OHIO STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT
June 11, 2009

THE CITY OF AVON, OHIO	)	
	)	**Case No.: 08-MED-07-0717**
Employer,	)	
	)	
and	)	**JOSEPH W. GARDNER**
	)	**Conciliator**
FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC.,	)	
	)	
Union.	)	

APPEARANCES

For the EMPLOYER:

Sandy Conley, *Employer Advocate*
Richard Bosley, *Police Department*
June Mitchell, *Assistant Finance Director*
Bill Logan, *Finance Director*

For the UNION:

Lucy DiNardo, *FOP/OLC Staff Representative*
Kevin Collins, *Sergeant*
Keith Haag, *Lieutenant*
Larry Fischbach, *Lieutenant*

INTRODUCTION

Upon consideration of the preferences of the parties and the availability of conciliator, the State Employment Relations Board (SERB) appointed the undersigned as the conciliator in this matter in accordance with Ohio Revised Code § 4117.14(D) (1) on March 31, 2009.

Upon notice from SERB, this conciliator sent notice to the parties that unless an agreement is reached between the parties, and unless both parties agree to an extension beyond the thirty (30) day time period, the deadline for setting the hearing would have been thirty (30) days of March 26, 2009 which would have been April 26, 2009. Both parties responded and both parties and this conciliator agreed to a hearing date for the conciliation set on May 6,

2009 at 10:00 a.m. In the correspondence dated April 4, 2009 the parties were notified regarding the rules requiring a recording device or a court reporter to record the minutes of the conciliation hearing.

The parties met on May 6, 2009 at the City of Avon Municipal Building. Both parties agreed in writing that neither the Union nor the Employer objects to the proceedings going forward without the use of a court reporter or any recording device.

This conciliator offered mediation to the parties, and the parties declined mediation. Before the conciliation hearing, the parties timely provided to this conciliator position statements as set forth in O.R.C § 4117.14(G) (3). Neither party objected to the submissions of position statements.

Both parties presented evidence by way of testimony and documentation. Both parties were given the opportunity to cross examine witnesses provided by the opposing side. Parties were able to review all documentary evidence. Both parties introduced extensive yet well organized notebooks containing documents and other evidentiary matters. Each party argued each point on each issue. Both parties were very well organized. The amount of information presented could have easily taken two days, but because of the preparation of both parties, the conciliation only took one day.

The following issues were presented at the conciliation hearing:

Issue #1 Article 11—Educational Incentive

Issue #2 Article 13—Healthcare/Life Insurance

Issue #3 Article 18—Uniform Allowance

Issue #4 Article 19—Hours of Work Week/Scheduled Hours

Issue #5 Article 21—Sick Leave

Issue #6 Article 37—Duration of Contract

Issue #7 Article 37—Wages

Issue #8 Stipend—Sergeants

After reviewing all of the evidence, this conciliator considered all of the following items set forth in O.R.C. § 4117.14(G) (7) (a)-(f):

(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 stipulation 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 finding report was provided to this conciliator, and this conciliator referred to and considered the items set forth in the fact finding report pursuant to law.

ISSUE #1—Article 11
Educational Incentive

DISCUSSION

The Union claims that the Employer has substantially increased the responsibility of the members of the bargaining unit within the police department. Due to the increase in responsibilities, the Union believes that additional education is indispensable. Those areas of additional responsibility include budget issues, training issues, scheduling issues, day to day supervision of the detective bureau, dispatch center, patrol, jail and training range. Union

witnesses testified that when a superior ranking officer, such as a captain, is absent then the lieutenant, must perform the captain's duties. Furthermore, the duties are not just "platoon wide", but are now "division wide". Currently, lieutenants are doing internal investigations where they have no formal training. Before this contract, internal investigations were performed by the captain or the chief. The Union witnesses also said that with computers becoming more and more involved in police procedure, more training must be given for computer training. The Union's final offer is as follows:

The Union would accept an increase of $200.00 for an Associate's Degree in a police science related degree and an increase of $300.00 for a Bachelor's Degree in a police science or police science related degree, payable on the first pay period of December 2010. This would be an increase from $650.00 to $850.00 for an Associate's Degree and an increase from $1,000.00 to $1,300.00 for a Bachelor's Degree.

