert, the City will be able to experience substantial savings if all of its employees are on the same health plan based on health claims experience. Further, the Employer argues that this uniformity will permit the parties to begin meeting in the insurance committee structure. This committee will enable the Employer to explore usage numbers and develop cost containment procedures. The Employer argues that controlling the rising medical costs will assist the City in meeting the mandates placed on it by the Fiscal Emergency Commission. The Employer provides in its Exhibits (A-7) a memorandum of Understanding which outlines the conditions and process for transitioning to the 90/10 coverage.

The Union's Position: The Union proposes that there be no change to unit's current medical insurance plan.

Recommendation of the Fact-Finder: Based on the City's reasoning above, it is recommended that the City's position be accepted. The medical plan for the OPBA should be changed to the 90/10 plan to comply with that proposed for the other bargaining units when AFSCME and the IAFF also accept the 90/10 plan. The language of the Memorandum of Understanding appended to this Report as part of Appendix B provides guidance for the transitioning to the proposed medical plan.

The language proposed for Article 28 – MEDICAL INSURANCE shall be changed as follows:

Section 1. Medical Insurance. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, pursuant to the plan *appended to the parties' agreement* or subsequently selected by the insurance committee under section 4. The selected plan offering shall be reduced to writing and appended to the agreement as Appendix C. The eligible employee may select coverage (i.e. single, two-party, family, etc.) subject to the plan offerings.

Section 2. Ancillary Coverage. In addition to the benefits referred to in Section 1 above, the City agrees to provide, at no cost to the employee, the following dental and vision benefits:

- A. Maximum coverage for dental of **\$2,000 .00** annually;
- B. Orthodontic services for minor dependents not to exceed \$1500.00 per child;
- C. Vision benefits: Maximum Vision Benefit **\$500.00**/person
Eye examination, post refractive services, including lenses (single, bifocals, trifocals, lenticular), contact lenses, and frames.

Payment of Benefits:

Vision examination is limited to one exam per 12 - month period.
Contact lenses are limited to one pair or supply per 12 – month period.
Frames are limited to one set per 12 – month period.
All payments are governed by the master plan document.

Section 3. Contribution Rates/Self Insurance. The City of Girard and its employees shall contribute the following monthly amounts for single and family coverage under its self insurance plan.

| | <u>City</u> | <u>Employee</u> | <u>Total Contribution</u> |
|---------------------|-------------------|-----------------|---------------------------|
| Single Contribution | \$806.38 | \$0.00 | \$806.38 |
| Family Contribution | \$1,385.00 | \$0.00 | \$1,385.00 |

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the of the amount in excess of the total in order to continue participation.

The language of Sections 4, 5 and 6 shall remain unchanged.

Section 7. Flexible Spending Plan. *The parties agree to establish a flexible spending plan by which employees may set aside monies on a pre-tax basis to pay for eligible medical expense. Any monies that are not expended in a given year will be carried over subject to the maximum allowable balance under federal law. The parties agree that in the event the employee separates from service the remaining monies in his account will be paid to the employee, subject to applicable taxes.*

ISSUE 5 – ARTICLE 30 – HOLIDAYS

Currently bargaining unit members who work a regularly scheduled day on an approved holiday receive holiday pay not only for working the day of the holiday, but are also entitled to choose an extra day off.

The Employer's Position: The Employer proposes to provide unit members with eight (8) hours of holiday pay as opposed to time off and argues that since the City is unable to provide an increase in wages, this proposed change provides a way in which bargaining unit members will be able to take home additional compensation in exchange for their working the holiday. The Employer also alleges that this proposal basically amounts to a 4.2% pay enhancement for members. Comparables provided by the Employer reveal that of the following comparables the majority receive Holiday Pay rather than time off.

| Jurisdiction | No. of Holidays | Choice of Holiday pay Or time off |
|----------------|-----------------|--------------------------------------|
| Campbell | 12 | Holiday pay |
| East Liverpool | 10 | Holiday pay |
| Salem | 12 | Time Off |
| Struthers | 10 | Holiday pay |

The Union's Position: The Union opposes any change in the current holiday pay provision.

