

**STATE EMPLOYMENT RELATIONS BOARD**

**CONCILIATOR'S AWARD**

IN THE MATTER OF:

AUSTINTOWN TOWNSHIP

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Case Number 2014-MED-01-0041

Before Conciliator: Thomas J. Nowel  
January 21, 2015

PRESENTED TO:

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## INTRODUCTION

Thomas J. Nowel was appointed to serve as Conciliator in the case as captioned on the cover page by the State Employment Relations Board on September 3, 2014 in accordance with Ohio Revised Code Section 4117.14 (D) (1). Hearing was held on January 7, 2015 at the offices of Austintown Township.

The collective bargaining agreement between the parties expired on March 31, 2014. Bargaining sessions were conducted on five separate occasions, and hearing at fact finding was held on July 11, 2014. The Report and Recommendation of the Fact Finder failed to resolve the negotiations, and the parties met again in an attempt to resolve issues at impasse. Although a number of issues were resolved, the impasse on a series of economic proposals continued. Hearing at conciliation was then scheduled. Prior to the commencement of the hearing, the Conciliator discussed the possibility of a mediated settlement, but the parties preferred to move forward with the hearing. The evidentiary hearing was therefore convened at 10:45 am.

The bargaining unit includes eight Dispatchers including one Lead Dispatcher.

In addition to the bargaining unit, which is the subject of this Conciliation, there are a number of other unionized departments at the Township including police, fire, and five units represented by the Teamsters Union.

### OUTSTANDING ISSUES:

Article 17, Compensation, Sections 1 – 4 (general wage increases)

Article 17, Compensation, Section 5, Lead Dispatcher/Working Supervisor

Article 17, Compensation, Section 7 (new), IT Stipend  
Article 17, Compensation, Section 8 (new), Senior Dispatcher Pay Supplement  
Article 24, Insurance, Sections 1 - 4, Contribution Rates for Township Coverage  
Article 24, Insurance, Section 7, Opt-Out

Those participating at hearing for the Employer included the following:

Robin L. Bell, Clemans, Nelson & Associates  
Mike Dockry, Township Administrator  
John Mashiska, Assistant Fiscal Officer

Those participating at hearing for the Union included the following:

Jeff Perry, OPBA  
Jessica Pickard, Dispatcher  
Frank Yacucci, Lead Supervisor

#### BACKGROUND

In analyzing the positions of the parties regarding each issue at impasse and then selecting one or the other final offer of the parties, the Conciliator is guided by the principles which are outlined in ORC Section 4117.14 (G) (7) (a-f) as follows.

1. The past collectively bargained agreement between the parties.
2. Comparison of the issues submitted to fact finding 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.
3. 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.
4. The lawful authority of the public employer.
5. The stipulations of the parties.
6. Other factors, not confined to those listed above, which are normally or traditionally taken into consideration in 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.

In addition to the above guidelines, the Report and Recommendation of the Fact Finder in this matter is given consideration in the development of an Award regarding the outstanding issues at Conciliation.

During the course of the hearing, the parties had full opportunity to advocate for their respective positions, submit exhibits, present testimony and discussion, and engage in rebuttal of the submissions and arguments of the other party.

The Union states that the Employer is able to finance its proposals at Conciliation based on the improvement of the economy nationally, regionally and particularly in Austintown Township. The Union points to statistics which illustrate increased employment and significant reduction in unemployment regionally and in Mahoning County. Economic growth in 2014 has occurred in the state and Youngstown area. The Union provides a series of media releases and Bureau of Labor Statistics memos which highlight a significantly improved economy. These same exhibits were presented to the Fact Finder. The Union points to the Austintown Growth Foundation memo of June 10, 2014 which illustrates numerous new construction projects in the Township, and the new Racino, which is located in the Township. The Racino promises direct tax revenue and the spin off of increased tax receipts from restaurants and hotels. Additionally the Township is well positioned to benefit from revenue generated from shale well drilling. The Union states that it willingly made concessions in previous negotiations during the

recession but argues that the Employer's financial condition currently allows for the granting of its proposals at Conciliation.