The Employer seeks to retain the current provisions and the current amounts with the exception of a clarification to establish the same eligibility requirements for an Associate's or Bachelor's Degree. In other words, the Employer has included in its final offer language to establish that eligibility requirement for both an Associate's and Bachelor's Degree be "a degree in police science or a police science related degree." The Employer proposes to maintain the status quo with regard to the dollar amount of incentive.

The fact finder states that comparable data submitted indicates that the average educational incentive for an Associate's Degree is $632.00 per year and $777.00 for a Bachelor's Degree. As such, current contract language is in line with that provided in other jurisdictions, according to the fact finder. According to the fact finder, there would be no financial condition that would support an increase in the amount for tuition or educational reimbursement. The fact finder did, however, agree with a modification to use the phrase "or a police science related

degree" language for both the Associate and Bachelor Degrees.

The undersigned agrees that higher education is necessary for officers. However, the increase in duties will not be remedied by providing more college courses. There has not been any substantial increase in the tuition costs which would make obtaining basic instruction cost prohibitive. Spending more on formal educational courses will not better serve the employees or the public. Increase in duties should be addressed elsewhere in the contract.

The last and best offer of the Employer is appropriate under this issue.

DECISION

The contract language shall be the last and best offer submitted by the Employer:

Article 11
EDUCATIONAL INCENTIVE

Section 1. Any full-time employee who has obtained an Associate's Degree in Police Science, ***or a police Science related degree,*** shall receive an educational incentive of six hundred fifty dollars ($650.00) additional compensation each year, pro-rated in the year of completion. This compensation is to be paid in the first pay period of December.

Section 2. Any full-time employee, who has obtained a Bachelor's Degree in Police Science, or a Police Science related degree, shall receive a total educational incentive of one thousand dollars ($1,000.00) additional compensation each year, pro-rated in the year of completion. This compensation is to be paid in the first pay period of December.

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ISSUE #2—Article 13
HEALTHCARE/LIFE INSURANCE

DISCUSSION

All city employees who elect to participate in the City's group health insurance plan, except this Bargaining Unit, contribute 20% of the premium/per employee cost for coverage, with no employee maximums or "caps". At the conciliation hearing, the City had presented all of the internal comparables, which include approximately five (5) Bargaining Units all of whom pay the "straight 20%". The City has also provided several fact finding and conciliation reports, all of which have recommended the 80/20 payment of premiums with no cap provisions. All but one of the neutrals and one of the conciliators has accepted the 80/20% premium cost sharing arrangement with "Caps."

The City states that it cannot justify treating eight (8) Bargaining Unit employees differently from all of the other City employees which number approximately 107 employees.

The Employer states that this issue is a very important issue for the City. Presumably, the City, and the County for that matter, is attempting to consolidate healthcare of all public employees.

The Union has persuasively pointed out that even though the eight (8) employees of this Unit are treated differently, there is no increased expense or problems, administratively, with the present health care arrangement for this Bargaining Unit.

The Union also points out that one conciliator found that there was no substantive evidence of either errors or excessive administrative burdens with the current arrangement. The Union further points out that the employer in this case, the City of Avon, Ohio, has never claimed the inability to pay.

The Union argues that the City enjoys the benefits of a plan whose costs are managed by another entity, to wit: Lorain County. The Union points out that the City does not have the burden of negotiating increasing administrative fees with a broker or a future provider. The Union argues that the Employer in this case, the City of Avon, enjoys all the benefits of the Lorain County Health Care plan and none of the expenses related to the administrative duties that most other cities must endure.

The Union further argues that the fact finder for the dispatch unit granted wage increases to offset the cost of health premiums realizing that the employer in this case is overcharging their employees each month based on the comparables.

The Union argues that the contribution to health care premiums by this unit is substantially above other comparable jurisdictions, whereas the current salary is below the comparables. This is pursuant to SERB's 2007 Annual Report on cost and health insurance in Ohio's public sector that shows that the public employees in the Cleveland area that contribute to premiums pay 11.3% of the total premiums, with plans that have between 500 and 999 employees are paying over 14.4% of the total premium, and the average monthly contribution is $144.76 for family coverage made by those employees. The City of Avon, however, is asking for a minimum of $235 per month for family coverage and a minimum of $94 with regard to single coverage, both amounts being higher than the external comparables.

The Union's last and best offer would be to maintain the current contract language.