Recommendation of the Fact-Finder: Based on the argument and rationale provided by the City, it is recommended that the City's proposal be accepted. The City asserts that implementing this change in holiday pay would provide unit members with an extra eighty-eight (88) hours of pay. The revised language of Article 30 – Holidays shall be as follows:

Section 1. Recognized Holidays. *Effective January 1, 2001, each bargaining unit member shall receive eight (8) hours of pay (i.e. holiday pay), for those paid holidays recognized by the City. The following holidays shall be designated paid holidays for all bargaining unit members:*

- A. First day of January
- B. Third Monday of January

- C. Third Monday of February
- D. Friday preceding Easter
- E. The first Monday preceding the thirtieth of May
- F. Forth of July
- G. First Monday of September
- H. Second Monday of October
- I. The Eleventh of November
- J. Fourth Thursday of November
- K. Twenty-fifth Day of December

Section 2. Holiday Pay Eligibility. *In order to receive holiday pay, employees who are scheduled to work a holiday shall actually work the holiday as well as their full scheduled shift before and after the holiday in order to be paid unless on pre-scheduled and pre-approved paid leave or unless an acceptable physician's certificate is provided to the Employer for claimed sickness, illness or injury.*

Section 3. Rate of Pay for Holiday Work. *If an employee works on a paid holiday which is a regularly scheduled day, said employee shall be paid at the rate of one and one-half (1 ½) times his hourly rate for each hour worked, plus be entitled to eight (8) hours pay (i.e. holiday pay). If an employee works on Christmas Day, said employee shall be paid at the rate of two (2) times his base hourly rate for each hour worked. Holiday pay shall be paid to employees starting with the third (3rd) shift of the day preceding the holiday and end with the employees have worked the second (2nd) shift of the holiday.*

Section 4. Holiday Pay Transition. *For the year 2010, members will continue to receive holiday time in lieu of holiday pay under the same scheduling and usage requirements as existed under the parties' prior agreement.*

ISSUE 6 – ARTICLE 36 - PERSONAL LEAVE

Bargaining unit members currently receive four (4) personal days annually in addition to the member's vacation allocation.

The Employer's Position: The Employer proposes that the personal leave allocation of four (4) days be totally eliminated. According to the Employer, bargaining unit members already receive a very generous vacation allocation which should be adequate with the top vacation allocation being seven (7) weeks. This proposed change is supported through external comparisons with other neighboring police forces. For example: Campbell, Struthers, Salem and East Liverpool all receive personal leave days but Girard with an allocation of four (4) days receives more days than any of these comparables. The data show that the average personal leave amount in these comparables is 2.5 days. Further, by allowing this additional time off, the City finds itself incurring additional overtime expenses while trying to provide public safety coverage to its citizenry.

The Union's Position: The Union is opposed to any change in the personal leave provisions in the current contract and demands that current contract language remain the same.

Recommendation of the Fact-Finder: The City makes a compelling argument about the need to control overtime but little data was provided as to how much impact this change would have on the City's financial condition. In addition, Girard's personal leave allocation was not significantly out of line with the comparables provided by the Employer. Based on the Union's opposition to this change this is yet another issue that is best left to the process of collective bargaining and should be addressed if the Union agrees to a wage re-opener proposed to be convened in the first quarter of 2012.

ISSUE 7 – ARTICLE 46 – DURATION OF AGREEMENT

The Employer's Position: The Employer proposes a new three (3) year Agreement with an effective date upon execution. The Employer argues that the City has experienced unreasonable delays with respect to negotiations and does not believe that shortening the contract with a retroactive start date is warranted.

The Union's Position: The Union proposes that the new contract should run from 1/1/2010 through 12/31/2012 and adamantly opposes the Employer's proposal as to duration. The Union argues adamantly against commencing the contract upon the signing of the Agreement and argues that their contracts have historically started at the beginning of the year and end at the end of the year.

