

STATE EMPLOYMENT  
RELATIONS BOARD

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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT ) CASE NO. 10-MED-09-1221  
ASSOCIATION )  
 )  
Employee Organization )  
 )  
and ) REPORT AND RECOMMENDATION  
 )  
 )  
LIBERTY TOWNSHIP BOARD OF TRUSTEES )  
 )  
Employer )

APPEARANCES:

EMPLOYEE ORGANIZATION

Michael Hostler, Esq.	Chief Representative
Alexandra Anastis	Patrol Officer
Raymond Buhala	Patrol Officer
Michael Shuster	Patrol Officer

EMPLOYER

Patrick Ungaro	Chief Representative
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December 27, 2010

## **BACKGROUND**

The Ohio Patrolmen's Benevolent Association (hereinafter, the OPBA) and the Liberty Township Board of Trustees (hereinafter, Liberty Township) are parties to a collective bargaining agreement, effective January 1, 2008 through December 31, 2010. The collective bargaining agreement covers all full-time police officers in the Police Department in the rank of Patrolman and Probationary Patrolmen. The bargaining unit is a "deemed-certified unit". The unit consists of eight (8) Patrolmen, none of whom are in probationary status and one of whom has been discharged and is awaiting disposition of his grievance protesting the discharge in arbitration.

There are several other bargaining units which have collective bargaining agreements with Liberty Township; a unit of Sergeants and Captains represented by the OPBA, a unit of firefighters represented by International Association of Firefighters, Local 2075 (hereinafter, the Fire Unit) and two (2) bargaining units represented by the Teamsters. No bargaining unit has reached agreement with Liberty Township on a successor collective bargaining agreement. A Fact-Finding was held with respect to the Fire Unit which resulted in a recommendation of wage increases of 3%, 3%, 3%. That recommendation, however, was rejected by Liberty Township on December 22, 2010.

There were no substantive negotiations between the OPBA and Liberty Township with respect to a successor collective bargaining agreement. One bargaining session was held. The OPBA presented proposals and there was no response by Liberty Township. The Fact-Finder was appointed on December 14, 2010. The parties were notified of the appointment and were requested by the Fact-Finder to provide their Position Statements, including proposals in contract language form in advance of the Pre-Hearing Telephone Conference which was to be held the day prior to the Fact-Finding Hearing. The parties were also requested to provide a copy of the collective bargaining agreement. By agreement of the parties, the Fact-Finding Hearing was

scheduled for December 21, 2010 and the Pre-Hearing Telephone Conference was scheduled for December 20, 2010.

The parties timely provided their Position Statements. The OPBA provided a copy of the collective bargaining agreement with the exception of the appendix relative to drug testing. The OPBA provided with its Position Statement proposals in contract language form. Liberty Township, while providing a Position Statement, did not provide its proposals in contract language form.

The OPBA Position Statement contained proposals with respect to the following provisions of the collective bargaining agreement:

- Article 8, Wages, Section 2
- Article 9, Insurance Coverage, Section 2
- Article 10, Overtime, Section 5
- Article 11, Grievance Procedure, Section 5, 6, 7, 8
- Article 14, Sick Leave, Section 3
- Article 17, Uniform Allowance, Section 1, 2, 4, 5
- Article 30, Court Time, Section 1, 2(5), 3(2)
- Article 33, Job Assignments, Section 2, 3, 7
- Article 35, Duration

Liberty Township, in its Position Statement, presented proposals which were identified by the Fact-Finder to impact the following provisions of the collective bargaining agreement:

- Article 3, Recognition, Section 2
- Article 8, Wages, Section 2, 5
- Article 9, Health Insurance, Section 2
- Article 12, Holidays, Section 2, 4
- Article 14, Sick Leave, Section 4
- Article 17, Uniform Allowance, Section 2
- Article 20, Longevity, Section 1
- Article 30, Court Time and Call-out Pay, Section 3(2)
- Article 31, Miscellaneous, Section 15

The Pre-Hearing Telephone Conference was held on December 20, 2010. Prior to the Pre-Hearing Telephone Conference, the OPBA forwarded an electronic copy of the collective bargaining agreement. The matters in dispute were discussed. It was determined that the hearing would proceed on an issue by issue basis with issues relative to wages, insurance, new hires and part-time employees being discussed first, followed by the remaining items in dispute in order of their appearance in the collective bargaining agreement. The parties were requested to provide a copy of the Drug Testing Policy referenced as being an appendix to the collective bargaining agreement since the electronic copy of the collective bargaining agreement did not include that policy. The parties were requested to review the electronic copy of the collective bargaining agreement against their hard copies of the same since the electronic copy was to be used as a basis for the Report and Recommendation of the Fact-Finder. Liberty Township was advised at the Pre-Hearing Telephone Conference and by email to provide its proposals in contract language form.

The parties indicated that the remaining provisions of the collective bargaining agreement were to remain unchanged. The parties agreed that the Report and Recommendation of the Fact-Finder was to be transmitted to the parties electronically on December 27, 2010.

The Fact-Finding Hearing was conducted on December 21, 2010 in the administrative offices of Liberty Township. Liberty Township did not provide proposals in contract language form at the Fact-Finding Hearing. Liberty Township did provide a copy of the Drug Testing Policy. A hard copy of the collective bargaining agreement was provided by the OPBA. It was noted by the Fact-Finder that there was a discrepancy between the electronic copy transmitted by the OPBA and the hard copy, the electronic copy having a typographical error in Article 8, Wages, which was not reflected in the hard copy presented at hearing. The parties were urged to review and compare copies of the collective bargaining agreement to assure that there were no further discrepancies between the two versions of the collective bargaining agreement.

The OPBA, at the Fact-Finding Hearing, objected that Liberty Township had not provided its proposals in contract language form prior to the date of hearing. The Fact-Finder indicted that the objection would be taken under advisement and that the objection would be considered by the Fact-Finder in rendering the award.

Liberty Township, at hearing, acknowledged that its proposals relative to the elimination of rank positions in the classifications of Captain, Sergeant and Detective were not relevant to the OPBA bargaining unit covered by this Fact-Finding. Testimony and evidence was presented and considered with respect to the remaining proposals of the parties, taking into account the following considerations set forth under Ohio Administrative Code Section 4117-9-05(K):

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interests 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

The Fact-Finder made suggestions regarding the Grievance Procedure and indicated that a formal draft of contract language on that provision would be forwarded to the parties for review. The evidentiary portion of the hearing was declared closed on December 20, 2010. Neither party requested leave to provide other evidence. After the close of the hearing, Liberty

Township proffered additional information regarding finances which was rejected by the Fact-Finder.