The fact finder in this case recommended the change proposed by the Employer which would be to retain the 80/20 split for health insurance premium with no employee maximum stated, i.e., no caps. The fact finder would not recommend any decrease in the maximum amount of employee's contributions toward health care as proposed by the Unions. The fact finder was

heavily persuaded by the internal comparables. He stated that there does not seem to be any justification for treating the sergeant and lieutenant bargaining unit any differently than any other city employees. That theme is the same theme that is carried through with most other neutrals for the other bargaining units with this city. The rationale seems to be that since all bargaining units are treated the same, this unit should not be treated differently.

The fact finder found that the agreement in this case would be retroactive and that "[B]oth parties are in agreement that the new Contract is to end on December 31, 2011". Fact Finding Report, p.19. "This fact-finder would recommend that the agreement commence retroactively to January 1, 2009 and end December 31, 2011. It is reasonable to provide as the Union proposes that there be retroactive application of the Agreement as had been done in the past. The City's other labor agreements has also contained retroactive duration provisions. The City's other labor agreements have also contained retroactive duration provisions...." Id.

The fact-finder assumed that all matters would be retroactive to January 1, 2009. The assumption was reasonable because of past practice and because of internal comparables. However, the fact finders' assumption was wrong regarding retroactivity.

The City/Employer refused to sign a waiver as set froth in 4117.14(G)(11) ORC, "therefore, any item with an economic impact cannot be awarded retroactively or to apply in calendar year 2009." Employer's brief, section 6. Historically, retroactivity waivers have always been signed. In this case, however, the City refused to sign a waiver. Because the waiver was not signed, any financial matters cannot be applied retroactively. Internally, other units have retroactive financial matters in their contracts. The Union persuasively contends that its contract and position is different, financially, from the other units.

Conciliator Kline was the only neutral to decide against the 80/20 split with no caps. Conciliator Kline found that although there was an 80/20 premium payment, other financial

factors affected the 80/20 split and affected differently the compensation package for each unit. Conciliator Kline found that although the city was attempting to provide sameness or similarity between all bargaining unit members, the city's proposal, at that time, failed to accomplish the stated goal of uniformity. In recognizing that there was not real uniformity between other bargaining units within the city, Conciliator Kline decided against the 80/20 split with no caps.

However, sharing of premiums between the employer and employees and the removal of "Caps" is a compelling argument in favor of the Employer's position.

The use of "caps" is, in the short run, favorable to the employee/consumer. No matter what happens, the employee/consumer will not be required to pay if the market costs of the premium exceeds the cap. "Caps", in the long run, are inadvisable. "Caps" prevent the free market from properly working.

The number of health care providers is relatively stable or static at any one point in time. The increase or decrease of health care providers changes slowly. If there is a high demand for health care services, the price or cost of these services will most likely increase. These factors, one or both, will probably cause the premiums to rise above the "caps". The "caps" protect the employees/consumers from the natural effects of the free market. "Caps" shield employees/consumers from the ancient law of "supply and demand".

If the consumers/employees are not paying for the increased health care services cost, then the cost of these services will be of little significance to these consumers/employees. If the consumers/employees are not concerned about costs, then the providers will surely not be hesitant to raise the prices for health services provided. Insulating the employee/consumer from increases in costs by way of a "cap" shifts the complete burden of these increasing costs to the taxpayers. The taxpayers are ill equipped to take measures to stop or slow down these increasing health care costs.

The removal of the caps forces "the sharing" of any increase of premium costs. This sharing is significant to both the employee/consumer and the taxpayer. Before personally making a choice regarding health care services, the employee/consumer will think and make a choice based upon a cost/benefit analysis. The consumer/employee who is paying will more likely choose the service that is the least amount of cost when the consumer/employee is responsible for the payment of the expense of the service. With all things being equal, the proposal of the City will let free markets work and the employee/consumer would be an actual participant in affecting the cost of healthcare.

When a consumer/employee has a concern for increases in health care costs, consumer/employee groups and Unions have acted. Most public employers and unions have joint labor/management committees. Sharing costs gives both employers and employees a common stake. Employers and employees have a common interest and will work together. By sharing the costs, the employer, unions and labor management committees will "shop" for the best services at the best prices. If the group is large enough, and this group is a county-wide group, the group will have an effect on services demanded and the costs for those services. Personal choices by each of the consumers, i.e., by each of the employees, will be a factor in stabilizing increases in prices. With the entire workforce sharing the cost of the premiums with the taxpayers, management and labor can work together to control upward spiraling health costs.

While it is true that most if not all of the other unions currently have a uniform health care plan of 80/20 without caps, all of those other bargaining units have a contract duration of 3 years.