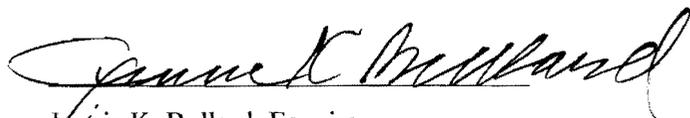
Recommendation of the Fact-Finder: Although many issues have been agreed to by the parties, there are still several major issues that have not been agreed to as yet and need to be decided through the bargaining process as soon as possible. The Employer has offered to participate in a wage re-opener in the first quarter of 2012 if the Union requests it. The positive aspect of that offer is that the City will have a much better picture of its financial future and it may be that the parties will be able to bargain without the burden of the City's current bleak financial condition. Both parties are in agreement that the duration of the Agreement should be three years in length; however the disagreement is with when the contract should begin and end. Accordingly based on the rationale provided by the Union, the Duration of the Agreement should be three years and should begin on January 1, 2010 and end on December 31, 2012.

SUMMARY:

Thank you very much for the opportunity to work with all of you and to be given the opportunity to help you in resolving the issues to this dispute. It has been an interesting experience to meet with the representatives from both the City of Girard and the Ohio Patrolmen's Benevolent Association. The issues presented are difficult ones for both parties but in differing ways. The Recommendations offered in this Report are provided with the hope that the parties will be able to finalize their new agreement through mutual cooperation.

This Fact-Finder gave due consideration to the positions and arguments offered by the parties and to the criteria enumerated in SERB Rule 4117-9-05 (J) and recommends the provisions as provided herein. All agreements previously reached by and between the parties and tentatively agreed to, along with any sections of the current agreement not negotiated and/or changed are hereby incorporated by reference into this Fact Finding Report and should be included in the resulting Collective Bargaining Report.

Respectfully submitted this 20th day of September, 2010 at Vandergrift, Pennsylvania,

A handwritten signature in cursive script, reading "Jennie K. Bullard".

Jennie K. Bullard, Esquire
Fact-Finder

APPENDIX "A"

ARTICLE 24
OVERTIME/CALL IN/COURT PAY

Section 1. FLSA Overtime Definition. The parties acknowledge that the Employer has established an FLSA 207(k) alternative schedule for overtime. Overtime for sworn police officers shall be defined as any time worked in excess of twenty (20) eight (8) hour shifts, one hundred sixty (160) hours, during a regular twenty-eight (28) day work cycle. For dispatch personnel, FLSA overtime is defined as any time worked in excess of forty (40) hours during a seven (7) day, one hundred sixty-eight (168) hour work cycle established by the Employer.

FLSA overtime shall be paid in accordance with the FLSA. Contractual overtime shall be paid in accordance with the contract.

Section 2. Overtime Equalization. When the Employer determines that an overtime opportunity is available, it shall be offered, on a rotating basis, first to the full-time members of the classification in which the opportunity occurs. In the event that no full-time members of the classification will work the overtime, then it may be filled by any means the Employer determines to be appropriate.

Section 3. Contractual Overtime Compensation. Each bargaining unit member shall receive for each overtime hour worked, an amount equal to one and one-half (1 1/2) times their prevailing normal hourly rate of pay. Contractual overtime is paid to bargaining unit members for all hours worked in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

Section 4. Out of Classification. When a member of the bargaining unit is required to work out of his classification said employee shall be paid at the hourly rate of the specific employee whose classification he temporarily fills, or at his own rate of pay, whichever is greater. Such hourly wage shall also include the appropriate shift differential payment.