The Fact-Finder forwarded suggested language for the Grievance Procedure which was found acceptable by the OPBA. Liberty Township did not respond.

## **DISCUSSION**

### **INTRODUCTION**

In this case, the procedural issue regarding the failure of Liberty Township to provide proposals in contract form prior to hearing must first be discussed. The substantive issues will thereafter be discussed. The first group of issues to be discussed will be the Wage, New Hire and OPERS issues. The next group of issues to be discussed relate to Health Insurance. The Part-Time employee issue will next be discussed, followed by the issues relating to other provisions of the collective bargaining agreement.

### **DISCUSSION OF PROCEDURAL ISSUE**

The OPBA has objected that Liberty Township failed to provide its proposals in contract language form prior to the date of the Fact-Finding Hearing and contends that the Fact-Finder should not consider any evidence presented by Liberty Township. It is clear that Liberty Township did not provide its proposals in contract language form prior to the date of hearing, and, in fact, did not do so, even at hearing.

SERB Guidelines admonish parties that they are to provide their proposals in contract language form:

#### **Position Statements**

Prior to the day of the hearing, the parties must provide the following information to the fact finder and to the other party:

The name of the party and the name, address, and telephone number of the principal representative of the party;  
A description of the bargaining unit including the approximate number of employees;  
A copy of the current collective bargaining agreement, if any; and  
A written statement defining all unresolved issues and summarizing the position of the party with regard to each unresolved issue. (Positions are to be written in **contract language form** and indicate the proposed effective date of the provisions).

(emphasis supplied)

The Fact-Finder, in the Acceptance Letter, further, advised Liberty Township of the requirement to provide proposals in contract language form:

Please be sure to provide your proposals in the **final language form** in which you would have them incorporated into the collective bargaining agreement. Please also be sure to state a **proposed effective date** for that language.

SERB, further, in its Guidelines, advises parties of the consequences of a failure to abide by the Guidelines and makes the Fact-Finder responsible for enforcement of the provision:

Failure to provide timely this information to the other party and to the fact finder shall cause the fact finder to take evidence only in support of matters raised in the written statement provided prior to the day of the hearing. [O.A.C. Rule 4117-9-05(F)]. The fact finder is responsible for enforcing this rule requirement.

SERB regulations also require parties to provide a timely Position Statement and also state that the failure to submit a timely Position Statement **shall** cause the fact-finding panel to take evidence only in support of matters raised in the written statement:

OAC 4117-09-05

(F) Pursuant to division (C)(3)(a) of section 4117.14 of the Revised Code, upon notice of appointment of the fact-finding panel and no later than five p.m. on the last business day prior to the hearing, each party shall submit via electronic mail to the fact-finding panel and the other party a position statement. A failure to submit via electronic mail such a position statement to the fact finder and the other party no later than five p.m. on the last

business day prior to the hearing, shall cause the fact-finding panel to take evidence only in support of matters raised in the written statement that was submitted prior to the hearing.

The regulations, however, define differently what is to be provided in the Position Statement, failing to specifically require proposals to be in contract language form, requiring only that parties provide a statement defining all unresolved issues and summarizing the position of the party with regard to each unresolved issue:

The statement shall include:

- (1) The name of the party and the name, mailing address, email address, and telephone number of the principal representative of the party;
- (2) A description of the bargaining unit including the approximate number of employees;
- (3) A copy of the current collective bargaining agreement, if any; and
- (4) **A statement defining all unresolved issues and summarizing the position of the party with regard to each unresolved issue.**

The authority of SERB to promulgate regulations is provided under the Ohio Revised Code. Ohio Revised Code Section 4117.14(C)(3)(a) That provision, likewise, fails to specifically state that proposals in the Position Statement must be made in contract language form, stating the requirements of the Position Statement in rather general terms:

- (a) The fact-finding panel shall, in accordance with rules and procedures established by the board that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. **The board shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel.** The fact-finding panel shall make final recommendations as to all the unresolved issues.

The logic of requiring that parties provide proposals in contract form is obvious. Many proposals made as “concepts” can mean different things, depending on the language drafted to communicate the “concept”. For example, the Liberty Township proposal of a “wage freeze” could mean that there would be no annual wages increases, no wage progression increases for employees on the probationary wage scale and no longevity increases or could simply mean that there would be no annual wage increases. Valuable and costly hearing time is wasted trying to determine the actual intent of the proposal. Additional drafting time of the Fact-Finder, charged to the parties, is also consequence of the failure submit proposals contract language form. If the Fact-Finder determines that a “concept” is worthy of inclusion in the collective bargaining agreement, he must spend time drafting language to carry out the intent of that concept.

The other problem sought to be avoided by the publication of the guidelines and by the communications by the Fact-Finder is undue surprise, where a party is blindsided by a new proposal at hearing. In this case, there did not appear to be any undue surprise. The issues which were to be determined by the Fact-Finder, for the most part, were raised in the Position Statement of Liberty Township. Looking to the law and regulations only, and not to the additional language of the Guidelines, Liberty Township did meet its burden to timely raise the issues to be determined. While it is without question clear that Liberty Township did not meet its responsibilities under the SERB Guidelines, those guidelines are exactly what they profess to be “guidelines” which leave to the discretion to the Fact-Finder as to their enforcement. In this case, the fact-Finder has considered only the evidence with respect to issues which were raised by Liberty Township in its Position Statement, regardless of whether those issues were “raised” by the proposing of specific contract language.

## **DISCUSSION OF THE WAGE, NEW HIRE AND OPERS ISSUES**

### **INTRODUCTION**

Discussed in this section is the proposal of the OPBA for wage increases of three percent (3%) in each year of the collective bargaining agreement and the proposals of Liberty Township for a “wage freeze” for current employees, a limitation on the employer contribution toward OPERS for current employees, a reduction in the new hire wage rates, limitation on new hire longevity pay and for the elimination of OPERS Pickup for new hires.

### **DISCUSSION**

The OPBA proposed increases of three percent (3%) in each year of the collective bargaining agreement while Liberty Township proposed a “wage freeze” which was clarified at hearing to mean that the wage scale for existing employees would not change.