The Employer states that it is not arguing an "inability to pay" as this is not an issue in these proceedings. The Employer states that tax revenue from the Racino has been delayed, as it is not clear how it is to be paid to the Township. Unlike other political subdivisions, the Township does not rely on income tax revenues but is dependent on property tax which is limited due to roll-back. The Employer must therefore budget cautiously. The Employer states that 38.8% of township residents are non-working, and a high number of working citizens have an income which is less than that earned by bargaining unit members. The Employer states that its proposals at Conciliation exceed those which were presented at fact finding and are therefore reasonable and should be adopted by the Conciliator.

#### ANALYSIS AND AWARD

A discussion of each issue at impasse and award of the Conciliator is as follows.

##### **1. Article 17, Compensation, Sections 1 - 4, Full and Part Time Dispatchers**

The Employer proposes general wage increases of 3% effective April 1, 2014; 2% effective April 1, 2015; and 2% effective April 1, 2016. The Union proposes general wage increases of 3% effective April 1, 2014; 2% effective April 1, 2015; and 2.5% effective April 1, 2016. The Employer's wage proposal was significantly less at fact finding. The Fact Finder recommended wage increases for each year of the new

Agreement of 2.25%, 2.5% and 2.5%. The effective date of the new Agreement is April 1, 2014 through March 31, 2017. The parties entered into a “(G) (11)” waiver.

UNION POSITION: The Union points to the strong economic recovery nationally and in the region. Unemployment in Mahoning County has dropped to 4.9%. The Union states that it is critical to note that bargaining unit employees agreed to a three year wage freeze during the last collective bargaining agreement while, during the same period, public sector employees in the Warren/Youngtown region averaged small wage increases as did dispatchers across the State of Ohio (SERB Wage Settlement Breakdown). In a comparison of Austintown Township dispatchers with their peers in public sector jurisdictions in Mahoning and Trumbull Counties, bargaining unit employees are at 95.97% of the average, and, when certain benefits are factored into the equation, Austintown is at 94.96% of the average. The Union states that the Employer’s Police Department web site illustrates the wide ranging list of duties performed by bargaining unit employees. The workload exceeds that which is found in many similar jurisdictions, and logged calls coming into the dispatch center have increased by 18.7% over a four year period ending in 2014. The Union states that the Police Chief has received significant increases in wages in 2014 and 2015 as have other administrators who are employed by the Township. Although bargaining unit employees received lump sum payments during the previous collective bargaining agreement, there was no roll up effect. Wage rates remained stagnant. The Union argues that comparable jurisdictions presented by the Employer are not completely relevant. Perry is in another county and is at least one

hour from Austintown Township, and Girard and Beaver Townships are very small jurisdictions. Additionally, these jurisdictions do not have the strong economic growth experienced by Austintown Township which includes the new Racino. The Union highlights the fact that citizens in the township passed police and fire levies in 2012. Employees in the police and fire bargaining units have completed negotiations for the 2014 to 2017 Agreements, and the parties bargained wage increases of 3%, 2% and 2.5%. These increases are the same as those proposed by the Union in the instant matter. The Union asks the Conciliator to grant its three year wage proposal.

EMPLOYER POSITION: The Employer states that its proposal at Conciliation exceeds what was presented at Fact Finding and would result in a \$300.00 increase over and above the recommendation of the Fact Finder. Its proposal front loads the three year increases. The Employer states that Dispatchers also receive 6% pension pick-up. The Employer argues that its list of comparable jurisdictions is most relevant based on population and other demographic features. Austintown Township Dispatchers are clearly on the high end of the scale when base wages are compared and again when total compensation, including benefits, is determined. The Employer argues that compensation is the highest in the region when its wage proposal is included. When compared to peers across the state, bargaining unit employees are compensated at the high end. The Employer reminds the Conciliator that wages are on the high end when compared to the jurisdictions reviewed by the Fact Finder. The Employer emphasizes that tax receipts from the Racino have been

delayed following action by the office of the Ohio Governor. The Employer states that the new collective bargaining agreement with the Fraternal Order of Police was settled following fact finding, and the parties found it not necessary to proceed to conciliation. Likewise the Agreement with the IAFF was settled without fact finding and conciliation. A number of the collective bargaining agreements with the Teamsters Union provide for three 2% wage increases. The Employer states that historically the Dispatcher bargaining unit has received wage increases and/or lump sum payments consistently over the past nine years. The Employer believes its proposal is fair and meets the standards to be considered by the Conciliator.

