

**HAND DELIVERED**

STATE EMPLOYMENT  
RELATIONS BOARD

2006 SEP 18 P 4 18

**IN THE MATTER OF CONCILIATION  
BETWEEN**

<b>CITY OF SHEFFIELD LAKE</b>	)	<b>CASE NOS. 04-MED-10-1076</b>
	)	<b>04-MED-10-1077</b>
	)	<b>04-MED-10-1078</b>
<b>AND</b>	)	
	)	
	)	<b><u>OPINION AND AWARD</u></b>
<b>OHIO PATROLMEN'S BENEVOLENT</b>	)	
<b>ASSOCIATION</b>	)	

**JAMES M. MANCINI, CONCILIATOR**

**APPEARANCES:**

**FOR THE UNION**

**Kevin Powers  
Attorney at Law**

**FOR THE CITY**

**Sandy Conley  
Account Manager**

## SUBMISSION

This matter concerns conciliation proceedings between the City of Sheffield Lake (hereinafter referred to as the Employer or City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or Association). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. Conciliation proceedings were conducted on May 31 and July 21, 2006 in Sheffield Lake, Ohio.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation hearing, this conciliator attempted mediation of the issues at impasse. The issues remaining for this conciliator's consideration are more fully set forth in this report.

The bargaining units include five full-time sergeants, four full-time patrol officers and four dispatchers. This conciliator in resolving the dispute by selection between each of the party's final settlement offers has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14(G)(6)(7). Further, this conciliator has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

## **1. WAGES**

The Union's amended wage proposal is for across-the-board pay increases of 3% effective January 1, 2005; 3% effective January 1, 2006; and 3% on January 1, 2007. The City proposes wage increases of 2.5% plus a \$1,000 lump sum equity adjustment effective January 1, 2005; a 2.5% increase effective January 1, 2006; and a 2% increase effective on January 1, 2007.

The Union contends that its wage proposal is reasonable considering that the compensation paid to bargaining unit members falls well below the average of the area. The Union estimates that Sheffield Lake patrol officers currently are paid about 15% less than the average patrolmen in the region. The Union further cites SERB's annual wage report indicating that 3% wage increases are the statewide norm for police units. The Union maintains that the City has the ability to finance its wage proposal.

The City claims that due to a dramatic increase in healthcare premiums as well as a reduction in Local Government Funds and other revenue sources, its wage proposal is reasonable. The City points out that it would be consistent with that provided to the AFSCME bargaining unit. The City further maintains that its proposed wage increases will equitably compensate bargaining unit members in relation to similarly situation jurisdictions.

ANALYSIS – After careful review of the arguments and evidence presented by the parties, this conciliator selects the Union's final amended proposal. That is, there is to be a 3% wage increase retroactive to January 1, 2005; a 3% wage increase effective

January 1, 2006; and a 3% wage increase on January 1, 2007. Such wage increases would be in line with that recommended by the fact-finder herein. It is also supported by SERB's annual wage report which shows that 3% wage increases are the statewide norm for police units.

This conciliator finds that the wage increases which are being adopted herein are reasonable considering the relatively low pay received by the police unit in the City of Sheffield Lake as compared to others in the region. It was established that the current patrol officer's top wage of \$42,919 is the lowest paid in the area. It is approximately 15% below the average wage paid in the neighboring jurisdictions which include Amherst, Avon, Avon Lake, North Ridgeville, and Oberlin. The department's sergeants as well as dispatchers are also paid well below the averages provided to their counterparts in these neighboring jurisdictions. Therefore, it is clear that the wage comparables fully support this conciliator's conclusion that it would be appropriate for wages to be increased by 3% each year beginning with a retroactive increase to January 1, 2005. It should be noted that the parties agreed that this conciliator could issue such a retroactive wage award.

This conciliator recognizes that the City like other public sector employers in the area is facing financial difficulties. As indicated by the Finance Director, the City's carryover balance has been depleted over the past three years due to a decline in income tax revenue as well as increases in operational costs. However in May of this year, voters did approve an increase in the municipal income tax from 1.25% to 1.5%. As the Finance

Director stated, this will generate about \$400,000 in additional income tax for the City. This conciliator notes that such an increase in the income tax revenue will be offset to some extent by the elimination of the police and fire levies commencing January 1, 2007. However, the evidence indicates that the City will have the financial resources available to meet the additional costs associated with the 3% wage increases to be provided to the police units. It should be noted that the City itself seems to recognize the need for wage increases for the police units by proposing 2% to 2.5% wage increases for 2005, 2006 and 2007. It was estimated that the additional cost of the Union's final wage offer over that proposed by the City would amount to approximately \$40,000 over the three year term of the Contract. It is apparent that even considering the financial difficulties facing the City, a fair and reasonable wage increase should be provided to the police bargaining units involved in this dispute.