The issue of wage increases is a very difficult. There is no pattern of wage increases established within other bargaining units. There is a lack of evidence as to the financial condition of Liberty Township. The OPBA, in support of its wage proposal, has provided the SERB Annual Wage Settlement Report for 2009 (Union Exhibit 1) That report shows that the lowest average wage increases are in the Warren/Youngstown Area, 1.36% for 2009. The figures for 2009 wage increases include wage increases negotiated in 2007 which would mean that wage increases 2009 negotiated in 2009 would actually be lower. Looking at the statewide first year increases for 2009, the report shows nearly a one percent drop in first year increases negotiated in 2009 as compared to first year increases negotiated in 2008, a drop from 3.02% to 2.09%.

There is a Fact-Finding Report in evidence which granted wage increases to the Fire Unit of three percent (3%) per year. There are a few things to consider with respect to that report. First, the increase is partially based on issues of parity. Second, the Fire Account

appears to be more solvent than the Police Account. Finally, and perhaps, most importantly, the report was rejected by Liberty Township.

Taking all of these factors into account, the Fact-Finder recommends what could be considered a “standard of living freeze” for current employees, taking into account the cost of living and increases in health care contributions as discussed below. The increase in the Consumer Price Index from October of 2009 to October 2010 was approximately 1.15%. Factoring in insurance costs increases and considering the trends in inflation projected over the next two years, the Fact-Finder recommends wage increases of 1.25%, 1.5% and 2%.

The next issue to be discussed is the issue of compensation for new hires. Liberty Township has proposed a two-tier wage scale for new hires. The collective bargaining agreement already has a wage scale in effect for new hires, although not shown as a wage table. The new hire rate is presently approximately 79.2% of the regular Patrolman rate ( $\$ 18.83/\$ 23.77 = 79.2\%$ ) and increases to approximately 83.4% after one (1) year and to approximately 87.6% after two (2) years before reaching the full rate after three (3) years.

Liberty Township proposes variations of a two tier wage scale where employees reach the top rate well after the end of the proposed collective bargaining agreement. A two-tiered wage system, as opposed to a wage scale, is perceived as very divisive. It is also clear that changes which take effect only **after** the expiration of a collective bargaining agreement do nothing to save money **during** a collective bargaining agreement. Therefore, changes are recommended with respect to new hire rates and OPERS contributions which are not perpetual, but accomplish savings during the term of the collective bargaining agreement. The Fact-Finder recommends that a Step System be implemented for wage with new hires earning sixty percent (60%) of the full rate at Step 1, seventy percent (70%) of the full rate at Step 2, eighty percent (80%) of the full rate at Step 3 and the full rate at Step 4. The Fact-Finder recommends that OPERS Pickup begin after the third year of employment and that the Firearms Qualification

Bonus only apply to Patrolmen who have attained Step 4 of the Wage Scale. (See discussion Regarding Article 31, Section 15.) Liberty Township has also recommended that Longevity be capped at twenty (20) years of service. Since the earliest time savings could be realized by the acceptance of that proposal would be in 2031, that proposal is not recommended.

Liberty Township also proposed that the employer portion of OPERS Pick-Up for current employees be limited to 11.6%. It must be noted that the current rate for the employee contribution for law enforcement personnel is 11.1%. It also appears that there has been no change in the rate for law enforcement personnel since 2006. There is no evidence or other indication that a change in the employee contribution rate is anticipated for law enforcement in the future. (Union Exhibit 2) This proposal, therefore, appears speculative and can not be recommended based on the evidence presented at hearing.

The OPBA argues that Liberty Township will not be able to attract qualified Patrolmen with a dramatically lower wage scale. Considering the layoffs that may be expected from other communities and the overall job market, that concern may not be well founded. The Fact-Finder, however, acknowledges that such a problem could occur and has provided for such a contingency by permitting Liberty Township to hire employees on a step system at such a step as it may determine is appropriate based on the qualifications and experience of the prospective employee to be hired. Article 8, Section 2, 3, 4 and 5 are recommended to read as follows:

**ARTICLE 8**

**WAGES**

Section 2. The hourly base rate of pay for Patrol Officers shall be as follows

		<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
<b>Patrolman</b>	Step 4	24.07	24.43	24.92
	Step 3	19.26	19.54	19.94
	Step 2	16.85	17.10	17.44
	Step 1	14.44	14.66	14.95

All employees on the payroll are as of the effective date of this Agreement are considered to be at Step 4. Employees may be hired at such step of the wage progression as the Employer may determine is appropriate based on their qualifications and experience and shall progress from step to step on their anniversary date of employment.

Section 3. A Probationary Patrolman is a first-year Patrolman. The probationary period for all Probationary Patrolman shall conform to Section 124.27 of the Ohio Revised Code.

Section 4. A shift differential shall be applied to an employee's regular hourly rate of pay for the following:

Employees working the "Afternoon Shift"	\$ .20 per hour
Employees working the "Midnight Shift"	\$ .30 per hour

Section 5.

- (1) The Township shall continue payments into the Pension System (PERS) at the applicable rate as set by the administrators of the system and as required under state law.
- (2) The Employer agrees to pay the employee's share of the Public Employees' Retirement System contribution for employees having three (3) or more years of service.

**DISCUSSION OF THE INSURANCE ISSUES**

The current collective bargaining agreement provides for an 8% contribution toward health care by employees with a cap on family contributions of \$ 110.00 per month which is

set to expire on December 31, 2010 and which has no cap on employee contributions toward single coverage and no deductible. The OPBA proposes that the contribution rate remain at eight percent (8%); that the cap on employee contributions toward family coverage continue to be capped at \$ 110.00 per month and that there be a cap on employee contributions toward single coverage at \$ 28.00 per month. The OPBA has also proposed an additional “me too” provision with respect to health insurance.

Liberty Township proposes that employees contribute 10% toward coverage in 2011, 12% in 2012 and 14% in 2013 with no cap on employee contributions and with a five hundred dollar (\$ 500.00) deductible. Liberty Township proposes, in the alternative, “health care benefits as provided by Boardman Township Police or the City of Youngstown Police”.

The Fact-Finder will not consider the Liberty Township proposal offering health care coverage provided by the Boardman Township Police or the City of Youngstown Police since there was insufficient contract language to evaluate that proposal. The remaining proposals regarding health care have been considered.

