

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

<b>IN THE MATTER OF FACT-FINDING BETWEEN:</b>	*	<b>Case Nos.</b>
	*	<b>2013-MED-08-0889 (Dispatchers)</b>
	*	<b>2013-MED-08-0890 (Patrol Officers)</b>
<b>OHIO PATROLMEN'S BENEVOLENT ASSOCIATION</b>	*	<b>2013-MED-08-0891 (Sergeants)</b>
	*	
<b>"Employee Organization/Union"</b>	*	
	*	
<b>and</b>	*	
	*	
<b>PERRYSBURG TOWNSHIP BOARD OF TRUSTEES</b>	*	
	*	
<b>"Employer"</b>	*	

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**REPORT OF FACT-FINDER  
AND RECOMMENDATIONS**

**DATE OF REPORT AND DATE OF TRANSMISSION: June 26, 2014**

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**I. INTRODUCTION.**

This matter comes before the Fact-Finder as a result of a notification dated January 31, 2014 by the State Employment Relations Board (“SERB”) advising the parties of the Fact-Finder’s appointment. The fact-finding protocol is between the Ohio Patrolmen’s Benevolent Association and the Perrysburg Township Board of Trustees. However, unlike other possible situations, the instant fact-finding is proceeding under three separate units, each being represented by the Ohio Patrolmen’s Benevolent Association (hereinafter referred to as “OPBA”) and which are separately identified by SERB, to wit, Case No. 2013-MED-08-0889 (Dispatchers), Case No. 2013-MED-08-0890 (Full-Time Patrol Officers and Patrolmen Detectives) and Case No. 2013-MED-08-0891 (Sergeants).

On May 16, 2014, the parties met with the Fact-Finder at the Perrysburg Township Administrative Offices located at 26609 Lime City, Perrysburg, Ohio 43551. Prior to the scheduling of fact-finding, the parties had engaged in negotiations pertaining to new Collective Bargaining Agreements on August 27, October 2, November 15 and December 14, 2013, and February 10, 2014.

The Fact-Finder received and has taken into consideration the numerous exhibits and materials presented by both parties, including the parties’ respective pre-hearing position statements and the current Collective Bargaining Agreements between the parties for each of the above-noted three units which were effective from January 1, 2011 through December 31, 2013. Although not every exhibit or document has been enumerated or analyzed in this Report, the Fact-Finder has reviewed each and, in some instances, will be addressing the issues in summary fashion. In that context, the Fact-Finder would be remiss if he did not commend the representatives of both the Union and the Township for their presentation, their efforts and the materials presented.

In addition to the representatives identified on the face sheet of this Report, the following were also present and participated:

On Behalf of OPBA:

Monica Gottfried, OPBA Sergeant Unit  
Aaron Lentz, OPBA Patrol Union  
Scott Moskowitz, OPBA Patrol Union  
Morgan Donnell, OPBA Dispatcher Union  
Jessica Mikolajczyk, OPBA Dispatcher Union

On Behalf of the Township:

Walter Celley, Township Administrator

In addition to the material presented and the arguments of the parties, the Fact-Finder has also taken into consideration the statutory guidelines enunciated in Revised Code §4117.14(C)(4)(a) through (f). In particular, Subsection (e) states in pertinent part: “In making its recommendations, the fact-finding panel shall take into consideration the factors listed in divisions (G)(7)(a) to (f) of this section.” Subsection (G)(7) identifies the considering factors as:

- “(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.”

Consistent with the provisions of Revised Code §4117.14(C)(4)(e) and (G)(7)(a)-(f), SERB has set forth similar standards in Administrative Code 4117-9-05(J) and (K)(1) through (6).

Additionally, the Fact-Finder should specially note the fact-finding report filed on May 16, 2014 (but after the instant fact-finding hearing) submitted by Fact-Finder Betty R. Widgeon in the matter between International Association of Fire Fighters, Local 4170 and Perrysburg Township, SERB Case No. 2013-MED-09-1015. Because of the issues involved and the obvious proximity of the two fact-finding proceedings, this Fact-Finder considered it relevant and important to postpone any final analysis of the instant cases until the preparation and submission by Fact-Finder Widgeon of her Report. Subsequent to the issuance of the fire fighters' Report, the parties pursued some additional negotiations which further postponed the issuance of this Report.