Since the employer did not sign a waiver for retroactivity, this unit will be "stuck" with a contract longer than the other unions. This contract is significantly different than the other contracts. There is not uniformity among the contracts because the other contracts cited by the

employer have a different duration than this contract.

This issue is a very close call. This conciliator believes that sharing responsibility for health care costs, without caps, forces all parties, elected officials, taxpayers, and consumer/employers, to participate in controlling the upward spiraling costs of health care costs. The use of "Caps" and the failure to share health care costs exacerbates the increasing costs of health care.

Placing at least part of the responsibility for payment of health care costs on the taxpayers, on the employees and on the employer/consumer is crucial. Sharing responsibility for the payment of health care costs is indispensable to help contain those rising costs of health care.

DECISION

The contract language shall be the last and best offer submitted by the Employer.

Article 13
HEALTHCARE/LIFE INSURANCE

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the unions (all recognized bargaining units) regarding health care providers and levels of coverage, but the City shall make the final determination if a consensus is not reached.

Section 2. The City agrees to pay ***eighty percent (80%) of the*** premium/contribution costs for health coverage for each eligible full-time employee enrolled in any of the health coverage plans offered by the City. The election of a single or family coverage rests with the eligible bargaining

unit employee.

Each eligible bargaining unit employee electing single coverage shall pay 20% or the monthly premium/contribution cost up to a maximum of one hundred dollars (100.00) per month. Each eligible bargaining unit employee electing family coverage shall pay 20% of the monthly premium/contribution cost for family coverage up to a maximum amount of two hundred dollars ($200.00) per month. Any premium/contribution cost in excess of the Employer base and employee maximums established herein shall be paid by the Employer.

Effective January 1, 2010, each eligible bargaining unit employee electing single or family coverage shall pay twenty percent (20%) of the monthly premium/contribution costs, with no "maximum".

Section 3. Any full-time bargaining unit employee may waive health plan coverage and be paid one hundred twenty dollars ($120.00) per month in lieu of such coverage. The waiver must be requested, in writing, to the Finance Director thirty (30) days prior to the beginning of any billing cycle. Applicable waiver amounts are payable by the City to the applicable employee(s) in June and December of each year. Employees may elect to enroll in the health plan by submitting prior written notification to the Finance Director. Health coverage will commence with the applicable date following the next open enrollment period. At the time of actual enrollment, the employee shall forfeit the waiver. Notwithstanding the provisions above, if a change of status occurs (see Appendix C), an employee may elect to enroll in the health plan by submitting prior written notification to the Finance Director, and coverage shall commence in accordance with the terms of the plan.

Section 4. The City at its sole cost and expense shall provide each full-time employee with group life insurance coverage in the face amount of thirty thousand dollars ($30,000).

Section 5. Where an employee is on personal sick leave, his medical insurance premiums will be paid as provided above and medical insurance continued for the duration of his receiving payments for accumulated sick leave and vacation time. Where an employee continues to be disabled, due to a line of duty illness or injury, after using sick leave and vacation time, medical insurance costs as provided above will be paid by the City for up to six (6) additional months of disability. Upon exhaustion of those benefits, medical insurance may be continued as provided by statute at the option of the employee by his paying the full premium cost directly to the City of Avon.

Section 6. Employees may make a change in their election for health plan coverage as permitted by the provisions of the Lorain County Health Plan, or any other applicable plan in effect.

Section 7. The Employer and the Union agree that Article 13, Section 1, shall apply in the event the Employer determines it necessary to change health plan providers during the term of this agreement. It is understood that all involved parties reached a consensus in August 1996 to transfer to coverage under the Lorain County Health Plan, and that such transfer includes being subject to any modifications and/or changes in coverage and levels of benefit as determined appropriate by the Lorain County Board of Commissioners, or as may result due to a transfer of coverage to a plan other than that provided through Lorain County.

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Issues #3, #4 and #5 were resolved at conciliation. Both parties took these issues "off the table".

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Issue #6 Article 37—Duration of Contract

DISCUSSION

The Employer seeks to have the agreement commence the day following the issue of the

conciliator's award and to end on April 30, 2012.

The Employer claims that the Union was dilatory not only in commencing negotiations, but also by canceling and not properly rescheduling negotiation sessions. The City states that notice to negotiate was filed by the Union on July 16, 2008 and the Employer made itself available for negotiations by mid-August. The Employer states that the Union was not available for negotiations until September 16, 2008. The City also states that the Union re-scheduled the negotiation sessions for November 5, 2008, cancelled that session and rescheduled the session to December 12, 2008.