The Fact-Finder for the Fire Unit recommended a ten percent (10%) employee contribution for the duration of the collective bargaining agreement with a cap of \$ 125.00 on employee contributions for the first year of the collective bargaining agreement and also recommended a re-opener with respect to health insurance at the end of the first contract year. Liberty Township did not propose a higher employee contribution rate or a deductible for the Fire Unit. It is hard for this Fact-Finder to recommend an insurance package for the Police Unit which is less favorable than the package Liberty Township proposed for the Fire Unit.

The Fact-Finder therefore recommends that employees pay ten percent (10%) of the premium for single and family coverage; that there be no deductible and that there be a cap of \$ 125.00 per month for “coverage” during the first year of the collective bargaining agreement. The word “family” is recommended to be deleted to avoid the possible absurdity of a person

with “Employee and Dependent” coverage paying more than a person with “family” coverage. (Example: Assume Employee and Dependent coverage costs \$ 1,300.00 per month and family coverage costs \$ 1,500.00. The person with employee and dependent coverage would pay \$ 130.00, while the person with family coverage would pay \$ 125.00 because the cap, as stated had applied to “family” coverage only.)

The OPBA “me too” proposal appears to duplicate the language of the existing Section 8. It is therefore is not recommended for inclusion in the collective bargaining agreement.

There are references in the 2007 Agreement to two (2) “re-openers” for health care issues. There is an express re-opener mentioned in Section 3 which is triggered by a twenty-five percent (25%) increase in the health care premiums. There is also a reference to a re-opener in Section 2. That reference appears to be an error in the collective bargaining agreement, a reference relative to a re-opener provision which had been in Section 2 of a prior collective bargaining agreement. It is recommended that the reference to that re-opener provision be deleted.

Since in these negotiations, or lack thereof, there was no real opportunity to discuss the important issue of health care, it is recommended that the “trigger” for a contract reopener regarding health care in Section 3 care be lowered to ten percent (10%).

Finally, since neither party has provided an Appendix A, the recommended language has been amended to require the continuation of “current coverage”. The language of Article 9, therefore, is recommended to read as follows:

## **ARTICLE 9**

### **INSURANCE COVERAGE**

Section 1. The Employer will provide and pay the premium for a life insurance policy for each employee in the amount of thirty-five thousand dollars (\$35,000.00).

Section 2. The Employer shall continue to provide full time bargaining unit employees and their eligible dependents the current major medical, dental and vision insurance coverage. Effective upon execution of this Collective Bargaining Agreement and for the duration of this agreement, bargaining unit employees, covered under the employers health insurance plan, as defined in Appendix A, shall pay an employee health insurance contribution (of the total combined cost coverage for major medical; vision and dental) according to the following schedule:

Single: 10% of yearly premium

EE/Dep(s): 10% of yearly premium

EE/Spouse: 10% of yearly premium

Family: 10% of yearly premium

Payments will be made through bi-weekly payroll deductions, calculated as follows:

Total health insurance monthly premium costs multiplied by 12 months; then multiplied by yearly employee % contribution; then divided by 26 bi-weekly pay periods.

Employees may opt-out of vision and/or dental coverage to reduce their contribution costs. In addition, employees may elect to opt-out of health insurance coverage and receive a monthly stipend as allowed by Township resolution, provided the employee qualifies for the monthly stipend.

The employee contribution for coverage shall be capped at \$125.00 per month (\$57.69 bi-weekly payroll deduction) during the first year of this agreement.

Section 3. In the event the yearly cost to provide a Maintenance of Benefits without any decrease in benefits of any kind to the employees, paid by the Employer, to the Health Insurance premiums, increases in excess of ten percent (10%) of the previous year's premiums costs, the Employer may request to re-open the agreement to negotiate with the OPBA necessary provisions to maintain fully paid monthly premiums by the Employer.

Section 4. At least four (4) months prior to the renewal date of each hospitalization plan, a "Township wide Health Insurance Review Committee" shall be convened by the Board of Trustees to review the current hospitalization plan. This committee shall review the plan in effect and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. The committee shall meet at least quarterly. This committee shall consist of six (6) members from the following:

One (1) representative from the IAFF

One (1) representative from the OPBA

One (1) representative from the Teamsters

Three (3) representatives appointed by the Board of Trustees

Section 5. These committee members shall be selected and/or appointed at the sole discretion of their respective organization. The Chairperson shall be determined from one of the three (3) appointees from the Board of Trustees. The Committee shall, at its first meeting, establish rules and regulations for governing the committee. However, the rules and regulations shall provide that each of the six (6) members shall have one (1) vote and that a majority vote will be controlling. Each representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

Section 6. The Township shall provide and pay charges for surgery to improve nearsightedness; farsightedness; and/or astigmatism that changes the shape of the cornea. Benefits shall include the facility fee and materials related to surgery. Covered surgeries may include but are not limited to excimer laser photo refractive keratotomy, heratomileusis and epikeraoplasty. This benefit is limited to the employee only. Employee dependants are not eligible for this benefit. This a one-time benefit subject to the calendar year deductible with coverage at 80% not to exceed a maximum amount of one thousand six hundred dollars (\$1,600.00) per eye per lifetime by the Township, with any remaining expense or portion thereof to paid by the employee.

Section 7. The Township shall provide and pay nine hundred dollars (\$900.00) towards orthodontic appliances for dependants up to the age of eighteen (18) years of age.

Section 8. Members of the Bargaining Unit will not pay higher premiums for health care coverage than any other member/participant of the Liberty Township health care plan. Police Bargaining Unit Members shall have coverage equal to any other member/participant of the Township's health care plan.

## **DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL REGARDING PART-TIME EMPLOYEES**

Liberty Township proposes that it be permitted to have up to five (5) part-time officers to cover unscheduled absences of bargaining unit employees and other contingencies. Liberty Township points out that the Fire Unit has had part-time employees for the last seven (7) years.

The OPBA opposes the proposal of Liberty Township, complaining of an erosion of the bargaining unit and expressing concerns that such officers would create a “revolving door” where such employees would be constantly entering and exiting the work force causing inefficiency and constant training costs.