Section 5. Compensatory Time. Each member shall select overtime payment or compensatory time for all overtime worked. Compensatory time shall be accumulated to a maximum of two hundred forty (240) hours and any overtime earned beyond the two hundred forty (240) hours shall be paid overtime. All existing accumulated time shall be granted subject to the reasonable rules of the department; provided, however, no further such compensatory time shall be accumulated. *The parties agree that thirty (30) days constitutes a "reasonable time period" for granting of a request for compensatory time under the Fair Labor Standards Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law.*

Section 5-6. Call-in Time. A bargaining unit member in an off-duty status who is ordered to report to work, and so reports, shall be paid a minimum of four (4) hours or actual time worked, whichever

AT MEDIATION
CITY OF GIRARD OPBA PATROL & DISPATCH
JUNE 17, 2010

OVERTIME/CALL-IN/COURT PAY (Continued)

is greater, at the contractual overtime rate as defined in this Agreement. *Where the call-out involves a member assigned to the detective division, the member shall receive a minimum call-out of six (6) hours pay at the applicable rate as required by Section 3 of this article.*

Section 6.7. Court Time. Members in an off-duty status who must appear in court in reference to their official duties shall receive a minimum of four (4) hours or actual time worked, at the contractual overtime rate, whichever is greater.

FOR THE EMPLOYER



DATE SIGNED

6-17-2010

FOR THE UNION



DATE SIGNED

6-17-10

**AT MEDIATION
CITY OF GIRARD OPBA PATROL & DISPATCH
JUNE 17, 2010**

**ARTICLE 10
GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure, and that the parties shall cooperate with each other in the settlement of all grievances.

Section 2. For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant – The “grievant” shall be defined as any employee or group of employees within the bargaining unit or the OPBA.
- C. Party in Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days – A “day” as used in this procedure shall mean calendar days. If the deadline for acting on a grievance falls on a non-business day, it shall be extended to the next business day.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. All decisions shall be rendered in writing at each step for the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

**AT MEDIATION
CITY OF GIRARD OPBA PATROL & DISPATCH
JUNE 17, 2010**

GRIEVANCE PROCEDURE (Continued)

- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond at Step 1, the grievance shall automatically advance to the next step of the procedure, when the Union notifies the Safety/Service Director of the non-response at step 1. The time period for response at step 2 shall begin when the Safety/Service Director is notified of the step 1 non-response. If the Employer fails to reply within the specified time limit at step 2, the grievance shall automatically be sustained in favor of the grievant provided that the remedy is commensurate with the alleged contractual violation or does not involve the exercise of basic management rights. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. Procedure. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. An employee who believes he may have a grievance shall present the grievance in writing to the Chief of Police within fourteen (14) calendar days of the occurrence of the facts giving rise to the grievance.

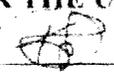
Step 2. If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Safety/Service Director within twenty-one (21) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Safety/Service Director shall schedule a meeting within seven (7) days of the receipt of the appeal. The meeting will be held with the grievant, his OPBA

AT MEDIATION
CITY OF GIRARD OPBA PATROL & DISPATCH
JUNE 17, 2010

GRIEVANCE PROCEDURE (Continued)

representative, and any other parties the Employer deems necessary to provide the required information for the rendering of a proper decision. The Safety/Service Director shall issue a written decision to the employee and his OPBA representative within seven (7) days from the date of the hearing. If the ~~grievant~~ **Union** is not satisfied with the decision at Step 2, ~~he it~~ may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 11.

FOR THE EMPLOYER


FOR THE UNION


DATE SIGNED 6-17-2010

DATE SIGNED 6-17-10

ARTICLE 9
DISCIPLINE

Section 1. It is understood that the Safety Director has the right to discharge, suspend or discipline any employee for just cause. The following is intended to establish the procedure to discipline.

Section 2. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, demoted, discharged, or removed except for the grounds stated in Section 3 of this article. The Employer may take disciplinary action against any employee in the bargaining unit, but only for just cause. Forms of disciplinary action may include:

- A. Letter of Instruction and Cautioning;
- B. Written warning;
- C. Suspension without pay;
- D. Suspension of Record (i.e., working suspension);
- E. Fines (i.e., forfeiture of accrued leave);
- F. Demotion; or,
- G. Discharge from employment.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 3. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 4. Discipline Notification. Notices of disciplinary action shall state the type and amount of discipline imposed and the reasons for the disciplinary action taken. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 5. Pre-disciplinary Conference. Whenever the Employer determines that a non-