AWARD: The economy in and around Austintown has improved during the past few years, and the Racino will provide economic benefit as will the spin-off from restaurants and hotels. The Employer is not arguing "inability to pay," and Township budgetary information was not presented at hearing. The final proposals of both parties are very close, only a one half percent difference in the third year. The Fact Finder determined that bargaining unit employees are not behind in pay compared to their peers in the region based on jurisdictions presented by the Employer and Union, and this fact was generally confirmed during hearing at Conciliation. The Union makes a strong point regarding the terms of the last Agreement in which no base wage increases were granted during negotiations. While all internal comparables must be considered in these proceedings, the Fact Finder determined that the most applicable internal comparables to Dispatchers represented by the OPBA are Police Department employees represented by the FOP

and Fire Department employees represented by the IAFF. Hearing at fact finding was held on July 11, 2014, and the FOP signed a new Agreement with the Township on October 27, 2014. The IAFF signed a new Agreement with the Township on December 8, 2014. The Fact Finder did not know, of course, that both new Agreements would contain wage increases of 3%, 2% and 2.5% on April 1 of each year of a three year settlement. These settlements mirror exactly the Union's final proposal in the instant case. The Conciliator notes that Police Department employees do not benefit from the pension pick-up provision enjoyed by Dispatchers, but Fire Department employees are provided with this benefit. The parties in the Police Department apparently made other decisions based on the collective bargaining process. Based on these internal comparables; base wage freezes during the previous three year Agreement; the Employer's ability to finance the wage proposal; and the illustrated increase in calls to the dispatch center, the Union's final offer at conciliation is granted. 3% general wage increase effective April 1, 2014; 2% general wage increase effective April 1, 2015; 2.5% general wage increase effective April 1, 2016. Language is as follows.

Article 17, Compensation

Section 17.1. Wage rates for the duration of the agreement shall be as set forth below. The Township shall have the right to hire an employee or advance an employee through the steps faster based upon merit.

Section 17.2. Full-Time Dispatchers. Wage rates for full-time bargaining unit members are based on years of continuous full-time service with the Employer, and shall be as follows for the duration of the agreement for those employees in full-time status prior to April 1, 2011:

Years of Service	2014 (3%)	2015 (2%)	2016 (2.5%)
More than three (3) years	\$20.25	\$20.66	\$21.17

Section 17.3. New Full-Time Dispatchers. Wage rates for full-time bargaining unit members are based on years of continuous full-time service with the Employer, and shall be as follows for the duration of the agreement for those employees who enter full-time status on or after April 1, 2011:

Years of Service	2014 (3%)	2015 (2%)	2016 (2.5%)
Probationary Rate	\$15.45	\$15.76	\$16.15
Less than one (1) year	\$16.48	\$16.81	\$17.23
One (1) year to two (2) years	\$18.22	\$18.59	\$19.05
Two (2) to three (3) years	\$19.23	\$19.61	\$20.11
More than three (3) years	\$20.25	\$20.65	\$21.17

Section 17.4. Part-Time Dispatchers. Wage rates for part-time bargaining unit members are based on years of continuous part-time service with the Employer, and shall be as follows for the duration of the agreement.

Years of Service	2014 (3%)	2015 (2%)	2016 (2.5%)
Less than nine hundred (900) hours	\$10.07	\$10.27	\$10.51
Nine hundred (900) hours to three (3) years	\$12.77	\$13.03	\$13.35
More than three (3) years	\$16.70	\$17.04	\$17.47

**2. Article 17, Compensation, Section 5, Lead Dispatcher/Working Supervisor**

The Union proposes that the wage rate for the Lead Dispatcher reflect 17.6% above the top pay rate for full-time dispatchers. The Employer opposes the increase and proposes to maintain the 15% differential which currently exists.

UNION POSITION: The Union states that the relationship between the Lead Dispatcher and other Dispatchers in the Department is similar to the relationship between a Lieutenant and patrol officers. There is a 31.6% wage differential in this relationship. Sergeants are paid 15.6% above patrol officers. The Union argues that its proposal is reasonable based on the wage structure in the Police Department. The Union states that it would have made a proposal to increase the differential at an earlier time, but decided to wait until the economy recovered. The Union argues that the Township historically increases compensation when additional responsibilities have been added to a position, and this is the case in this instance. In addition, the number of Dispatchers has increased over the past years. The proposal to increase the differential to 17.6% is a matter of equity, and the Fact Finder supported the proposal.