Erosion of the bargaining unit aside, there is a considerable difference between police and fire in terms of the practicalities of part-time employees. The part-time employees in the Fire Unit serve as the fourth man on a crew and are regularly scheduled. A part-time employee who is regularly scheduled has more of an incentive to remain in employment than a person who is only called as needed so is less likely to leave and create a revolving door situation. The part-time employees of the Fire Department are not off on their own since they are part of a crew. Part-time employees of a fire department can more easily be trained on idle time than a police officer. Fire Department employees, moreover, do not have to deal with the public on a day to day basis in pressure situations. In light of these considerations, the proposal of Liberty Township to have part-time employees is not recommended.

#### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 10, OVERTIME, SECTION 5**

The OPBA proposed language relative to the offering of scheduled voluntary overtime and unscheduled overtime as follows:

Section 5. Scheduled voluntary overtime shall be offered, starting with the most senior patrol officer.

When a patrol officer absence creates an overtime slot, the overtime opportunity shall be offered in the following manner

- 1) Voluntary call in from the list of Patrol Officers starting with the most senior officer.
- 2) If no volunteer, then offered to supervisors on a volunteer basis.

The main thrust of the OPBA complaint appears that Sergeants are being called to fill Patrolman slots in violation of the existing stated policy. Provided at hearing was the Liberty

Police Department Call Out Sheet which detailed a procedure to be followed in case of Call Outs. The OPBA indicated that said procedure would be acceptable. Therefore, the language of Section 5 is recommended to read:

**Section 5.** When a patrol officer absence creates an overtime slot, the overtime opportunity shall be offered in the following manner

1. Call by seniority the patrol officer(s) scheduled off that day.
2. Call by seniority the patrol officer(s)
3. Call other personnel.

The list of calls is limited to the scope of the collective bargaining agreement. The language, further, is intended only to deal with daily call outs, and not scheduled overtime, leaving in place the current practice with respect to the same.

#### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 11, SECTIONS 5, 6 AND 7**

The OPBA has proposed language in Sections 5, 6 and 7 of Article 11, Grievance Procedure aimed at preventing discipline being implemented prior to the grievance protesting that discipline has been resolved.

**Section 5.** Discipline shall not be implemented until either:

1. the matter is settled, or;
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld at or a different penalty is determined at Arbitration.

**Section 6.** If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented except as provided in Section 5, until the matter is settled or the arbitrator renders a determination.

**Section 7.** An employee may be suspended with pay at any time during the process. The suspension without pay may be imposed subsequent to the Arbitrator's decision or at any time in the process if the proposed discipline will lead to the discharge of the employee.

The concern raised by the OPBA was that the delay inherent in processing grievances where an employee is faced with an extensive period of time without pay, could be utilized as a means to intimidate the employee into accepting discipline which was unwarranted. The solution proposed by the OPBA, however, goes too far in allowing the same kind of abuses on the part of the grievant or the union, where the grievant or the union may delay the process to allow a person who deserves discipline to remain on the payroll until the grievance procedure is exhausted. Such a procedure, further, may encourage the filing of grievances which the grievant knows to be frivolous. The cost of such a procedure for such a small bargaining unit, moreover, would be prohibitive. One employee is 12.5% of the bargaining unit. The cost of paying an employee for a year while the grievance is processed would be equal in cost to a 12.5% wage increase for the bargaining unit.

Liberty Township and the OPBA should want only arguably meritorious grievances to be processed. Both parties should also want a procedure under which neither party gains an advantage by delay.

There are some unnecessary delays in the Grievance Procedure which can be eliminated. The first avoidable delay is found in the entire first step of the grievance procedure. Where an employee has been discharged, the decision for that discharge is made by the Chief of Police. It is assumed that such a decision is not made lightly and is based on extensive investigation. Therefore, it would be somewhat unreasonable to expect the person making the decision to overrule himself. By eliminating the first step in the Grievance Procedure in the cases of discipline or loss of pay, three (3) sets of seven (7) work days of potential delay are eliminated; the seven (7) workdays for the setting of the first step grievance meeting, the seven (7) work days for the first step grievance answer and the seven (7) work days for the filing of the Step 2 grievance, eliminating approximately one month from the time period. The timelines within Step 2 can also be shortened, requiring the grievance meeting to be held in five (5) rather than seven (7) workdays and the answer to be given within five (5) work days rather than seven (7) work days.

The final delay which could be eliminated would be in the arbitration procedure. In a normal arbitration procedure, the parties may be forced to select an arbitrator who would not be available for up to three (3) months. That arbitrator, further, may not be prepared to handle a case involving a bench decision. Under the Expedited Arbitration Rules, arbitrators must be willing to hear a case within thirty (30) days and render a decision without briefs or transcripts within seven (7) days of hearing.

Under the Rules of the Federal Mediation and Conciliation Service and under the current collective bargaining agreement, an arbitrator has sixty (60) days from the close of the hearing in which to issue his award. In a typical arbitration case, there is a one month delay for briefs. Using the recommended procedure could result in a case coming to decision six (6) months earlier or \$ 50,000.00 worth of back pay liability. In addition, the costs of presenting the arbitration would be far less. The following language, therefore is recommended to be placed in the Grievance Procedure:

#### Section 6

In the case of grievances involving loss of pay, such as discharge, disciplinary suspension without pay, administrative or investigatory suspension without pay or layoff/removal from the schedule, a grievance may be filed, in writing, to the Township Administrator within seven (7) workdays after the event giving rise to the grievance. The parties shall meet at a mutually convenient time, within five (5) workdays after the employee has filed the grievance. The Trustees shall give the answer, in writing, to the OPBA and the aggrieved employee within five (5) workdays after the grievance meeting has been held. At the option of the Union, arbitration shall proceed under the expedited arbitration rules of the Federal Mediation and Conciliation Service. Otherwise, demands for arbitration of such grievance shall be processed under Step 3 of the Grievance Procedure.

#### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 11, SECTION 8**

The OPBA proposes language to limit the use of prior events in imposing discipline against employees, proposing language which stated:

Section 8. In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the Employee which occurred more than eighteen (18) months preceding the current charge.

The OPBA, at hearing, amended its proposal to seek to prevent Liberty Township from relying on conduct which occurred more than eighteen (18) months prior to the current charge in imposing discipline where the prior discipline had not resulted in a suspension and to prevent Liberty Township from relying on conduct which occurred more than twenty-four (24) months prior to the current charge in imposing discipline where the prior discipline had been a suspension

Liberty Township expressed no specific objection to the OPBA proposal, therefore, it is recommended that Article 11, Section 8 of the collective bargaining agreement be amended to read:

Section 8. In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the Employee or any conduct which occurred more than two (2) years preceding the current infraction where such prior conduct resulted in a suspension and shall not take into account any previous disciplinary action rendered against the Employee or any conduct which occurred more than eighteen (18) months preceding the current infraction where such prior conduct resulted in discipline less than a suspension.

**DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL, ARTICLE 12, SECTION 2**

Liberty Township has made a proposal, considered a proposal of language to add to Article 12, Holidays, Section 2 which would deny holiday pay to employees who work the Holiday, but who call off sick on the day immediately before or after the holiday:

Any officer calling off sick in the day immediately before and or after a scheduled holiday and working on the holiday shall forfeit the holiday pay and receive straight time for the holiday. Officers taking a vacation day or accumulated time day on the day and or after a scheduled holiday and works the holiday will receive holiday pay.

The stated rationale for the Liberty Township proposal was to curb the abuse of sick time during holidays. Liberty Township, however, could not cite a single instance where an employee actually had worked a holiday and called off sick either the day before or day after the holiday. Therefore, this proposal must be rejected.

#### **DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL, ARTICLE 12, SECTION 4**

Liberty Township has made a proposal, considered a proposal to add a new section, Section 4, to Article 12, Holidays, which would allow Patrolmen, in order of seniority to elect not to work the holiday, subject to minimum staffing requirements. The concept advanced by Liberty Township appeared acceptable to the OPBA and appears to be a good intentioned proposal with a purpose to provide a benefit to employees while saving money for Liberty Township. The opportunity for a Patrolman to take the holiday off should be based on staffing needs. Different holidays, however, may have different staffing needs, depending upon the circumstances present at the time of the holiday. For example, based on the probable conduct of the public, New Year's Eve in 2013 probably should not be treated as a "normal" weekday. There may also be disputes as to the definition of "minimum staffing". It is therefore recommended that Liberty Township determine minimum staffing for the particular holiday and then offer the opportunity to take the day off to Patrolmen in order of seniority. It is therefore recommended that the language of Article 12, Section 4, Holidays, read as follows:

Subject to minimum staffing requirements, scheduled employees, in order of seniority on the given shift on the holiday in excess of the minimum staffing requirements, will be offered the opportunity not to work the holiday. The employer shall make the offer as soon as practicable prior to the holiday.

**DISCUSSION OF OPBA PROPOSAL, ARTICLE 14, SECTION 3**

The OPBA proposes changes to the sick leave payout upon retirement, allowing employees hired after April 1, 1989 to be eligible for the payout, increasing the percentage of the payout to 50% from 33 1/3% and eliminating the cap of 960 hours, proposing language which states:

Section 3. Any employee who becomes totally disabled or retires, shall receive a cash payment for 50% of the unused portion of his or her sick leave.”

Neither party provided a costing for the proposal. Obviously, there must be some cost, if not a very substantial cost. In light of the other economic factors, any additional cost can not be justified at this time.

**DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL, ARTICLE 14, SECTION 3**

Liberty Township has made a proposal, considered a proposal of language relative to Article 14, Section 3 under which employees would earn sick leave incentive pay only if the employee failed to use any sick leave, worker’s compensation leave or leave of absence for an entire contract year, proposing:

In the event that an employee does not use any sick leave, worker’s compensation, or leave of absence for the contract year, the employee shall be entitled to a sick leave bonus in the amount of \$ 600.00 payable to the officer in the first payroll of the following year.

Employers long ago determined that offering a sick leave incentive only for a complete year of perfect attendance was no “incentive” at all. People, generally, can not imagine early in a year that they would not miss a single day, therefore, there is no incentive not to miss a day when marginally ill on a given day early in the year. Once that day is missed, the incentive obviously disappears. The cost to Liberty Township of the incentive for one employee is \$ 66.23 a month. (\$ 50.00 x 1.2987) The cost of one (1) day of absence covered by overtime rates is

about five and a half times as much. ( $\$ 23.77 \times 8 \times 1.5 \times 1.2897 = \$ 367.10$ ). This proposal can not be recommended. While intended as a cost-savings proposal, it is clearly “penny-wise and pound foolish”, in other words, counterproductive.

#### **DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL, ARTICLE 14, SECTION 4**

Liberty Township has made a proposal, considered a proposal of language for a new section in Article 14, Section 5 under which employees would be required to provide written certification verifying that call off for sick days of less than three (3) consecutive days is for an illness:

Add a provision that requires written certification from each officer verifying that call off for sick days of less than three consecutive days is for an illness such written certification being prior to or after sick days off.

The requirement to provide written certification to verify that a call off for sick days of less than three (3) consecutive days is not a part of the IAFF contract. The Fact-Finding Report for the Fire Unit indicates that such a requirement was not even proposed by Liberty Township to be included in the IAFF contract. Such a requirement may be warranted where an **individual** has established a pattern of sick leave abuse by having numerous one day absences following days off. In this instance, there is no evidence at all that any member of the OPBA unit has abused sick leave. This proposal of Liberty Township can not be recommended.

#### **DISCUSSION OF ARTICLE 17, UNIFORM ALLOWANCE PROPOSALS**

The OPBA has made proposals which it claims properly states the past practice of the parties. In Section 1, the OPBA, proposes that employees not be responsible for the cost of replacing certain accessories damaged in the line of duty. In Section 2, the OPBA, proposes to maintain the current level of compensation for Uniform Allowance, clarifies that the Uniform Allowance is furnished for both purchase and maintenance of uniforms and makes payment

Mandatory on or about April 1<sup>st</sup> of each year without regard to the date of passage of the Liberty Township Budget. In Section 4, the OPBA, proposes to continue the past practice with respect to the providing of certain accessories for hand guns provided by Liberty Township. In Section 5, the OPBA, proposes to continue an alleged past practice with respect to providing equipment. Liberty Township proposes that Uniform Allowance be through a reimbursement system by approved vendors so that the Uniform Allowance is spent on uniforms.