### A W A R D

This conciliator hereby awards the following with respect to Wage increases.

#### WAGES

**The base hourly rate of pay for all full-time bargaining unit employees shall be increased three percent (3%) retroactive to January 1, 2005; three percent (3%) effective January 1, 2006; and three percent (3%) January 1, 2007.**

## **2. STEP VI PAY**

The Employer's final offer is to modify current contract language to clearly establish eligibility for Step VI Pay and reconciliation with Sick Leave conversion. In addition, the City wants to clearly define military service credit under this provision. The Union's proposal is clarify Step VI Pay for those employees who have completed a minimum of twenty years of credited service. The Union further proposes to eliminate Section 6 of Article 23 which could be interpreted as reducing the amount of Step VI compensation to which the employees are entitled.

The City contends that Step VI Pay was initially intended to provide employees a higher base wage for pension purposes. As a result, Step VI Pay was established at \$15,000 for full-time patrolmen, \$16,500 for full-time sergeants, and \$12,000 for full-time dispatchers. The City emphasizes that Step VI Pay was to be offset by the sick leave conversion formula set forth under Article 23, Section 6 of the Sick Leave Provision. The City argues that basic common sense shows that the two provisions are unquestionably connected. The City states that the fact-finder erred when he inexplicably tied Step VI payments to longevity and then recommended the elimination of the existing "offset language" found under Article 23, Section 6 but leaving in place Step VI Pay under Article 26, Section 7. The City's final offer simply modifies current language to clearly establish eligibility for Step VI Pay and the offset for sick leave conversion.

The Union contends that the Step VI Pay Provision found under Article 26 was intended to provide a benefit for employees with twenty years of service. The Union's

proposal is to retain the Step VI Pay Provision which it notes was the recommendation made by the fact-finder herein. The Union further maintains that the so-called “offset language” set forth under the Sick Leave Provision, Article 23, Section 6, should be eliminated for several reasons. First, it states a formula whereby one who retires from employment would actually owe the Employer tens of thousands of dollars. Apparently, the language was taken directly from the fire fighters’ contract and given the fact that the fire fighter’s day is three times as long as the police officer’s eight hour day, the formula as written does not make sense. The Union points out that the fact-finder recommended that this provision be eliminated.

ANALYSIS – This conciliator has carefully reviewed the parties’ proposals as well as the fact-finder’s recommendation made herein. Based upon the evidence presented, this conciliator finds that the Employer’s final offer with respect to Step VI Pay should be adopted. That is, the Employer’s Step VI Pay language for Article 26, Section 7, as well as its sick leave conversion offset language stated under Article 23, Section 6 should be incorporated into the parties’ Agreement.

The evidence clearly established that the provisions of Article 23, Section 6 and Article 26, Section 7 are connected. There is a Step VI Pay Provision which should be retained as modified by the Employer’s proposal under Article 26, Section 7. However, the existing “offset language” set forth under Article 23, Section 6 must also be retained because to do otherwise would be merely providing a gratuitous bonus to employees eligible for Step VI Pay which clearly was not the intent of the parties when the

provisions were first incorporated into their Agreement in 1996. Rather as testimony showed, the Step VI Pay was to be “offset” by the amount of sick leave conversion which the employee had earned at the time of their entitlement to such compensation. In effect, Step VI Pay which amounts to \$45,000 for a patrol officer over a three year period of time is to be “offset” by the amount of sick leave conversion. The Employer’s amended final offer with respect to each of the applicable provisions clarifies the eligibility for Step VI Pay as well as the sick leave conversion formula to be used as an offset to such compensation. It also clarifies what constitutes military service credit under the program.

