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STATE OF OHIO  
STATE EMPLOYEES RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD  
2008 JUL -3 P 12: 16

In the matter of: :  
: :  
FOP, Ohio Labor Council, Inc./ : Case Nos. 07-MED-06-0676  
City of Celina : 07-MED-06-0677  
: 07-MED-06-0678

CONCILIATION REPORT

The undersigned, Steven L. Ball, appointed as State Employee Relations Board Conciliator, makes the following report and final offer settlement award:

**I. HEARING**

The conciliation hearing was held at the Celina City Building commencing at 10:00 a.m. on June 19, 2008. The following were present:

FOP, Ohio Labor Council, Inc.  
Ronald Waltmire, Det. Celina Police  
John Barker, Patrolman/Task Force  
Barry Gray, FOP Staff Representative  
Angela Ewing, FOP Dispatchers

City of Celina  
Pete B. Lowe, V.P. Clemans Nelson & Assoc.  
Catherine Kouns Born, Consultant Clemans Nelson & Assoc.  
Calvin Freeman, Asst. Chief, Celina P.D.  
David Slusser, Chief of Police, Celina P.D.  
Jeffrey Hazel, Safety Service Director, Celina

Prior to conciliation, it appeared that the parties submitted identical proposals for a number of issues that remained after factfinding. Tentative agreements were executed

relating to Articles 7, 23, 24, and 30 of both the Dispatchers agreement and the Sergeants and Police Officers Agreement.

The remaining issues concerned Article 17, Hours of Work and Overtime, Article 18 Compensation, and Article 21 Insurance, in both agreements, and are discussed below in that order.

The parties identified an apparent issue as to interpretation of Article 30 “Duration,” (identical proposals by both parties, and agreed prior to conciliation) and its relationship to the Union’s proposal of Article 21 Insurance, as to the effective date of increases to the employees’ contributions to Health Insurance. The Conciliator has later in this report adopted the Fact finders’ proposal as it relates to Article 21, as submitted by the union, and has necessarily interpreted that proposal and Article 30 as more specifically appears below.

## **II. CRITERIA**

After presentation of the evidence, consideration was given to the factors detailed in OAC 4117-9-06(H) and Section 4117.14(G)(7), Ohio Rev. Code, and the Report and Recommendation of the Fact Finder.

## **III. ISSUES AND RECOMMENDATIONS**

### **Article 17 – Hours of Work and Overtime**

The City proposes to not count sick leave for purposes of determining the employees’ right to overtime pay. This is a departure from current language, which includes sick leave, vacation, and personal leave hours in such compensation. The fact

finder recommended no change from the current agreement, which was also proposed by the union at conciliation.

The City argues that its proposed change would be consistent with recently negotiated changes to the firefighters agreement, the non-bargaining unit employees Personnel Policy Manual, and the non-safety bargaining unit (CMERC) agreement. It further argues that its proposal would “help manage the use of sick leave and discourage its abuse.” It indicates that other municipalities in the area do not count sick leave as hours worked for purposes of calculating overtime eligibility, and that overtime for court appearances and mandatory training courses during off-duty hours is still guaranteed under its proposal. The FLSA does not require employers to count paid leave as hours worked.

The fact finder recommended no change, noting a failure of evidence to support such a change. At Conciliation the City offered additional evidence by way of a chart “Overtime v. Sick Time/Examples Police 2007-2008 year to date,” and a similar chart for dispatchers. Though these charts are detailed and demonstrate the significant use of sick leave hours in determining overtime, the evidence does not reach the ultimate reasons offered by the City for the change: i.e. “the management of sick leave and discouragement of the abuse of sick leave.” There was no evidence offered as to the “abuse” of sick leave. And this conciliator was not presented with how this proposal would “manage the use of sick leave.”