Liberty Township did not assert that the OPBA was incorrect as to the alleged past practices. The OPBA contended that the Uniform Allowance is not utilized solely for the purchase of uniforms, but, also for maintenance, laundering and dry cleaning. The OPBA, however, did not provide a rationale or explanation of the proposed change regarding the timing of the payment of Uniform Allowance. Liberty Township did not establish a substantial reason to change the past practice. Therefore, it is recommended that Article 17, Uniform Allowance, read as follows:

Section 1. All employees granted an annual uniform allowance are responsible for replacement of all damaged and/or worn clothing or uniform articles with the exception of the ballistic vest damaged in the line of duty and duty belt and attachments. (i.e., handcuff case, pepper spray case.).

Section 2. The Township will provide all sworn full-time officers who have completed not less than one (1) year service, a uniform allowance of \$ 775.00 for uniform purchase and/or maintenance.

This allowance check will be provided to each eligible officer after the passage of the Township's permanent budget, and should be available on or about the April 1<sup>st</sup> of each year.

Section 3. In the event an item of any designated uniform/equipment changes, the Employer shall provide the initial issue of that item(s).

Section 4. The Township shall provide all full-time police officers with semi automatic pistols with the appropriate holster and ammo leather that will hold at least two (2) clips.

Section 5. The Township shall continue to provide the equipment that was provided as of January 1, 2002. Any new issue or replacement shall be the complete set

needed for the officer to carry and utilize in the manner it is now being used. Said equipment shall be replaced by the Township as needed through regular wear and tear or damaged in the line of duty.

### **DISCUSSION OF ARTICLE 30, COURT TIME CALL-OUT PAY PROPOSALS**

The OPBA has proposed in Section 1 that employees called to appear in Court pay be automatically compensated at overtime rates. The OPBA has proposed a new subsection 5 in Section 2 which would forbid Liberty Township from assigning other duties to employees when assigned to court to testify. (Note: The language proposed by the OPBA shows the old Subsections 1 through 4, as Subsections 6 through 9 with the new proposed Subsection 5 as Subsection 10. It is assumed that this is a typographical error) The OPBA has also proposed a change in Section 3 that employees called out be automatically compensated at overtime rates. Liberty Township has proposed that the Court Time guarantee be reduced to two (2) hours at straight time and that the minimum Call-Out time be eliminated. Liberty Township has also proposed language that would entitle it to schedule a detective to appear in court as the representative of the Police Department for Initial Appearances and Pre-Trials.

It is recommended that there be no change in the Court Time and Call-Out Pay Article. The required minimum hours are reasonable in light of the fact that employees are not compensated for their travel time and the fact that they should be compensated for the loss of free time. In most cases, the hours worked for Court Time or Call-Out will be beyond the normal work week and will be at overtime rates. Liberty Township has not provided any evidence of the cost savings for its proposal to reduce the minimums.

The proposals of Liberty Township to define under what circumstances employees will or will not be called for Court Duty must also be rejected. It is already the right of management to determine whether it will be an officer or a detective or a supervisor who will be called to represent Liberty Township at court. It is understandable that Liberty Township would want the power to assign a detective to such duties. In a department of seven (7) men, it would be a major problem if there are three (3) officers subpoenaed on the same court day, all of whom would be

compensated at the Court Time minimum while some other officers may be called at overtime rates to cover their regular assignments. There are several caveats. If a Prosecutor or Court subpoenas a Patrolman relative to his function as an officer for Liberty Township in a criminal proceeding, the Patrolman must attend and his attendance would be considered Court Time. Further, just because Liberty Township has the power to determine who to send to Court where there is a generic subpoena which only seeks a "Representative of the Department" does not mean it is a good idea to send a Detective or Supervisor who may not be able to fully explain the facts.

Finally, the Fact-Finder must reject the language proposed by the OPBA which is purported to represent the ruling of Arbitrator Gardner in Case No. 11-50002-8. The language proposed by the OPBA goes well beyond the ruling of the arbitrator, forbidding Liberty Township from ordering a Patrolman to perform "any function or duty" other than appearing in court when assigned to court to testify. The award of Arbitrator Garner is limited to forbidding Liberty Township to assign bargaining unit employees to transport and/or guard prisoners when the employee has already worked forty hours and indicates that the alleged increase in duties should be left to bargaining:

However, **if an officer has already worked his forty (40) hours**, then adding duties not specified in the CBA is unreasonable. If there is an increase in duties, it should come by way of bargaining.

Fact-Finding is "bargaining". The Fact-Finder, finds that the proposed language of the OPBA should not be included in the collective bargaining agreement.

### **DISCUSSION OF LIBERTY TOWNSHIP PROPOSAL, ARTICLE 31, SECTION 15**

Liberty Township has made a proposal, considered a proposal to delete Article 31, Section 15, Firearms Qualification Bonus. As stated in the discussion of Article 8, Wages, the intent of this recommendation is to create a "Standard of Living Freeze" where employees

would maintain the same standard of living, after adjustment for increases in the cost of living. The proposal of Liberty Township to eliminate the Firearms Qualification Bonus, being a proposal for more than a one and one half percent (1 ½%) wage decrease for current employees is inconsistent with that intent and is not recommended. A savings could be recommended for future employees on a “wage scale” rather than “two tier” concept where new employees would effectively not receive the bonus during the term of the proposed collective bargaining agreement. The recommended changes in Article 31, Section 15 are to eliminate the reference to the effective date, and to provide that only employees who have attained Step 4 of the Wage Scale receive the bonus, the provision to read as follows:

Section 15. Each Patrol Officer who has attained Step 4 of the Wage Scale and who passes the OPOTA firearm qualification course, required for all Liberty Township Patrol Officers, shall receive an annual Firearm Proficiency Pay. This payment shall be \$750.00. Annual payment shall be made on or about July 1<sup>st</sup> of each year.

**DISCUSSION OF OPBA PROPOSAL, ARTICLE 33, SECTION 2**

The OPBA proposes language that would require Liberty Township to maintain a roster of no less than twelve (12) Patrol officers and to maintain express minimum staffing levels for each given shift and day:

Section 2. Minimum Staffing and critical shift staffing: The department shall maintain a roster of no less than twelve (12) patrol officers at all times. The Department shall adhere to the following schedule:

Minimum number of officers per shift:

	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.
Day Shift:	2	2	2	3	3	2	2
Afternoon Shift:	3	3	3	3	3	3	3
Midnight Shift:	2	2	2	2	3	3	3

While the OPBA proposal, as written, would imply that the prior Section 2 of Article 33 would be replaced by the above language, context indicates that the intent of the proposal was to insert an additional section into the collective bargaining agreement, since the existing section 2 deals with different issues. In any event, the Fact-Finder recommends that the prior language of Section 2 remain unchanged, regardless of the recommendation with respect to the proposed new Section 2.