The Employer also stated that in the 2005/2006 negotiations the conciliator's award in that case was not issued until May 15, 2007 more than 16 months after the expiration date of December 31, 2006.

The Employer also states that the Union submitted a "new" proposal on December 12, 2008 entitled "A Memorandum of Understanding" seeking retroactivity of all economic issues including wages. The Employer did not agree to a waiver under 4117.14 (G) (11) of the Ohio Revised Code.

The Union seeks effective language for the duration of the successful bargaining unit agreement to commence January 1, 2009. The Union denies that it was dilatory. The Union states that it presented its proposals on the first day of negotiation sessions and by the third meeting, the City had yet to respond. This is proven by the dates of the tentative agreement. The Union also states that it was in December of 2008 that the City made the Union aware of the fact that an extension to include the (G)(11) Waiver would not be given by the City, even though this extension was always given in the past.

At the time of fact finding, the fact finder noted that both parties were in agreement that the new contract was to end on December 31, 2011.

The fact finder recommended that the agreement commence retroactively to January 1, 2008 and to end on December 31, 2011. The fact finder did note that there was also a retroactive application of the agreement, historically. The fact finder also stated that the other labor agreement also contained retroactive duration provisions. The fact finder recommended against the separate memorandum of understanding. It appeared that the fact finders recommendation pre-supposed that the (G) (11) Waiver was already signed. That waiver, however, has not been signed, and the Employer/City refused to sign same.

The Union's final offer would be commencing on January 1, 2009 and continue through December 31, 2011. However, the Union seeks retroactivity for all economic benefits tentatively agreed to through negotiation sessions. Unfortunately, without a waiver, retroactivity may be contrary to law. See §4117.14(G)(11), Ohio Revised Code.

DECISION

The Employer's last and best offer shall be chosen as part of the contact under this Article.

ISSUE 6 – EMPLOYER'S DURATION

This agreement shall be effective **commencing with the day following the issuance of the 2009 conciliation award** and shall remain in full force and effect through **April 30, 2012.**

If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than one hundred fifty (150) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks after receiving notice of intent.

The parties acknowledge that during the negotiations which resulted in this agreement,

each party had unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such the time they negotiated or signed this agreement.

NOTE

While looking at the evidence presented and the notebooks presented, the Union presented Issue #7 and not Issue #8. In the Union's final offer on Issue #7, it stated an increase in the differential pay rate for both the sergeants and the lieutenants and it also included a second subject which was a signing bonus. The Union also presented a fourth paragraph regarding the assignment of a lieutenant for duties of a captain or the chief of police.

The Employer on the other hand provided Issue #7 as an Issue regarding wages, to wit, differential pay rate, for both the sergeants and the lieutenants. In that Issue #7, the Employer also included the pay of a lieutenant when the chief of police assigns a lieutenant the duties of a captain or the chief of police for two consecutive days or more. The Employer separated the payment of stipend , i.e., signing bonus for sergeants to Issue #8. The Employer listed no stipend or signing bonus to the lieutenants. The Union listed the payment of a signing bonus on Issue #7.

During the conciliation, the issue about payment of a lieutenant who is assigned the primary duties of a captain or the chief of police for two consecutive days was "T.A. ed" and therefore is off of the table. The language of that "T.A." shall be part of the contract.

We are finally left with two issues:

The last and best offer of the Union for Issue #7 containing the rank differential pay rate and the $1,000.00 signing bonus for both sergeants and lieutenants. Issue #7 for the Employer contains a lower rank differential between sergeants and lieutenants.

In Issue #8, the Employer presented the language regarding a stipend/signing bonus for the sergeants, only. The Union offered no language for Issue #8.

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ISSUE #7
Wages

DISCUSSION

The Employer proposes to maintain an existing rank differential of 12% for both the sergeant and lieutenant's positions. Historically, those percentages are reasonable.

The Employer also states that compared to other like cities, the lieutenants and the sergeants are very well compensated.

The Union states that there has been an increase in duties for both the sergeants and the lieutenants. The number of officers have increased and lieutenants have been removed from road duties and reassigned to administrative details within the department. Due to the re-assigning, growth within the department and in the city, the sergeants' duties and lieutenants' duties have increased substantially.