DISCIPLINE (Continued)

probationary employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 6. Disciplinary Appeals. Appealable disciplinary actions (i.e., involving a loss of pay or reduction in rank) must be filed at Step 2 of the grievance procedure within five (5) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions, may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 7. Administrative Leave. Any employee under indictment or arrested for a felony shall be placed on leave of absence with pay until resolution of the court proceedings or administrative action is taken. An employee found guilty by a trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 8. Disciplinary Records. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

| | |
|---------------------------------------|-------------------------|
| Letters of Instruction and Cautioning | six (6) months |
| Written Reprimands | twelve (12) months |
| Suspensions, Fines, and Reductions | twenty-four (24) months |

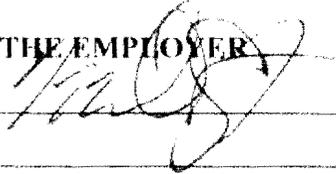
Section 9. Expired Disciplinary Records. Records of disciplinary action that no longer have force and effect shall be removed from the bargaining unit member's active personnel file and placed in a separate inactive, dead file. Thereafter, such records shall be disposed of in accordance with the

AT MEDIATION
CITY OF GIRARD OPBA PATROL & DISPATCH
JUNE 17, 2010

DISCIPLINE (Continued)

records retention schedule established by the City Records Retention Commission.

FOR THE EMPLOYER



DATE SIGNED

6-17-2010

FOR THE UNION



DATE SIGNED

6-17-10

GERARD / ORBA
MEDERSON
6-17-2010

following year, the committee must provide the City with the necessary information by September 1st preceding the year for which bids are taken.

ARTICLE 29 LIFE INSURANCE

Section 1. The City shall provide a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) for each employee.

Section 2. An employee who has been laid off or has exhausted his sick leave shall have his life insurance coverage extended for a period of one hundred eighty (180) days after the effective date of layoff or exhausted sick leave.

Section 3. Any employee on an approved leave of absence shall have the option to continue his life insurance upon payment of the necessary premium as determined by the City Auditor.

Section 4. The City shall provide for any employee, retired or on disability retirement from municipal employment, a life insurance policy in the amount of Five Thousand Dollars (\$5,000.00). *employees are firing after the effective date of their agreement shall not be provided life insurance.*

ARTICLE 30 HOLIDAYS

June 17, 2010

Section 1. The following holidays are designated as paid holidays for all bargaining unit members:

- A. First day of January
- B. Third Monday of January
- C. Third Monday of February
- D. Friday preceding Easter
- E. The first Monday preceding the thirtieth day of May
- F. Fourth day of July
- G. First Monday of September
- H. Second Monday of October
- I. The Eleventh day of November
- J. Fourth Thursday of November
- K. Twenty-fifth day of December

Section 2. Holiday Pay Eligibility. Paid holidays shall be given as requested by the employee with three (3) days advance notice. Employees who are scheduled to work a holiday must actually work the holiday as well as their full scheduled shift before and after the holiday in order to be paid unless on pre-scheduled and pre-approved paid leave or unless

AT FACT FINDING
CITY OF GIRARD & OPBA PATROL
EMPLOYER POSITION
AUGUST 26, 2010

ARTICLE 25, SECTION 6
COMPENSATION

Section 6.5. Educational Bonus. Each employee who obtains a degree in law enforcement or any related field shall be entitled to receive an annual bonus based upon the level of degree obtained as follows:

| | |
|--------------------|----------|
| Associate's Degree | \$200.00 |
| Bachelor's Degree | \$300.00 |
| Master's Degree | \$400.00 |

FOR THE EMPLOYER

Date Submitted: 8-26-2010

FOR THE UNION

Date Signed: 8-26-10

APPENDIX "B"