The City permits vacation and personal leave hours to be counted toward overtime. Thus, if an employee is on vacation for 8 hours, and is required to work 12 hours the succeeding day, he would, for purposes of overtime be entitled to a total of 20

hours worked for those two days. Assuming he worked the remainder of the pay period in 8 hour shifts he would receive 4 hours overtime. However, if the same employee was ill for an 8 hour shift, and required to work 12 hours the next day, under the City's proposal, he would have only worked 12 hours over the two days for purposes of computing overtime. It would generally appear more onerous to work a twelve hour shift after being ill than having been on vacation. This conciliator observes that the 12 hours worked during one day following sick leave is a burden that should be recognized in overtime.

The conciliator cannot conclude upon the evidence that sick leave is being abused by counting sick leave hours toward overtime eligibility. If there is abuse of sick leave, it can, and should be addressed directly, not by imposing restrictions upon overtime. The union's proposal, which is the language in the last agreement, is adopted.

#### **Article 18 – Compensation**

The City's proposal adopts the fact finder's recommendation as to yearly percentage wage increases, retroactive to January 1, 2008 for both the Sergeant/Police Officers Agreement (3.5%, 3.0%, and 3.0%) and the Dispatcher agreement (5.0%, 4.0%, and 3.5%). The City's proposal also provides for a \$0.35 per hour supplemental assignment pay to certain employees. For dispatchers, the union proposes the increases recommended by the fact finder, but includes an additional step (6) increase (which would mean an additional 3.0% each year to those in that step). The union proposal also includes a .05 per hour increase in second and third shift differential pay, and includes additional \$1.00 per hour pay for TAC assignments, records clerk, and computer

supervisor in both agreements. The union proposes yearly increases to the sergeants/police officer's pay of 3.0%, 3.5%, and 3.5%.

The conciliator was not presented with any significant evidence which compels a conclusion that the wage increases proposed by the union are mandated by an overabundance of City assets, nor any significant evidence to compel a conclusion that otherwise reasonable wage increases commensurate with comparable jurisdictions should be denied because of any lack of City finances.

### **Dispatchers**

The union has proposed increases which go beyond that awarded by the fact finder through the addition of step 6. The fact finder's report recommended increases of 5%, 4%, and 3.5%, which are acceptable to the union with the additional step. The City opposes the additional step and an additional \$.05 in differential pay and the \$1.00 per hour assignment pay proposed by the union, and rejected by the fact finder.

The union asks the conciliator to recommend its pay increases based upon inequities in previous agreements. The dispatchers wish the proposal to be accepted, at least in part, upon underpayment in the last agreement and the purported promise of the City to reopen the dispatcher pay for negotiation during its term. The union presented testimony as to promises made to revisit dispatcher compensation. The City acknowledges such an intent, and the City documented research in 2005 which tends to show a disparity in wages. The City Council, when presented with the evidence, refused to act until the present agreement expired, apparently undercutting the good faith representations of its staff. However, the contract did not require re-negotiation, and any increases sought by the dispatchers in the new agreement over and above comparable

wages would indeed constitute compensation for periods in prior contracts. The union specifically made such an argument.

However, this conciliator believes that any increases over and above those in line with comparables would defeat one of the very purposes of an agreement, i.e. fixing the positions of the parties for a given period of time. Contract reopening provisions can be used to implement changes during the life of an agreement. However, there was never any “reopener” included in the last agreement. While the conciliator can appreciate the union’s anger at not having wage increases implemented when representations were made to that effect, such representations were not in the agreement. The unit may have learned a hard lesson by not insisting upon higher wages in the last agreement, or in not negotiating a reopener, but that agreement is, for purposes of this report “water over the dam.”<sup>1</sup>

The union urges nineteen wage comparables for dispatchers, with little explanation. Those comparables are not limited geographically. Beachwood, a wealthy suburb of Cleveland, is included, as is West Carrollton, a bedroom community of Dayton. The union includes few comparables within the geographic area shared by Celina. In 2005 the City in response to its promise to re-visit dispatcher pay, used comparables (adjusted for health insurance premiums and PERS contributions), which show average dispatcher pay to be between \$12.46 and \$15.45 per hour in jurisdictions geographically close to Celina. The City’s comparables in its presentation at hearing also are limited geographically and appear to more closely match Celina’s situation.<sup>2</sup> The pay now proposed by the City (and as recommended by the fact finder) ranges from \$13.84 to

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<sup>1</sup> There was no evidence presented as to why additional dispatcher pay increases were not negotiated in the last agreement.