The Union also points out that the mayor himself has seen fit to award himself increases of over 17% from the years 2007 through 2009. Furthermore, the minimum increase awarded non-bargaining employees within the City of Avon is 4% each year plus a stipend of between $500.00 and $2,000.00 for work anticipated that may have to be done during the construction of a recreation complex.

Furthermore, as was set forth earlier in this conciliation process, the lieutenants have

been reassigned and been given more duties. Their job duties include, but are not limited to overseeing all aspects of the budget, scheduling and training with regard to the detective bureau, road division, dispatch, jail and the range.

Considering all of the evidence, this conciliator believes that the Union's last and best offer is the one that should be chosen.

DECISION

The Union's last and best offer shall be the language in the contract for Issue #7:

Commencing with the first pay in January 2010, Sergeants shall receive a rank differential pay rate equal to fourteen (14%) greater than the rate received by a police officer in the highest wage rate.

Commencing with the first pay in January 2010, Lieutenants shall receive a rank differential pay rate equal to fourteen (14%) greater than the rate received by a Sergeant in the highest wage rate.

Upon ratification of this agreement, or issuance of a conciliator's award, as may be applicable, Sergeants and Lieutenants shall each receive a signing bonus of one thousand ($1,000.00) dollars.

ISSUE #8
STIPENDS – SERGEANTS

DISCUSSION

The Employer argues the recommendation of the fact finder that the sergeants be paid a one time stipend. The one time stipend proposed is the amount of $570.00 payable in the first pay of 2010.

Since this conciliator has also awarded a signing bonus in Issue #7, an additional stipend is not in order. Therefore, the last and best offer is the offer of the Union. The Union has

presented no language on this issue, therefore, no language shall be entered into the contract.

DECISION

Since the Union has not proposed or provided any language to be entered into the contract under this Issue, no language shall be placed into the contract under this Issue.

SUMMARY

No.	Issue	Last and Best Offer Chosen
1.	Educational Incentive	Employer's proposal
2.	Health Care/ Life Insurance	Employer's proposal
3.	Agreement reached at conciliation	
4.	Agreement reached at conciliation	
5.	Agreement reached at conciliation	
6.	Duration	Employer's proposal
7.	Wages (part of this issue was agreed upon at Conciliation)	Union's proposal
8.	Stipend (part of this issue was agreed upon at Conciliation)	Union's proposal

JOSEPH W. GARDNER, # 0033400
Conciliator
4280 Boardman-Canfield Rd.
Canfield, OH 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
Email: jwg1118@sbcglobal.net

CERTIFICATION

I hereby certify that a copy of the foregoing Conciliation Report has been sent via regular U.S. mail and/or facsimile/e-mail this 11th day of June, 2009 to:

(1) **Ms. Lucy DiNardo**
Staff Representative
Fraternal Order of Police OH Labor Council, Inc.
2721 Manchester Road
Akron, OH 44319
Fax: (330) 753-8955
E-mail: ldinardofop@wowway.com

(2) **Ms. Sandy Conley**
Employer Advocate
Clemans, Nelson & Associates, Inc.
2351 S. Arlington Road Suite A
Akron, OH 44319
Fax: (330)-785-4949
SConley@ClemansNelson.com

(3) **Mr. Edward E. Turner**
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213
Fax: (614) 466-3074

JOSEPH W. GARDNER, # 0033400
Conciliator
4280 Boardman-Canfield Rd.
Canfield, OH 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
Email: jwg1118@sbcglobal.net

Joseph W. Gardner
ATTORNEY AT LAW
4280 BOARDMAN-CANFIELD ROAD
CANFIELD, OHIO 44406

PHONE: (330) 533-1118
FAX: (330) 533-1025
www.jwgardnerlaw.com

June 11, 2009

Ms. Sandy Conley
Clemans, Nelson & Assoc. Inc.
6500 Emerald Pkwy - Ste 100
Dublin, OH 43016

Ms. Lucy DiNardo
FOP, OH Labor Council, Inc.
2721 Manchester Road
Akron, OH 44319

Re: **City of Avon and Fraternal Order of Police, Ohio Labor Council, Inc.**
Case No.: 08-MED-07-0717

Dear Ms. Conley & Ms. DiNardo:

Please find enclosed the Conciliation Report together with my invoice. If you should have any questions, please feel free to contact me.

Very truly yours,

JOSEPH W. GARDNER
Attorney at Law

JWG:law
CC: **Edward Turner**
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213