EMPLOYER POSITION: The Employer states that, although the Lead Dispatcher is on duty 24/7, he is not restricted from taking vacation and other personal days. Most comparable jurisdictions do not employ a Lead Dispatcher, and it has been shown that Austintown Township employees are highly paid compared to their peers. The Employer states that there is an 11.9% differential between Sergeants and Patrol Officers. The Employer states that the current differential of 15% meets equity and should be maintained in the new Agreement.

AWARD: Testimony from the Lead Dispatcher at hearing indicated that his duties and level of responsibility have increased significantly over the past six years with no additional compensation. It is significant that the Lead Dispatcher is on call 24/7, and testimony revealed that it is not uncommon that he is called in regularly during off hours. This has an impact on his home and family life and deserves additional compensation. The Fact Finder stated in his Report that “the record is clear that the Lead Dispatcher is not being compensated for some of his many contributions to the Department.” There was no additional evidence at hearing to suggest otherwise. Therefore the proposal of the Union regarding wage differential and the recommendation of the Fact Finder are confirmed and awarded. The wages of the Lead Dispatcher will reflect a rate which is 17.6% greater than the top rate for full-time Dispatchers for the duration of the Agreement.

#### Article 17, Compensation

Section 5. Lead Dispatcher/Working Supervisor. Wage rates for the Lead Dispatcher shall be as follows for the duration of the agreement, 17.6% above the top pay rate for full-time dispatchers.

### **3. Article 17, Compensation, New Section 7, IT Stipend**

The Union proposes an annual stipend of \$2500.00 for any dispatcher who is assigned to IT specific duties. The Employer is opposed to the stipend proposal.

UNION POSITION: The Union states that a significant number of IT duties have been placed upon the Lead Dispatcher over the past few years. The Union argues that the Lead Dispatcher has saved the Township a significant amount of time and finances by handling duties which in other jurisdictions are completed by outside

contractors. The Union states, that, in a snapshot taken since the week of August 25, 2014, the Lead Dispatcher has averaged 12.78 hours per week completing IT work for the Employer. This averages 664.56 hours for a one year period. If the Employer contracted for this work, the costs would be significant. The Union states that its proposal of a \$2500.00 stipend is based on the recommendation of the Fact Finder.

EMPLOYER POSITION: The Employer states that the Lead Dispatcher currently receives a wage differential which is fair compensation for his additional duties including IT tasks. The Employer suggests that most of the IT duties are completed during the regular work shift, and the Lead Dispatcher receives overtime compensation when he performs said duties outside his regular work day. The Employer is opposed to the additional compensation.

AWARD: The Fact Finder stated, in the recommendation for a \$2500.00 annual stipend, that an employee should be properly compensated for duties performed. This is a common sense approach. In addition, both parties have made credible arguments. The Union's argument, that the Lead Dispatcher has saved the Township significant monies, is meritorious. Likewise, the Employer's argument, that the Lead Dispatcher is already highly compensated compared to other Dispatchers in the Department, is legitimate. The Fact Finder recommended a \$2500.00 stipend specifically for the current Lead Dispatcher, and testimony at hearing revolved around the duties he performs. The Fact Finder also suggested

that the stipend should not be paid to the Lead Dispatcher's replacement in the future if she/he does not perform IT related duties. The Conciliator is mandated to select one or the other final proposal of one of the parties. The Union's proposal states the following. "Should the Township assign or order a dispatcher to IT duties, that dispatcher shall receive an annual stipend of twenty-five hundred (\$2500.00) dollars to compensate him for his extra duties." This proposal is not specific to the Lead Dispatcher. It is very open ended. Testimony was clear regarding time spent completing IT duties by the Lead Dispatcher. But if other bargaining unit employees complete minor IT responsibilities on a limited basis, one might interpret the proposed language to include other Dispatchers in the payment of the annual stipend. The Fact Finder's recommendation did not anticipate or include this possibility. The language being open to interpretation could result in grievances and disputes between the parties. In light of the award regarding the increased differential in the Lead Dispatchers wages and the open ended final offer presented by the Union, the Employer's proposal to reject the annual IT stipend is awarded. The parties will have an opportunity to revisit this issue in future negotiations in respect to the Lead Dispatcher's duties. The new Agreement will not contain an IT stipend provision.