<sup>2</sup> Ada, Coldwater, Delphos, Greenville, Kenton, Mercer Co., St. Marys, Van Wert, Wapakoneta.

\$15.05 per hour. Mercer County Sheriff dispatchers receive between \$11.26 and \$14.51 per hour.

The union also contends that the pay for dispatchers is not commensurate with other comparable positions in other employment situations within the City. Perhaps the information provided as to these other positions and pay rates could compel a conclusion that the dispatchers are at or slightly below the average.<sup>3</sup> However, without an exhaustive comparison of duties, such “comparables” are not impressive.

The dispatcher wage increases included in the City’s proposal have provided for a reasonable and equitable rate of pay.

The City’s proposal, attached as Exhibit A, is adopted.

**Sergeants and Police Officers**

The City’s wage comparables as to Sergeant and Police Officers (identical to the dispatcher comparables) also appear compelling. Even if Ada and Coldwater are excluded as comparables, as urged by the union, the remaining comparable jurisdictions cited by the City would place the wages proposed by the City near the mean and average wages. The twenty-one union comparables are not limited geographically, and include such disparate communities as Bexley (a suburb of Columbus), Willowick (a suburb of Cleveland), and Sharonville (a suburb of Cincinnati). They may indeed be all cities with populations between 10,000 and 15,000, but there the similarity ends.

The wages proposed by the City are reasonable and equitable even when taking into account the increased employee contributions for health insurance discussed below. Also, the extra \$0.35 per hour that the city proposes for detective, task force

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<sup>3</sup> The document lists two columns of pay rates, which are not identified upon the document. The conciliator assumes they are the pay ranges (lowest to highest) for each class. However, a third column, also unidentified, lists “no survey data” for all but three classes.

investigators, and certified evidence managers appears reasonable, as recommended by the fact finder. The \$1.00 supplemental pay proposed by the union was not supported by the evidence, nor was the union proposed \$.05 additional shift differential pay.

The conciliator adopts the wage proposals of the City for sergeants/police officers, attached hereto as Exhibit B.

### **Health Insurance**

The union's health insurance proposal is identical to the fact finder's recommendation. The City's proposal would increase the fact finder's recommended bi-weekly employee contributions from \$22.50 to \$25.00 for single coverage, from \$30.00 to \$35.00 for employee and children coverage, from \$37.50 to \$40.00 for employee and spouse coverage, and from \$45.00 to \$50.00 for family coverage. The existing contract currently requires a \$17.50 bi-weekly contribution for single coverage and \$35.00 for family coverage.

The City's proposal would implement the higher contributions retroactive from January 1, 2008. The union's proposal would increase the contributions "upon the implementation of this agreement." Both proposals provide for equal employer and employee participation in any premium increases and cap employee contributions at 12% of the total annual cost of the applicable coverage. The City's proposal would vest the City with authority to change coverage but not without a recommendation from the Insurance Executive Committee. The City argues that their proposal is more fair as it also provides for the employees to share in any decrease in costs.

The City argues that the insurance plan is a "very rich plan" as described by the fact finder, and that its proposal is well within the norm as indicated in SERB



comparables. It also argues that the firefighters and CMERC agreements have accepted this proposal, and that it would be “grossly unfair” for the FOP employees to contribute at a lesser rate between January 1, 2008 and the date of implementation of the new agreement. It finally argues that the current (and as proposed by the fact finder) procedure for negotiation and ultimate final offer arbitration upon proposed changes in coverage may subject the parties to multiple reopenings of the agreement.