This conciliator finds that the fact-finder in this matter committed a clear error when he recommended deleting Article 23, Section 6 of the Agreement. Again, that is the “offset language” which is to be used in calculating the amount to be deducted from the Step VI Pay which employees may be entitled to receive. It is apparent that eliminating the existing “offset language” in Article 23, Section 6 but leaving in place the Step VI Pay found under Article 26, Section 7 would make absolutely no sense. As the City noted, the fact-finder’s decision seemed to suggest that it would “gratuitously shovel \$45,000 or more in supplemental payments to an employee over a three year period, without any offsetting leave conversion.” The evidence presented to this conciliator clearly shows that the parties did not intend to provide for such a gratuitous benefit in the form of Step VI Pay to employees with twenty or more years of service. Rather as previously discussed, it was established that the provisions of Article 23, Section 6 and Article 26, Section 7 are connected. As a result, the Employer’s proposal which seeks to

merely clarify the relationship between the Step VI program and the offset language pertaining to sick leave conversion is reasonable and should be incorporated into the parties' Agreement. It should be noted that this conciliator includes as part of his award herein the new Section 5(B) pertaining to periodic sick leave conversion. This provision was also part of the Employer's amended final offer with reference to the Step VI Pay issue.

### **A W A R D**

This conciliator hereby awards the Employer's final offer with respect to Step VI Pay as more fully set forth in the applicable Attachment A language pertaining to Sick Leave, Article 23, Section 6 and Compensation "Step VI" Pay, Article 26, Section 7.

ARTICLE 23  
SICK LEAVE

Section 5.

A. Upon retirement *under OPFPF or PERS as applicable, and with at least ten (10) years of service with the City*, a full-time bargaining unit employee shall be entitled to be paid for up to one hundred fifty (150) days of accumulated but unused sick leave.

B. Periodic Sick Leave Conversion

*Notwithstanding the above, an employee with twenty (20) years or more of full-time service with the City may convert up to a maximum of one hundred fifty (150) days of accrued and unused sick leave to cash over a three (3) year period. An employee must have a minimum of fifty (50) days or four hundred (400) hours of accrued sick leave available in order to request the periodic sick leave conversion. Periodic sick leave conversion will commence with the first pay period of the month following the periodic sick leave conversion request. Periodic sick leave conversion shall be based upon 15.38 hours per pay period, not to exceed the available accrued and unused sick leave hours. An employee requesting and receiving periodic sick leave conversion shall not be eligible for Step VI pay.*

Section 6. *An employee who wishes to participate in the Step VI plan as set forth in Article 26, Section 7, must have three hundred thirty-six (336) days of accrued and unused paid leave available (sick leave, vacation, and/or compensatory time with a minimum of two hundred [200] sick days). The three hundred thirty-six (336) days (two thousand six hundred eighty-eight [2688] hours) shall be "frozen" or "banked" (hereinafter Step VI bank), and shall not be available for use by the participating employee. Upon implementation of Step VI pay, paid leave shall be deducted from the participating employee's Step VI bank at a rate of 34.4615 hours per pay period. An employee who elects to terminate Step VI pay prior to the completion of thirty-six (36) months may request release of the Step VI bank, and by so doing shall have the paid leave hours remaining in the Step VI bank restored to his accrual and thereby available for use. Any employee seeking to re-implement Step VI pay must have sufficient paid leave available to transfer to a Step VI bank to cover the remaining months of Step VI pay for which he is eligible (i.e., pay periods remaining times 34.4615 hours). ~~An~~ When the employee ~~taking a normal service retirement~~ subsequently retires he shall receive all benefits otherwise payable to such employee pursuant to the terms of this Agreement ~~less the amount obtained by multiplying the payment such retiring employee would receive for one accumulated sick day, by 135, and then multiplying that product by 3.~~*

**ARTICLE 26  
COMPENSATION**

**Section 1.**            Wages Addressed under ISSUE 1

**Section 2.** (former Section 7) An employee, upon completion of a minimum of twenty (20) years of full-time service with the City of Sheffield Lake, including military service., may notify the City at any time of ~~their~~ *his* intent to receive Step VI pay. *“Military service” as used herein shall mean credit of up to four [4] years of service with one (1) year of credit for each full year of active duty in a branch of the armed forces of the United States including any year of full-time national guard active duty. An employee must have a paid leave accrual of three hundred thirty-six (336) days or more, with a minimum of two hundred (200) sick days, in order to participate in the Step VI program.* Step VI pay shall commence on the first (1<sup>st</sup>) day of the month *following the month* that said employee has indicated ~~their~~ *his* intent to receive Step VI pay and shall continue for the next thirty-six (36) consecutive months. *Upon commencement of Step VI pay, the three hundred thirty-six (336) days of paid leave shall be “frozen,” shall not be available for use by the participating employee, and shall be set aside in a “Step VI” bank in order to effectuate the provisions of Article 23, Section 6.* In the event an employee has made a request to stop Step VI pay, then upon re-implementation of Step VI pay said employee shall receive only those months of Step VI pay that had not been previously received.