The OPBA points out that as recently as three (3) years ago, there were fourteen (14) Patrol Officers and that there are now only seven (7) who are actively employed and seeks to have Liberty Township employ five (5) additional Patrol Officers. Ballparking the annual cost of each officer under current contract compensation to be approximately \$ 100,000.00 (\$ 62,000.00 average total compensation x 1.2897 (OPERS) + \$ 12,000.00 family health insurance plus additional vehicle and uniform costs), the cost of the OPBA proposal would be prohibitive, approaching a half of a million dollars. (\$ 500,000.00) If only the critical shift staffing proposal were accepted, there would have to be eleven (11) officers to staff fifty-four (54) shifts at straight time, approximately an increase of four hundred thousand dollars. (\$ 400,000.00) In light of cost of this proposal, it must be rejected.

### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 33, SECTION 3**

The OPBA proposes that the language of this section be amended to make actions of the Chief with respect to changes in shift/job assignments grievable by eliminating language which states that the decision of the Chief with respect to such matters would be final. The OPBA proposes that the language of this section read as follows:

Section 3. Any changes in shift/job assignments shall be made only in the best interest of the Township and operational needs of the Department.

Liberty Township expressed no specific objection to the proposed language. Liberty Township, further, presented no counter-proposal.

Shift preference, in these days of households having two (2) working parents, is a valuable benefit, perhaps nearly as valuable as employment itself, since being assigned to a shift which an employee would be unable to work would be tantamount to being discharged. It is understood that operational needs of the Police Department are paramount, but current language allows possible abuses of power, since the language limiting the power to make changes in shift/job assignments is illusory where the action taken would not be subject to the grievance procedure. It is therefore recommended that the language making the decision of the Chief final be deleted.

The OPBA and the bargaining unit must understand, however, that this recommendation is based on the assumption that the “work first and grieve later” rule must be followed. The OPBA and the bargaining unit must understand also that they would bear a fairly substantial burden to prove that actions taken were not taken in the best interests of the Police Department and the operational needs of the Police Department.

#### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 33, SECTION 7**

The OPBA, in the first portion of its proposal for Article 33, Section 7, has proposed language which would require the filling of vacancies and forbidding the filling of vacancies on a temporary basis for more than six (6) months:

Section 7: No position shall remain vacant, unless abolished, or be filled on a temporary basis in excess of six (6) months.

There are two (2) aspects of the first sentence of the OPBA proposal; the requirement to fill vacancies and the prohibition against filling vacancies on a temporary basis. The question of whether or not to fill a vacancy appears to be a matter within the statutory management rights of Liberty Township under Ohio Revised Code Section 4117.08(C). While the question of permitting the filling of a position

on a temporary basis seems to be within the realm of bargaining, there was insufficient justification alleged by the OPBA to require the proposed language to be included in the collective bargaining agreement.

The OPBA, in the second portion of its proposal for Article 33, Section 7, has proposed language which would require promotions to be made pursuant to law and Section 3 of the Article

:

All promotions shall be made pursuant to applicable provisions of Ohio Revised Code Chapter 124, et seq., and Section 3 of this Article.

It is a legitimate concern of the OPBA that promotions be handled in a manner which is in the best interests of the township and in a manner which is not arbitrary and capricious.

Therefore, it is recommended that the language of Article 33, Section 7 read:

Section 7 All promotions shall be made pursuant to applicable provisions of Ohio Revised Code Chapter 124, et seq., and only in the best interest of the Township and operational needs of the Department.

#### **DISCUSSION OF OPBA PROPOSAL, ARTICLE 35 – DURATION**

The OPBA has proposed a three (3) year collective bargaining agreement, but has added a provision in the Duration Clause stating:

... and the contract shall remain in full force and effect until a successor agreement is reached or upon final binding conciliation.

It is questionable whether a provision which extends the collective bargaining agreement beyond three (3) years with no fixed expiration date would be permissible under the State Collective Bargaining Law. The OPBA, moreover, has cited no justification for the provision. Liberty Township has made no proposal regarding duration, but, it is assumed that it does not

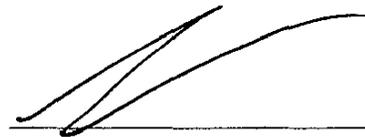
object to a duration of three (3) years. Therefore, it is recommended that the Duration Clause read as follows:

Article 35

Duration

This Agreement shall be retroactive to January 1, 2011 and shall continue in full force and effect until December 31, 2013. The Agreement shall extend automatically for an additional year unless either party, on or before sixty (60) days prior to the Agreement expiration date, gives notice to the other party in writing of a desire to renegotiate all or any part of the Agreement. In such cases, negotiations shall ensue within a reasonable period of time. The parties if they so desire may agree to contract extensions.

Respectfully submitted,



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/s/ GREGORY J. LAVELLE  
27346 Edgepark Boulevard  
North Olmsted, Ohio 44070  
(440) 724-4538  
[lavellearb@aim.com](mailto:lavellearb@aim.com)

CERTIFICATE OF SERVICE

A true copy hereof was sent to Liberty Township by electronic mail at [ungaro@libertytwp.com](mailto:ungaro@libertytwp.com) and to Counsel for Liberty Township by electronic mail at [markfinamore@aol.com](mailto:markfinamore@aol.com) and to the OPBA by electronic mail at [attyhostler@yahoo.com](mailto:attyhostler@yahoo.com) and to the State Employment Relations Board by regular mail this 27<sup>th</sup> day of December, 2010.



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GREGORY J. LAVELLE

*Gregory J. Lavelle*

ATTORNEY AT LAW AND ARBITRATOR

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Email: Lavellearb@aim.com

STATE EMPLOYMENT  
RELATIONS BOARD

2010 DEC 28 A 11: 36

December 2, 2010

State Employment Relations Board  
65 East State Street, Suite 1200  
Columbus, Ohio 43215-4213

Re: Ohio Patrolmen's Benevolent Association and Liberty Township  
10-MED-09-1221

Dear Sirs,

Enclosed please find copies of the Report and Recommendation of the Fact-Finder in the above matter. If you have any questions, please feel free to call.

Thank you for allowing me the opportunity to serve you.

Sincerely,



GREGORY J. LAVELLE

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