The union provided no comparables. There was testimony that the union agreed to insurance changes during the last contract which saved the City substantial monies. The City provided a list of “Insurance comparables – Employee Compensation” which depicts the contributions in those jurisdictions also used as wage comparables. Some are above, and some below the contributions contained in the union’s proposal. The City also provided a list of “monthly employee contributions to Medical Premiums for Employees When a Contribution is required,” by region, including the Dayton region at \$156.17 (apparently an average) for family coverage.

The fact finder recommended language which preserved the right of the union to compel negotiation and ultimate arbitration upon any significant changes to health insurance coverage. The City urges the fact finder to adopt language which would grant the City the right to significantly change coverage and contributions upon a recommendation by the Insurance Executive Committee. The Executive Committee is not a creature of the labor agreement, but is a committee now comprised of representatives of all the City employees and depicted in the City’s Policies and Procedures Manual. Conceivably, recommendations by the Executive Committee could occur without the approval of these bargaining units. The committee is comprised of the

Safety Service Director (or designee), and representatives of three unions and a representative of the non-union personnel. If, as it appears from the “Protocols for the Insurance Advisory Committee,” the committee operates by majority vote, a change could be implemented by the votes of the Safety Service Director, and two of the other representatives, and over the objections of two unions. The committee as now constituted does not have separate representation for each bargaining unit.

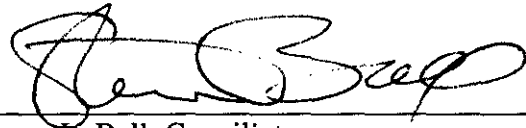
The City understandably wishes all bargaining units to be treated alike as to health insurance. However, these are separate bargaining units and are entitled to separate negotiation. Other than the desire for uniformity, the City has not adequately demonstrated to this conciliator that existing language (included in the fact finders recommendation and union proposal), which protects the unions from mid-contract health insurance changes, should be modified. In the absence of compelling reasons, such a significant change, if it is to occur, should be negotiated, not imposed.

The City’s proposal is otherwise reasonable, and does not appear to differ dramatically from that as proposed by the fact finder and union. The union’s proposal does commence the additional employee contributions upon implementation of the agreement and not retroactive to January 1, 2008. The general duration clause, Article 30, specifically states that “Economic items become effective January 1, 2008, except as otherwise provided” (emphasis added). Thus, Article 21, as proposed by the union, does not conflict with Article 30.

This conciliator cannot accept City’s predictions of calamitous results should the union’s proposal be adopted. The conciliator must choose among the proposals submitted by the parties, and has no ability to re-shape them. The City’s proposal to take

any changes to insurance coverage or contributions out of the collective bargaining process forces the conciliator to adopt the union's proposal, attached hereto as Exhibits C and D.

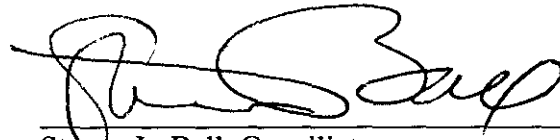
Those provisions will not result in bargaining unit employees receiving total compensation (wages and benefits) in excess of that which is reasonable and equitable, even considering the implementation date of the increased employee contributions.



Steven L. Ball, Conciliator  
July 2, 2008

CERTIFICATE OF MAILING

I hereby certify that a copy of the Conciliator's Report was sent via fax to Barry Gray, Fraternal Order of Police, 222 E. Town St., Columbus, Ohio 43215 and Pete B. Lowe, Clemans Nelson & Associates, Inc., 5100 Parkcenter Avenue, Suite 120, Dublin, Ohio 43017 and the original Conciliator's Report was sent via first class U.S. mail, postage prepaid, to Edward E. Turner, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215, on this 2nd day of July, 2008.