APPENDIX C
INSURANCE BENEFITS SCHEDULE

| | Network | Non-Network |
|--|--|----------------------|
| Individual Deductible | \$750 | \$2,000 |
| Family Deductible | \$1,500 | \$4,000 |
| Individual Out-of-Pocket Maximum | \$1,500 | \$4,000 |
| Family Out-of-Pocket Maximum | \$3,000 | \$8,000 |
| | | |
| Type of Service | Network | Non-Network |
| Accident Emergency Treatment | 100% after \$100 co-pay Co-pay waived if admitted | |
| Allergy Injections | 90% after deductible | 70% after deductible |
| Allergy Testing | 90% after deductible | 70% after deductible |
| Ambulance | 90% after deductible | |
| Anesthesia | 90% after deductible | 70% after deductible |
| Assistant Surgeon | 90% after deductible | 70% after deductible |
| Colonoscopy Routine and Medical | 90% after deductible | 70% after deductible |
| Diagnostic Lab, X-Ray, and Pathology | 90% after deductible | 70% after deductible |
| Dialysis | 90% after deductible | 70% after deductible |
| Primary Care Physician Office Visits | 100% after \$25 co-pay | 70% after deductible |
| Specialist Physician Office Visits | 90% after deductible | 70% after deductible |
| Durable Medical Equipment | 90% after deductible | 70% after deductible |
| Home HealthCare | 90% after deductible | 70% after deductible |
| Home Private Duty Nursing | 90% after deductible | 70% after deductible |
| Hospice Care – Outpatient <i>120 day Lifetime max combined with Inpatient</i> | 90% after deductible | 70% after deductible |
| Hospice Care – Inpatient | 90% after deductible | 70% after deductible |
| Inpatient Hospital Room and Board (Semi-Private) | 90% after deductible | 70% after deductible |
| In Hospital Miscellaneous Charges | 90% after deductible | 70% after deductible |
| Intensive Care/Cardiac Care | 90% after deductible | 70% after deductible |
| In Hospital Physician Consultations | 90% after deductible | 70% after deductible |
| Inpatient Mental & Nervous <i>30 day calendar year maximum</i> | 90% after deductible | 70% after deductible |
| Inpatient Alcoholism and Drug Abuse <i>30 day calendar year maximum \$50,000 lifetime maximum</i> | 90% after deductible | 70% after deductible |
| Inpatient Rehabilitation Facility | 90% after deductible | 70% after deductible |

APPENDIX C
INSURANCE BENEFITS SCHEDULE

| | Network | Non-Network |
|--|---|----------------------|
| Mammograms (routine and/or medical) <i>1 per calendar year -- \$85 maximum</i> | 90% after deductible | 70% after deductible |
| Maternity Services (Maternity for dependent children not covered) | 90% after deductible | 70% after deductible |
| Medical Emergency Treatment | 100% after \$100 co-pay; co-pay waived if admitted | |
| Medical Supplies | 90% after deductible | 70% after deductible |
| Organ Transplant | 90% after deductible | 70% after deductible |
| Acquisition of Human Donor Organ | 90% after deductible | 70% after deductible |
| Transportation of Covered Person to nearest Transplant Center | 90% after deductible | 70% after deductible |
| Orthotics | 90% after deductible | 70% after deductible |
| Outpatient Hospital Services | 90% after deductible | 70% after deductible |
| Outpatient Mental & Nervous <i>20 visit calendar year maximum</i> | 90% after deductible | 70% after deductible |
| Outpatient Alcoholism & Drug Abuse <i>20 visit calendar year maximum</i> <i>\$50,000 Lifetime maximum</i> | 90% after deductible | 70% after deductible |
| Outpatient Surgical Facility | 90% after deductible | 70% after deductible |
| Outpatient Professional Surgical | 90% after deductible | 70% after deductible |
| Pre-Admission Testing | 90% after deductible | 70% after deductible |
| Physical and Speech Therapy <i>60 visit calendar year maximum</i> | 90% after deductible | 70% after deductible |
| Radiotherapy/Chemotherapy | 90% after deductible | 70% after deductible |
| Routine Exams <i>Immunizations covered are tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine</i> | 100% after \$25 co-pay | 70% after deductible |
| Routine Nursery Care | 90% after deductible | 70% after deductible |
| Routine Pap Smear <i>1 per calendar year</i> | 90% after deductible | 70% after deductible |
| Routine Hearing Exam <i>1 per calendar year</i> | 90% after deductible | 70% after deductible |
| Skilled Nursing Care <i>100 day calendar year maximum</i> | 90% after deductible | 70% after deductible |
| Second Surgical Opinion | 90% after deductible | 70% after deductible |
| Specialist Office Visit | 100% after \$50 copay | 70% after deductible |