#### **4. Article 17, Compensation, New Section 7, Senior Dispatcher**

The Union proposes that Dispatchers, who have achieved fifteen years of continuous service with the Communications Division, will receive a base wage

increase of 5%. The proposal limits the wage bump to no more than two bargaining unit employees. The Employer proposes an additional 5% base wage increase to one Dispatcher with fifteen years of continuous service in the Department.

UNION POSITION: The Union states that the Police and Clerical collective bargaining agreements include language similar to its proposal. The Union points to its exhibit which illustrates the difficulty the Township has experienced in hiring and retaining qualified, experienced and dedicated Dispatchers. In addition, the Union states that there is a one to four ratio in the Police Department regarding senior pay (five bargaining unit members). Its proposal here matches that ratio. The Union states that its proposal mirrors the recommendation of the Fact Finder. The Union disagrees with the Employer's assertion that its proposal creates a new classification and is therefore in violation of ORC Section 4117. The Union argues that the Conciliator follow the recommendation of the Fact Finder.

EMPLOYER POSITION: The Employer is willing to include a provision in the Agreement which provides for a 5% increase in the base wage of one Dispatcher, that being the most senior, who has achieved a minimum of fifteen years in the Department. The Employer rejects the Union's proposal to include two Dispatchers as bargaining unit employees are already highly compensated compared to their peers in the region. The Employer argues that the Fact Finder erred in his recommendation. He created a new classification titled Senior Dispatcher, and the Union's proposal mirrors the recommendation. The Conciliator therefore is barred

from awarding the Union's proposal as only the State Employment Relations Board, through its representation procedures, is able to modify the description of the bargaining unit.

AWARD: The Union's arguments regarding this proposal mirror the recommendation of the Fact Finder who found that the increased wage rewarded long service and provided an aid to the Employer in retention of quality staff. No new evidence or arguments were presented at hearing, and there is no evidence that the Employer is not able to fund the proposal. The argument regarding the Police bargaining unit ratio is compelling. The Union's proposal is therefore awarded. The Employer argues that the Fact Finder, perhaps inadvertently, recommended a new classification to be included in the bargaining unit and states that he is barred from doing so, and, as the Union's proposal at conciliation also has the effect of creating a new classification, the Conciliator is barred from granting it. The Conciliator believes that neither the Fact Finder's recommendation or the Union's proposal create a new classification. The term Senior Dispatcher is a parenthetical title and only denotes an employee who has achieved fifteen years of service. The Senior Dispatcher's duties are not modified in any manner from other Dispatchers. And in any event, Article 17 makes specific reference to the "Lead Dispatcher/Working Supervisor" which title does not appear in the Recognition provision of the collective bargaining agreement. The term Lead Supervisor is also a parenthetical title. Although the Union's proposed language includes the term "Senior Dispatcher classification," it also states that this is a "rank" achieved based upon years of

service. Article 1 recognizes the Union as the sole and exclusive bargaining agent for all employees in the classification of full-time and part-time Dispatcher. The Lead Dispatcher and Senior Dispatcher are Dispatchers as anticipated in this description. The Conciliator's opinion cannot, of course, re-interpret statute and/or exceed decisions of the State Employment Relations Board, but it is believed that the Union's proposal is not in violation of the statute or rules. While the Award at Conciliation is binding on the parties, they have the ability, by mutual agreement, to adjust language in order to create an acceptable comfort level. The Union's proposal is awarded as follows.

#### Article 17, Compensation

Section 7. Senior Dispatcher. A Dispatcher with fifteen (15) years of continuous service with the Austintown Communications Division shall be known as a Senior Dispatcher. At any time there shall only be two (2) Senior Dispatchers, so that the two (2) most senior will qualify in the event there are more than two (2) at any one time. There shall be no pyramiding of benefits associated with the Senior Dispatcher classification. Upon achieving the Senior Dispatcher rank, the base wage of the employee will be increased by five (5%) percent.