Steven L. Ball, Conciliator

**ARTICLE 18**  
**COMPENSATION**

**Section 18.1.** The following hourly rates (representing a ~~3%~~ **5.0%** increase) will be paid effective ~~January 1, 2005~~ **January 1, 2008**:

Steps	1	2	3	4	5
	<del>\$12.30</del> <b>\$13.84</b>	<del>\$12.51</del> <b>\$14.08</b>	<del>\$12.78</del> <b>\$14.37</b>	<del>\$13.04</del> <b>\$14.67</b>	<del>\$13.38</del> <b>\$15.05</b>

The following hourly rates (representing a ~~3%~~ **4.0%** increase) will be paid effective January 1, ~~2006~~ **2009**:

Steps	1	2	3	4	5
	<del>\$12.67</del> <b>\$14.39</b>	<del>\$12.89</del> <b>\$14.64</b>	<del>\$13.16</del> <b>\$14.94</b>	<del>\$13.43</del> <b>\$15.26</b>	<del>\$13.78</del> <b>\$15.65</b>

The following hourly rates (representing a ~~4%~~ **3.5%** increase) will be paid effective January 1, ~~2007~~ **2010**:

Steps	1	2	3	4	5
	<del>\$13.18</del> <b>\$14.89</b>	<del>\$13.41</del> <b>\$15.15</b>	<del>\$13.69</del> <b>\$15.46</b>	<del>\$13.97</del> <b>\$15.79</b>	<del>\$14.33</del> <b>\$16.20</b>

**Pay Plan Administration:** The Police Department pay plan shall consist of five (5) individual steps within a single pay grade through which members shall move laterally (from the lowest step to the highest step) as depicted below.

**EXHIBIT A**

**COMPENSATION (continued)**

A-F. Current contract language.

**Section 18.2.** Current contract language.

**Section 18.3.** Current contract language.

**Section 18.4.** Current contract language.

FOR THE EMPLOYER:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Submitted: \_\_\_\_\_

FOR THE UNION:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

**ARTICLE 18**  
**COMPENSATION**

**Section 18.1.** The following hourly rates (which represent a ~~3%~~ **3.5%** increase) will be paid effective ~~January 1, 2005~~ **January 1, 2008**:

Steps	A	B	C	D	E
Sergeants	<del>\$19.86</del> <b>\$22.04</b>	<del>\$20.25</del> <b>\$22.45</b>	<del>\$20.65</del> <b>\$22.89</b>		
Police Officers	<del>\$16.60</del> <b>\$18.40</b>	<del>\$16.93</del> <b>\$18.77</b>	<del>\$17.29</del> <b>\$19.17</b>	<del>\$17.60</del> <b>\$19.52</b>	<del>\$17.95</del> <b>\$19.90</b>

The following hourly rates (which represent a ~~3%~~ **3.0%** increase) will be paid effective January 1, ~~2006~~ **2009**:

Steps	A	B	C	D	E
Sergeants	<del>\$20.46</del> <b>\$22.69</b>	<del>\$20.86</del> <b>\$23.12</b>	<del>\$21.27</del> <b>\$23.58</b>		
Police Officers	<del>\$17.10</del> <b>\$18.95</b>	<del>\$17.44</del> <b>\$19.33</b>	<del>\$17.81</del> <b>\$19.75</b>	<del>\$18.13</del> <b>\$20.11</b>	<del>\$18.49</del> <b>\$20.50</b>

The following hourly rates (which represent a ~~4%~~ **3.0%** increase) will be paid effective January 1, ~~2007~~ **2010**:

Steps	A	B	C	D	E
Sergeants	<del>\$21.28</del> <b>\$23.37</b>	<del>\$21.69</del> <b>\$23.81</b>	<del>\$22.12</del> <b>\$24.29</b>		
Police Officers	<del>\$17.78</del> <b>\$19.52</b>	<del>\$18.14</del> <b>\$19.91</b>	<del>\$18.52</del> <b>\$20.34</b>	<del>\$18.86</del> <b>\$20.71</b>	<del>\$19.23</del> <b>\$21.12</b>

**EXHIBIT B**

**COMPENSATION** (continued)

**Remainder of Section:** Current contract language.

**Section 18.2.** Current contract language.

**Section 18.3.** Certified instructors (**i.e., firearms instructor**) and field training officers will be compensated at the rate of fifty-five cents (\$.55) per hour for all hours ~~doing~~ **during** actual training.