APPENDIX C
INSURANCE BENEFITS SCHEDULE

| | Network | Non-Network |
|---|--|----------------------|
| Urgent Care | 100% after \$35 co-pay | 70% after deductible |
| Voluntary Sterilization | 90% after deductible | 70% after deductible |
| Well Child Care Ages Birth – 9 <i>(including routine immunizations)</i> <i>\$1,000 calendar year maximum</i> | 100% after \$25 co-pay | 70% after deductible |
| Lifetime Maximum | \$1,000,000 | |
| Prescription Drug Benefit <i>*Mandatory Generic</i> <i>*Mandatory Mail Order for Maintenance Medications after 3 Refills at Retail.</i> | Retail (30 day supply): \$15 Generic/\$30 Brand Formulary/ \$45 Brand Non-Formulary Mail Order (90-day supply): \$30 Generic/\$60 Brand Formulary/ \$90 Brand Non-Formulary | |

AT FACT FINDING
CITY OF GIRARD & OPBA PATROL
EMPLOYER POSITION
AUGUST 26, 2010

MEMORANDUM OF UNDERSTANDING
INSURANCE COVERAGE & EMPLOYEE CONTRIBUTIONS

Section 1. Employee Contributions. For so long as bargaining unit members are covered under the insurance plan referenced in Section 2 of this Memorandum, they shall continue to contribute fifteen dollars (\$15.00) for single coverage and thirty dollars (\$30.00) for family coverage to the base contribution amounts for coverage under the parties' Agreement. The Employer contribution in Article 28, Section 3 will be reduced accordingly for the duration of this memorandum to account for the employee contribution to the base amount for single and family coverage respectively.

Section 2. Applicable Plan. Until such time as the IAFF bargaining unit is moved to the 90/10 plan attached to the parties' Agreement as Appendix C, bargaining unit members shall be covered by the plan attached to this Memorandum and incorporated hereto by reference. (Exhibit 1)

Section 3. Other Insurance Provisions. All other provisions contained in Article 28, Insurance, except for the employee contribution to the base amount, referenced in Section 1, and the applicable plan, referenced in Section 2, shall continue to apply.

Section 4. Expiration of MOU. Effective on the date from which the IAFF bargaining unit is provided coverage under the 90/10 plan, attached to the parties' Agreement as Appendix C, or other applicable plan, bargaining unit members shall cease to be covered under the plan attached to this Memorandum as Exhibit 1 and shall receive benefits according to the schedule appended to the parties' Agreement, other identical schedule to that of the IAFF unit, or subsequently adjusted schedule as provided for with the parties' insurance committee. At that time this modification of Article 28 shall cease to exist and all terms and conditions of the parties' Agreement shall then apply.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an executed original this Fact-Finder's Report was mailed this 20th day of September by Express US Mail to Kevin B. Powers, Esquire, Ohio Patrolmen's Benevolent Association, 10147 Royalton Road, Suite J, PO Box, 338003, North Royalton, Ohio, 44133, Michael Esposito, Esquire, Clemens, Nelson & Associates, Inc., 2351 Arlington Road, Suite A, Akron, Ohio, 44319. This will also certify that an electronic copy in .pdf format of the original of the foregoing was emailed this 20th day of September, 2010 to Michael Esposito, Esquire mesposito@clemensnelson.com and to Kevin Powers, Esquire kpowersopba@sbcglobal.net. and to mary.laurent@serb.state.oh.us .



Jennie K. Bullard, Esquire
Fact Finder