#### **5. Article 24, Insurance**

The Union proposes to modify the formula, which is contained in the Agreement, regarding the employee share or cost of health insurance. Currently bargaining unit employees pay approximately 15% of the monthly premium. Article 24 contains a provision which splits any increase in premium cost equally between the Employer and employee, a 50/50 split. The Union proposes that the Employer pay 85% of the premium and employees pay 15% while deleting the provision requiring a 50% cost sharing of any increase in order that the Employer would incur

the costs of all increases during the term of the new Agreement. The Employer proposes to maintain status quo.

UNION POSITION: The Union argues that bargaining unit employees pay significantly more of the health insurance premium than most public sector employees in the region and across the state. The Union cites the “2013, 21<sup>st</sup> Annual Report on the Cost of Health Insurance in Ohio’s Public Sector.” This comprehensive study indicates that bargaining unit costs for health insurance exceed those for most townships across the state (5.8% single/7.1% family). And in the Warren/Youngstown region, employee share of monthly premiums average significantly less than bargaining unit costs (6.9% single/6.8% family). The Union suggests that the Fact Finder, who essentially found for the Employer, may not have seen this document. Comparables in the region confirm what the SERB report indicates, that bargaining unit peers pay less for health insurance. The Union argues that the Township insurance committee (Article 24, Section 5) has been largely ineffective since the Employer joined the current insurance consortium. The committee’s ability to select more effective insurance plans is now limited. The Union argues that, in light of the high employee cost for health insurance, the 50/50 split of increased costs negatively impacts bargaining unit employees. The Union believes the Fact Finder did not have all the facts and asks for the awarding of its proposal.

EMPLOYER POSITION: The Employer states that maintaining status quo is critical. All Township employees, including unionized and non bargaining unit staff, participate in the Employer-wide plan which includes current employee cost sharing and the 50/50 split in any increase in premium. There are approximately 100 Township employees, and it would be very difficult and unfair to other employees to carve out eight employees from the general program. The Employer states that the insurance committee recommended participation in the consortium, and this then reduced costs for the Township and employees based on an eighteen month plan. The Employer argues that the 50/50 split in increased costs motivates the committee to work in a diligent manner. The Employer states that the HSA plan has helped in covering deductibles, and, in reality, fifty percent of employees have had no health insurance claims in the recent past. The Employer states that the Fact Finder got it right and advocates for no change in the plan as outlined in the collective bargaining agreement.

AWARD: The Fact Finder indicated that employee costs were higher at Austintown Township when compared to regional jurisdictions, and evidence at hearing confirms this. Nevertheless, a critical comparable, when considering all aspects of an employer's health insurance plan, is internal. The Employer's argument, that consistency across the Township is critical, is compelling. Although employee costs based on the 50% percent cost sharing has been a concern, evidence indicates that there has been a small reduction in the employee share of monthly premium under the HSA plan, and costs appear to be flat for the PPO plan. The parties are nearly

one year into the new collective bargaining agreement, and it is possible that insurance costs may be contained during its term. The Fact Finder stated that the Union did not prove that its members should be treated differently than all other employees. The proposal of the Employer is hereby awarded.

Article 24, Insurance

Section 1. The Employer shall provide coverage to all full-time bargaining unit members represented by OPBA comprehensive major medical/hospitalization health insurance and ancillary coverage pursuant to the plan selected by the insurance committee under this article. The applicable plan offering(s) shall be reduced to writing and provided to employees whenever there is a change in policy. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Contribution Rates for Township Coverage. The parties shall contribute the following amounts toward the monthly premiums for health care coverage provided by the Austintown Board of Trustees as follows:

<b>PPO PLAN COVERAGE</b>	<b>EMPLOYER</b>	<b>EMPLOYEE</b>	<b>TOTAL BASE CONTRIBUTION</b>
Single Contribution	\$379.80	\$42.20	\$422.00
Employee/Child(ren)	\$694.80	\$77.20	\$772.00
Employee/Spouse	\$795.60	\$88.20	\$844.00
Family Contribution	\$1120.50	\$124.50	\$1245.00