**Employees assigned by the Chief as detective, task force investigator, or certified evidence manager shall be compensated at an additional thirty-five cents (\$.35) per hour for all hours worked.**

**Employees shall be eligible for only one (1) supplement at a time, whichever is higher.**

**Section 18.4.** Current contract language.

(Signature lines on the following page)

**COMPENSATION (continued)**

FOR THE EMPLOYER:

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Date Submitted: \_\_\_\_\_

FOR THE UNION:

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Date Signed: \_\_\_\_\_



**Section 21.5.** If the employee does not agree with the findings of the Employer's physician as to a medical problem that would impair the employee's ability to perform the required duties or endanger fellow employees, the employee may present medical evidence from a personal physician. If differences then cannot be reconciled, a third physician, whose selection shall be mutually agreed upon by the officer's and the Employer's physician, shall be selected. The opinion of the third mutually agreed upon physician shall be binding upon the officer and Employer, and such third physician's fees and charges shall be paid by the Employer.

**Section 21.6. Life Insurance.** Each full-time employee shall be provided thirty thousand dollars (\$30,000.00) term life insurance coverage by the Employer.

Insurance advisory committee recommended changes that affect Article 21 of the Agreement will be bargained by the City and the FOP-OLC pursuant to the following. Before City Council adopts changes to the plan affecting FOP-OLC bargaining unit employees, that affect the major economic components of the plan currently provided, the City agrees to meet with the FOP-OLC to bargain over such changes in good faith. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F and H, contained herein, to decide which of the parties' final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14 (G)(7).

## **POLICE OFFICERS AND SERGEANTS**

### ARTICLE 21

#### INSURANCE AND MEDICAL BENEFITS

**Section 21.1. Health Insurance.** The Employer shall provide health insurance coverage for each bargaining unit employee as determined by the City of Celina Insurance Committee. Such coverage shall be known as Plan A. The Employer may, after consultation with the Insurance Committee, offer other optional insurance plans with different benefit levels, designs, and premium amounts.

- A. The Insurance Committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. Recommendations of the Committee including changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to City Council. Before City Council adopts changes to Plan A affecting bargaining unit employees and the economic component of the plan currently provided, the City agrees to meet with the Union to discuss such changes. If the parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F, and H, contained

## **EXHIBIT C**

herein, to decide which of the parties' final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14 (G)(7).

- B. The City shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer, after consultation with the Insurance Committee, may also offer alternative health insurance plans.
- C. Upon the implementation of this Agreement, bargaining unit employees shall contribute the following towards the cost of Health Insurance Plan A.
  - \$22.50 biweekly for single coverage
  - \$30.00 biweekly for employee and children coverage
  - \$37.50 biweekly for employee and spouse coverage
  - \$45.00 biweekly for family coverage
- D. Increases in the cost of Health Insurance Plan A affecting insurance rates for 2009 and thereafter shall be paid equally by the employee and the Employer (50% / 50% split) up to a maximum employee contribution equal to 12% of the total annual cost of the applicable coverage under Plan A.
- E. The Employer shall determine the cost sharing arrangements for the alternative plans offered after consultation with the Insurance Committee.
- F. Employees will be provided a summary of each plan prior to the enrollment period when employees may select or change coverage. Employees will be provided a copy of the plan description which the employee selects. The Union will be provided a copy of all plans in effect. The Employer may, during the life of the Agreement and after consultation with the Insurance Committee, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan A shall not be changed without concurrence from the Insurance Committee.
- G. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.
- H. Bargaining unit employees shall have the option once each year to select from among the Insurance Plans offered.

**Section 21.2.** The Employer will maintain police professional liability coverage so long as it is reasonably available.

**Section 21.3.** All employees are expected to keep themselves in a state of physical fitness, which will enable them to efficiently perform the duties of the position in which they are

employed. Employees of the Police Department are encouraged to participate in a physical fitness program. The Employer will pay up to two hundred ten dollars (\$210.00) per year towards the membership dues in a recognized fitness center. Evidence the employee is not using the facility for an extended period of time shall result in the Employer dropping payment for such membership.