*Annual* Step VI pay shall be divided into twenty-six (26) equal payments and added into the bi-weekly paychecks. As a result of Step VI pay there shall be no increase compounded into the hourly rates as they are used to determine all compensation including but not limited to overtime. ~~but not including Base pay, and that all~~ calculations shall be ~~based~~ *computed* on pay an employee would normally receive if they were not receiving Step VI pay.

~~Annual Step VI pay shall be added to the base pay in the following amounts is as follows:~~

Full-time Patrolmen - \$15,000.00  
Full-time Sergeants - \$16,500.00  
Full-time Dispatchers - \$12,000.00

*Reconciliation/leave conversion for Step VI pay shall be in accord with the provisions of Article 23, Section 6.*

### **3. LONGEVITY**

The Employer's final offer is to increase longevity payments to \$135 for patrol and dispatch, and \$150 for sergeants. Longevity would commence after the completion of five years of service and maximum longevity payments would be established in the amount of \$3,375 for patrol and dispatch, and \$3,750 for sergeants. The Union proposes that there be an increase in longevity pay for patrol and dispatch to \$135 per year for each of the first three years of employment commencing with the completion of the third year. Thereafter, longevity pay would be increased each year in the amount of \$135. For sergeants, the longevity increment would be set at \$150 per year under the Union's final offer.

The Union contends that it is merely seeking an increase in longevity pay which would bring it into parity with the Sheffield Lake fire fighters. The Union objects to the establishment of any caps or maximums for longevity pay as that proposed by the City. It notes that currently there are no such caps set forth in the parties' Agreement.

The City claims that its proposal is reasonable and that it would merely add two years to the waiting period and cap longevity at the amounts set forth for bargaining unit members. It notes that its proposal increases the amount of longevity pay currently provided to patrol, dispatch and sergeants. The City's proposal was recommended by the fact-finder herein.

ANALYSIS – This conciliator finds that the City's longevity pay proposal is reasonable and should be incorporated into the parties' Agreement. The Employer's final

offer provides an increase in the amount of longevity pay for bargaining unit members beginning after five years of service. As a result, longevity increments would be increased to \$135 for patrol and dispatch, and \$150 for sergeants beginning in calendar year 2007. Such increases in longevity increments would maintain a rather generous benefit for bargaining unit members and is comparable to the modification reached by the City with the AFSCME bargaining unit.

Likewise, the evidence supports the establishment of maximum pay outs contained in the City's final offer. Even with the Employer's proposed maximums, bargaining unit members will still receive payments in excess of those provided in comparable jurisdictions. Again, the City's proposal establishes the maximum longevity as being \$3,375 for patrol and dispatch, and \$3,750 for sergeants. This conciliator notes that the fact-finder in this matter recommended the City's longevity pay proposal. It should also be pointed out that one of the other bargaining units within the City recently agreed to a maximum longevity payment at twenty-five years.

### **AWARD**

This conciliator hereby awards the Employer's longevity pay final offer as more fully set forth below as Attachment B.

**Attachment B**

**ARTICLE 27  
LONGEVITY**

**Section 1.** ~~Effective January 1, 2002, All regular full-time~~ employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule: the longevity shall be one hundred twenty-five and 00/100 dollars (\$125.00) per year for each of the first ~~three (3)~~ **five (5)** years of employment completed by a full-time ~~Police Officer bargaining unit employee~~ commencing with the completion of the ~~third~~ **fifth (5<sup>th</sup>)** year of employment as a full-time ~~Police Officer bargaining unit employee~~. No longevity pay shall be paid to any full-time Police Officer until such full-time ~~Police Officer bargaining unit employee~~ has completed ~~three~~ **five (5)** years of **full-time** employment. ~~as a full-time Police Officer.~~ Thereafter, for each year of employment completed by a full-time ~~Police Officer bargaining unit employee~~, such full-time ~~Police Officer employee~~ shall receive an increase of one hundred twenty-five and 00/100 dollars (\$125.00) for each additional year completed ~~as set forth in this section~~ **up to a maximum amount of three thousand one hundred twenty-five dollars (\$3,125.00)**. The longevity pay for a full-time ~~Police Officer bargaining unit employee~~ shall be paid bi-weekly in twenty-six (26) equal payments which shall be paid on each **applicable** payday.