## **II. BACKGROUND.**

Perrysburg Township is located in Wood County and, based on the 2010 census, has a population of 12,512. As previously noted, there are three separate bargaining units involved in the instant fact-finding, the Dispatchers under Case No. 2013-MED-08-0889 of which there are approximately six employees in the bargaining unit, Patrol Officers (which includes also Patrolmen Detectives) under Case No. 2013-MED-08-0890 of which there are approximately twenty employees, and the Sergeants Unit under Case No. 2013-MED-08-0891 of which there are approximately four employees.

## **III. INCLUSION OF CURRENT CONTRACT.**

Except as otherwise set forth in this Report and Recommendations, or as agreed to by the parties in writing, the Fact-Finder recommends retention of current contract language.

**IV. RESOLVED ISSUES.**

The parties have represented that they have reached tentative agreements on the following provisions:

Article 9 – Grievance Procedure

Article 10 – Discipline

Article 11 – Hours of Work and Overtime (Excluding Section 11.5)

Article 15 / Article 14 (Sergeants) – Layoff/Recall

Article 23 / Article 22 (Sergeants) – Injury Leave

Article 25 / Article 24 (Sergeants) – Holidays

Article 28 / Article 27 (Sergeants) – Wages (Section 28.4 only)

Article 32 / Article 31 (Sergeants) – Fitness for Duty

Article 37 / Article 36 (Dispatchers and Sergeants) – Fatal Force/Injured in Line of Duty

The Fact-Finder approves the representation of tentative agreements and, to the extent necessary, recommends approval of same and inclusion of those tentative agreements in any new contracts.

**V. UNRESOLVED ISSUES.**

**Article 11, Section 11.5 (Hours of Work and Overtime).** That section, entitled “Hours

Worked for Contractual Overtime,” presently states:

“For purposes of determining an employee’s eligibility for overtime, all hours in active pay status by the employee will be included. „Active pay status“ includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days and holidays. Other absences from work, paid or unpaid, shall not be considered „active pay status.“ There shall be no pyramiding of overtime compensation and/or premium pay.”

That language appears in all three contracts. The Union has proposed adding “compensatory time” to the definition of “active pay status.” The Union’s rationale as stated in its position statement states:

“The Union seeks the inclusion of compensatory time within the definition of „active pay“ status. Ironically, the one type of leave employees earn for actually

working is presently excluded from this list. It is fair and equitable to include compensatory time, which is time earned for working extra hours, in the definition of active pay status. Furthermore, other Township employees, such as the fire fighters, have their compensatory time off included in „active pay status“ for the purpose of determining overtime pay. The inclusion of compensatory time as hours in „active pay status“ would ultimately have a negligible effect on the Township“s budget.”

The Township“s basic position is that compensatory time off is not considered „hours worked“ for purposes of calculating overtime.

During fact-finding, the Union had argued that the Township“s fire fighters do include compensatory time in the definition of active pay status, however, such provision appears to have operated by virtue of “past practices” as the inclusion of compensatory time as “active pay status” was not in the fire fighters“ contract.

The Fact-Finder notes that this issue was likewise presented to Fact-Finder Widgeon in the fire fighters“ case (Case No. 2013-MED-09-1015). The Fact-Finder ultimately recommended at Page 5 of her Report: “The Fact-Finder recommends the Employer“s proposal, i.e. that *compensatory time* is excluded from calculation of overtime pay.” (Emphasis in original.) The Fact-Finder further stated at Page 6 of her Report:

“Not including compensatory time does not equate to a Union concession, as it has never been included in contract language. Although the parties“ *practice* has been to include compensatory time, the negotiated contract always officially excluded it. With respect to this issue, the Employer has been doing more than the contract required for 17 years. The Fact Finder finds that the Employer has given appropriate notice that compensatory time will no longer be included in overtime calculations.”

This Fact-Finder is of the view that it would be both illogical and inconsistent for compensatory time to be included in a new proposed Section 11.5 when the exact same issue is being excluded from the fire fighters“ contract. Accordingly, the Fact-Finder recommends retention of current contract language.