**Section 21.4.** Each employee shall submit to a complete medical physical every three (3) years or as required by the Employer pursuant to Article 23, Section 23.6. Specifications for the physical shall be the same as required for entrance physical examinations. The physician to perform the physicals shall be selected and paid by the Employer. Medical problems determined by the physician, that would impair the employee's ability to perform the employee's duties or endanger fellow employee's, shall require the employee to commence remedial medical correction as soon as condition is noted. (Time required to take physicals shall be paid by Employer.)

A copy of the physical examination report will be given to the employee. The employee will be required to comply with the recommendations of the examining physician. The employee may be considered for transitional work/modified duty.

In the event the employee becomes unable to perform the essential functions of the employee's position, with or without reasonable accommodation, and has no approved leave time coming, the Employer may terminate the employee. This shall be considered a disability separation.

- B. This additional compensation shall be accumulated by the Employer and paid to said employee on the first Friday in December of each year.
- C. In the event an employee terminates his/her employment with the Employer, the longevity pay provided herein shall be prorated from the anniversary date over the period of employment in the year of termination.
- D. "Continuous Employment" as used in this section means full-time employment with the Employer, including regular vacation and sick leave time. An employee who takes a leave of absence which is approved by the appointing authority shall be considered as being in continuous employment. Such continuous employment shall commence at the employee's most recent date of employment. Such longevity pay shall be computed and go into effect on the first day of the first full pay period after the anniversary date of such employment assuming the time and continuous employment provisions are met.
- E. Longevity shall be added to the base rate for the purposes of computing the overtime rate.
- F. Employees hired on or after October 1, 2004, are not eligible for longevity pay.

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**\*\*ARTICLE 21 INSURANCE AND MEDICAL BENEFITS\*\***

**The Union did not open this article and desired that current language be maintained however did make counterproposals to the City's proposed drastic changes. The Fraternal Order of Police, Ohio Labor Council, Inc. now proposes that the recommendation of the Fact Finder be adopted, with the understanding that as used in Section 21.1.C., *implantation* refers to the date of the Conciliators order.**

**Dispatchers**

**ARTICLE 21**

**INSURANCE AND MEDICAL BENEFITS**

**Section 21.1. Health Insurance.** The Employer shall provide health insurance coverage for each bargaining unit employee as determined by the City of Celina Insurance Committee. Such coverage shall be known as Plan A. The Employer may, after consultation with the Insurance Committee, offer other optional insurance plans with different benefit levels, designs, and premium amounts.

- A. The Insurance Committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. Recommendations of the Committee including changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to City Council. Before City Council adopts changes to Plan A affecting bargaining unit employees and the economic component of the plan currently provided, the City agrees to meet with the Union to discuss such changes. If the

**EXHIBIT D**

parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F, and H, contained herein, to decide which of the parties' final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14 (G)(7).

- B. The City shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer, after consultation with the Insurance Committee, may also offer alternative health insurance plans.
- C. Upon the implementation of this Agreement, bargaining unit employees shall contribute the following towards the cost of Health Insurance Plan A.
  - \$22.50 biweekly for single coverage
  - \$30.00 biweekly for employee and children coverage
  - \$37.50 biweekly for employee and spouse coverage
  - \$45.00 biweekly for family coverage
- D. Increases in the cost of Health Insurance Plan A affecting insurance rates for 2009 and thereafter shall be paid equally by the employee and the Employer (50% / 50% split) up to a maximum employee contribution equal to 12% of the total annual cost of the applicable coverage under Plan A.
- E. The Employer shall determine the cost sharing arrangements for the alternative plans offered after consultation with the Insurance Committee.
- F. Employees will be provided a summary of each plan prior to the enrollment period when employees may select or change coverage. Employees will be provided a copy of the plan description which the employee selects. The Union will be provided a copy of all plans in effect. The Employer may, during the life of the Agreement and after consultation with the Insurance Committee, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan A shall not be changed without concurrence from the Insurance Committee.
- G. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.
- H. Bargaining unit employees shall have the option once each year to select from among the Insurance Plans offered.