**Section 2.** Effective with the first full pay of January 2007, longevity for full-time bargaining unit employees shall be increased as follows:

<u>Classification</u>	<u>Annual Increment/Maximum Amount Completion of Five (5) Years of Service or More)</u>
Dispatcher	\$135.00 / \$3,375.00
Patrol Officer	\$135.00 / \$3,375.00
Sergeant	\$150.00 / \$3,750.00

#### **4. MEDICAL INSURANCE**

The City proposes that employees contribute 10% of the monthly premiums for healthcare coverage. Under the Employer's proposal, the maximum employee contribution would be \$90 for family coverage, and \$45 for single coverage for calendar years 2005 and 2006 with the maximum employee contributions being increased to \$52.50 for single coverage, and \$105 for family coverage effective January 2007. The Union would agree with the 90%-10% sharing of the cost of health insurance premiums but proposes that such employee premium contributions become effective upon the date of execution of the new Agreement. The Union opposes any retroactive employee contribution to July 2005 as the City has proposed in its final offer.

The City contends that its employee contribution proposal for healthcare costs is reasonable for several reasons. First, the City's premium costs have increased approximately 58% over the past three years. It also points out that prior to the current contract, employees did contribute towards healthcare costs. However, the Employer voluntarily waived insurance contributions for one year for this bargaining unit in order to secure a necessary change in plan coverage. The waiver was later extended for the entire three years of the current Agreement. Moreover, the Employer notes that the amount of employee premium contribution which it seeks here is less than that of the statewide average for employee contribution in 2004. The City also points out that the contribution should be made retroactive to July 2005 because AFSCME agreed that employee contributions would be placed into effect for its bargaining unit at that time.

Likewise, non-bargaining unit employees in the City have been required to contribute towards healthcare costs since July 2005. The City notes that the fact-finder recommended that employee insurance contributions become effective in July 2005.

The Union does not believe that the evidence supports the size of the employee contribution which the City is now seeking. However, the Union understands that it would be irresponsible for employees to not be willing to foot part of the monthly premium. For that reason, the Union adopts the fact-finder's recommendation except that it requests that employee premium contributions be made effective upon execution of the new Agreement. Otherwise, a retroactive insurance contribution would in effect significantly reduce the amount of wage increase which the bargaining unit is to receive for 2005 and for the first nine months of 2006.

ANALYSIS – This conciliator finds that the City's final offer with respect to health insurance is reasonable and should be incorporated into the parties' Agreement. The evidence clearly shows that there is justification for employees sharing the cost of premiums. The 10% contribution rate which the City seeks is actually less than that of the statewide average for employee healthcare contributions. Indeed, the Union does not dispute the Employer's proposal with respect to requiring bargaining unit members to now contribute towards healthcare premiums.

The only issue facing this conciliator is whether or not to make the employee contribution retroactive to July 2005 as proposed by the City. This conciliator finds that the employee contribution should be placed into effect upon execution of the new

Agreement. This conciliator has taken into consideration several factors in determining that there should be no retroactive employee healthcare contribution in the instant matter. First, it is evident that any employee contribution which would be made retroactive to July 2005 as the City has proposed would have a significant impact on the overall compensation which bargaining unit members are to receive in this case. As previously discussed, employees' wages are the lowest among police units in the area. Indeed, the top wage for patrolmen falls about 15% below the average wage for patrolmen in the neighboring jurisdictions. Moreover, the Union amended its final wage offer for the first year in order to provide for a 3% rather than a 3.5% percent increase in the first year of the Agreement. With the 3% wage increases which have been awarded herein, the bargaining unit will still be receiving below average wages for the region. Considering the relatively low wages paid to the bargaining unit, this conciliator finds that it would be inappropriate to offset the wage increases granted herein by providing retroaction employee contributions towards health insurance as the City has proposed. Rather, it would be more reasonable to make the 10% employee contribution towards health insurance effective upon the date of the execution of the Agreement.