**Article 26 (Sergeants); Article 27 (Dispatchers and Full-Time Patrol Officers)**

**(Insurance)**. The issues raised in the instant fact-finding are again identical to the issues raised in the fire fighters' fact-finding. This Fact-Finder has reviewed the analyses and recommendations applicable to the insurance provisions pertaining to the fire fighters as well as Articles 26 and 27 pertaining to insurance coverage for the instant police units. This Fact-Finder could expend an inordinate amount of time and energy in analyzing the proposals of both the Union and the Township. Suffice to indicate, however, that this Fact-Finder is in accord with the recommendations by Fact-Finder Widgeon, not for reasons of simply "rubber stamping" her recommendations or that those recommendations "*ipso facto*" are applicable to the instant case but, rather, the matter of insurance coverages, contributions and related matters are common to both the fire fighters' union and the OPBA and their dealings with the Township. This Fact-Finder perceives that there is little, if any, justification to now differentiate niceties between the insurance plan applicable to one union versus that applicable to another union. Accordingly, the Fact-Finder recommends, consistent with the recommendation by Fact-Finder Widgeon, that Articles 26 and 27 of the police units be amended to provide as follows:

**Recommendation for Section 26.1:**

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (i.e., dental, vision, etc.) as **selected and approved by the Board, after receiving recommendations from the Insurance Committee**, under the terms of this Article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer, **through the Insurance Committee**, will notify employees of changes **at least thirty (30) days** in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

**Recommendation for Section 26.3 (HSA Funding):**

**Section 26.3. HSA Funding.** For the term of this Agreement, the Employer shall fund employee HSA accounts in amount that is **eighty percent (80%) of the applicable deductible amount**, subject to the limitations set by the Internal Revenue Service. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall then deduct from the employee's separation payments any excess monies that were initially credited based upon a full year's service that was not rendered (i.e., an employee retiring or leaving employment in June of a give year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

**Recommendation for Section 26.5 (Contribution Amounts):**

Perrysburg Township shall contribute eighty-five percent (85%) and its employees shall contribute fifteen percent (15%) of the base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through bi-weekly payroll deductions.

**Recommendation for Section 26.6 (Insurance Committee):**

Section 26.6. Insurance Committee.

- (1) The parties agree to continue to maintain an Insurance Committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union and Employer agree to participate in the committee.
- (2) The committee shall consist of no more than one (1) representative (or alternate) from each of the Township bargaining units, no more than one (1) non-bargaining unit representative (or alternate), and no more than five (5) representatives (or alternates) of the Employer, one of which will be a member of the Board of Trustees.
- (3) Each representative (or his/her alternate) shall have an equal right to participate in all discussions that come before the Committee.
- (4) Each member (or his/her alternate) shall have 1 vote on any proposal or decision made by the committee, with the proviso that each side holds no more than 50% of the vote. The Insurance Committee shall have the ability to recommend changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

(5) If the Board of Trustees does not accept and/or adopt the Insurance Committee's recommendation(s), the insurance benefits that are in effect at the time will remain in effect until such time as the Board approves a new recommendation from the Committee or a successor labor agreement is negotiated.

**Article 28 / Article 27 (Sergeants) (Wages).** As to the Sergeants, the Union has proposed increases of 4% effective January 1, 2014, 4% effective January 1, 2015 and 4% effective January 1, 2016, with the same recommended increases for dispatchers and patrol officers. The Township had proposed wage increases for each of the respective units of 1% effective January 1, 2014, 1.5% effective January 1, 2015 and 2% effective January 1, 2016. Again, without belaboring this issue and recognizing some degree of parity between the police and fire fighters, the Fact-Finder notes that Fact-Finder Widgeon in the fire fighters' fact-finding case had recommended increases of 1.5%/1.5%/2%. This Fact-Finder is of the view that such proposal is reasonable and, accordingly, recommends that each respective unit wage increases be amended to provide: Effective January 1, 2014 [with the agreed to wage schedule adhered to], a 1.5% pay increase for the first year of the Agreement, an additional pay increase of 1.5% effective January 1, 2015, and an additional pay increase of 2% effective January 1, 2016.

**Article 29 /Article 28 (Sergeants) (Training and Education).** Based on discussions occurring during fact-finding, the Fact-Finder recommends that Section 29.4 be amended to read: "An employee authorized to travel outside Perrysburg Township to attend a training session, seminar or conference shall be reimbursed for meals and gratuities not to exceed \$50.00 per day of the event."

\* \* \* \* \*

Executed at the City of Cleveland, Cuyahoga County, Ohio, this 26<sup>th</sup> day of June, 2014.

Respectfully submitted,

*/s/ Donald N. Jaffe*

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DONALD N. JAFFE  
Fact-Finder

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Report of Fact-Finder and Recommendations has been forwarded, via email transmission, this 26<sup>th</sup> day of June, 2014, on the following:

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