**Section 21.2.** The Employer will maintain police professional liability coverage so long as it is reasonably available.

**Section 21.3.** All employees are expected to keep themselves in a state of physical fitness, which will enable them to efficiently perform the duties of the position in which they are employed. Employees of the Police Department are encouraged to participate in a physical fitness program. The Employer will pay up to two hundred ten dollars (\$210.00) per year towards the membership dues in a recognized fitness center. Evidence the employee is not using the facility for an extended period of time shall result in the Employer dropping payment for such membership.

**Section 21.4.** Each employee shall submit to a complete medical physical every three (3) years or as required by the Employer pursuant to Article 23, Section 23.6. Specifications for the physical shall be the same as required for entrance physical examinations. The physician to perform the physicals shall be selected and paid by the Employer. Medical problems determined by the physician, that would impair the employee's ability to perform the employee's duties or endanger fellow employee's, shall require the employee to commence remedial medical correction as soon as condition is noted. (Time required to take physicals shall be paid by Employer.)

A copy of the physical examination report will be given to the employee. The employee will be required to comply with the recommendations of the examining physician. The employee may be considered for transitional work/modified duty.

In the event the employee becomes unable to perform the essential functions of the employee's position, with or without reasonable accommodation, and has no approved leave time coming, the Employer may terminate the employee. This shall be considered a disability separation.

BALL & TANOURY  
ATTORNEYS AT LAW  
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July 2, 2008

VIA FAX 224-5775

Mr. Barry Gray  
Fraternal Order of Police  
222 E. Town St.  
Columbus, Ohio 43215

VIA FAX 923-7707

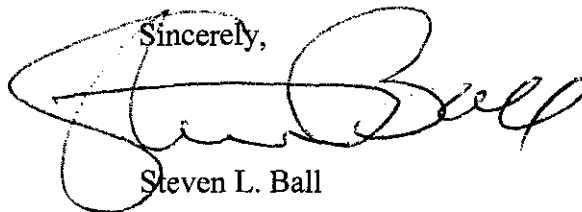
Mr. Pete B. Lowe  
Vice President/Chief Operations Officer  
Clemans Nelson & Associates, Inc.  
5100 Parkcenter Avenue - Suite 120  
Dublin, OH 43017-7563

**Re: Fraternal Order of Police, Ohio Labor Council, Inc./City of Celina  
Case Nos. 07-MED-06-0676, 07-MED-06-0677, 07-MED-06-0678**

Gentlemen:

Enclosed is the Conciliation Report in regard to the above matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Ball", written over a large, stylized, circular scribble.

Steven L. Ball

SLB/kb

Enclosure

cc: Edward E. Turner

BALL & TANOURY  
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July 2, 2008

Edward E. Turner, Administrator  
SERB  
Bureau of Mediation  
65 East State Street, 12th Floor  
Columbus OH 43215

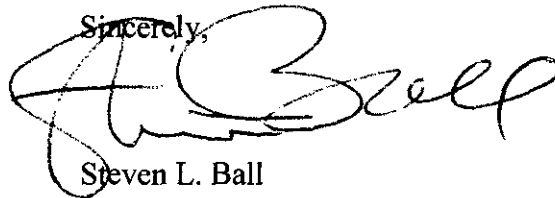
2008 JUL - 3 P 12: 16  
STATE EMPLOYMENT  
RELATIONS BOARD

**Re: Fraternal Order of Police, Ohio Labor Council, Inc./City of Celina  
Case Nos. 07-MED-06-0676, 07-MED-06-0677, 07-MED-06-0678**

Dear Mr. Turner:

Enclosed is the Conciliation Report in regard to the above matter.

Sincerely,



Steven L. Ball

SLB/kb

Enclosure

cc: Barry Gray  
Pete B. Lowe