### **A W A R D**

This conciliator hereby awards the Union's final offer with respect to the health insurance employee contribution as more fully set forth in Attachment C.

**ARTICLE 29**  
**INSURANCE**

**Section 1.** *The Employer shall make available to all bargaining unit employees major medical/hospitalization health care (plan) as provided to other city employees. The Employer shall select carriers/providers and otherwise determine the method of provision and plan coverage. The Employer shall meet with the Union in advance of any selection of coverage that would substantially reduce the overall coverage.*

*The participating employees may elect either single or family coverage.*

**Section 2.** *The Employer agrees to pay ninety percent (90%) of the monthly cost for those bargaining unit employees who elect to receive health care coverage. The employee shall be required to pay the remaining ten percent (10%). Notwithstanding the above, the maximum employee contribution per month shall not exceed the following:*

<u>Calendar Year</u>	<u>Maximum Employee Contribution</u>
<i>Effective upon execution of contract</i>	<i>\$45.00 single coverage \$90.00 family coverage</i>
<i>January 2007</i>	<i>\$52.50 single coverage \$105.00 family coverage</i>

**Section 3.** *If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to notify the Union in advance of such action, and upon written request, to meet with the Union to discuss the new carrier.*

**Section 4.** *Notwithstanding the provision(s) of Sections 1-3 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Employer and may be subject to change.*

**Section 5.** *The Employer shall provide a term life insurance policy for each regular full-time employee in the amount of fifty thousand dollars (\$50,000).*

**5. ON-DUTY-INJURY/LIGHT DUTY**

The employer initially proposed additional language under Article 32 pertaining to light duty assignment. However subsequently during the course of this conciliation proceeding, the City withdrew its proposal. Therefore, the parties are in accord that the current Article 32 language should be retained without any change.

**A W A R D**

Based upon the withdrawal of the City's proposal with respect to Light Duty, this conciliator hereby finds that current language should be retained for Article 32.

**ARTICLE 32, ON-DUTY-INJURY/LIGHT DUTY**

**Current language, no change.**

## **6. OVERTIME PAY AND COURT TIME**

The parties initially made proposals with respect to the Court Time Provision, Article 15 of the Agreement. However during the course of this conciliation proceeding, the proposals were withdrawn. As a result, the parties agreed that current language would be retained with respect to Article 15.

### **A W A R D**

This conciliator hereby adopts the parties' agreement to retain current language for Article 15, Overtime Pay and Court Time.

### **OVERTIME PAY AND COURT TIME**

**Current language, no change.**

## **7. DURATION**

The Union proposes a three year Agreement effective January 1, 2005 through December 31, 2007. The Employer's final offer initially included adding a new section which would set forth a time period for payment of any retroactive wages less any established employee contributions towards healthcare. However, the City amended its final offer and withdrew its proposed new Section 2 of the Duration Provision. As a result, the parties are in agreement as to the Duration Provision.

## **A W A R D**

This conciliator awards the Duration Provision which both parties have agreed upon as more fully set forth in Attachment D.

**ARTICLE XXXIV (New 37)**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and replaces the agreement previously entered into, and except as otherwise noted herein, shall become effective upon ratification by the OPBA and upon execution by the City of Sheffield Lake, Ohio, pursuant to a duly enacted ordinance, and shall remain in full force and effect from January 1, 2005, through and including December 31, 2007. If either party desires to make any changes in the agreement for a period subsequent to December 31, 2007, notice of such a desire shall be given prior to July 1, 2007, and the parties or their successors shall, within thirty (30) days from the date of such notice, meet to begin discussing such changes as the parties or their successors in interest or either of them may wish to make. If such notice is given, this agreement shall remain in effect until the parties reach agreement on a new contract or until either party subsequent to December 31, 2007, submits written notice stating that this agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice modification is given, then this agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to June 1, and the procedures stipulated herein shall take effect.

**CONCLUSION**

In conclusion, this conciliator hereby renders his award on each of the outstanding issues presented. Further, the parties are to incorporate into their final Agreement the previous tentative agreements reached during negotiations.

**SEPTEMBER 12, 2006**

  
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**JAMES M. MANCINI, ARBITRATOR**