<b>HSA PLAN COVERAGE</b>	<b>EMPLOYER</b>	<b>EMPLOYEE</b>	<b>TOTAL BASE CONTRIBUTION</b>
Single Contribution	\$292.55	\$32.51	\$325.00
Employee/Child(ren)	\$538.44	\$59.83	\$598.27
Employee/Spouse	\$586.08	\$65.12	\$651.20
Family Contribution	\$862.96	\$95.89	\$958.85

Should the plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Section 3. Township HSA Contributions. The Township will establish an HSA account for each bargaining unit member covered by its HSA plan and contribute the following annual amounts to each member’s respective account based upon the applicable coverage:

	Annual Contribution Amount	
	\$2000/\$4000 Plan	\$4000/\$8000 Plan
Single Coverage	\$1400.00	\$1730.00
Employee/Child(ren) Coverage	\$2800.00	\$3460.00
Employee/Spouse Coverage	\$2800.00	\$3460.00
Family Coverage	\$2800.00	\$3460.00

Annual contributions shall be credited to the Employee's HSA account effective January 1 of each year. Any employee that separates from service with the Employer during the course of the year shall have his annual contribution prorated on a monthly basis so that any overpayment amount is deducted from the employee's final severance check. Employees may elect to supplement the above Township contribution, subject to the IRS maximum limits, through the execution of a pre-tax payroll deduction form.

#### **6. Article 24, Insurance, Section 7, Opt-Out**

Employees may opt-out of health insurance if they are able to provide proof of other insurance. Employees, who do so, receive a payment of \$100.00 per month from the Employer. The Union proposes an increase of the payment to \$150.00 per month. The Employer is opposed to an increase in the opt-out payment.

UNIION POSITION: The Union argues that the opt-out payment is a win-win for the Employer as it reduces health insurance costs. The Union states that, in order for employees to benefit from the opt-out provision, the amount must be increased. The Union states that the proposal is reasonable and was supported by the Fact Finder.

EMPLOYER POSITION: The Employer states that all of the collective bargaining agreements with the Township provide for an opt-out payment of \$100.00. None

have been increased during labor negotiations. The Employer states further that none of the current members of the bargaining unit opt-out of insurance coverage. The Employer proposes current contract language.

AWARD: The Employer's argument, that there should be no change in the opt-out payment based on all other Township employees being at the \$100.00 level, is compelling. As stated earlier, internal health insurance comparables are critical to the decision of a neutral based on the statute. And while the Union suggested that employees might take advantage of the opt-out, if it was increased, there was no evidence at hearing that any one employee in the bargaining unit would participate at the higher rate. It is true that the Fact Finder recommended the increase in the face of the same evidence presented at Conciliation, but in considering the Union's proposal regarding the employee health insurance premium payment, which he rejected for current contract language, he made the following statement. "However, the main factor that must be considered in this case is internal comparability" (pg. 27, F.F. Recommendation). Based on internal comparability and the fact that no employees currently participate, the proposal of the Union is rejected. Current contract language will be maintained during the term of the new Agreement.

## CONCLUSION

The Conciliator has reviewed the pre-hearing statements of the parties and all facts presented at hearing including exhibits presented during the evidentiary hearing. In addition, the Conciliator has considered the positions and arguments presented by the parties regarding each issue at impasse; the Report and Recommendation of the Fact Finder; and the criteria enumerated in Ohio Revised Code section 4117.14 (G) (7) (a-f).

In addition to the decisions contained in this Award, all tentative agreements reached by the parties and all unopened articles of the Agreement are hereby incorporated in this Award by reference.

A summary of the various Awards, as found in this document, is as follows.

1. Article 17, Compensation, Sections 1 – 4, Full and Part-Time Dispatchers

Union

2. Article 17, Compensation, Section 5, Lead Dispatcher/Working Supervisor

Union

3. Article 17, Compensation, New Section, IT Stipend

Employer

4. Article 17, Compensation, New Section 7, Senior Dispatcher

Union

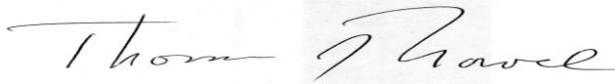
5. Article 24, Insurance

Employer

6. Article 24, Insurance, Section 7, Opt-Out

Employer

Respectfully submitted and issued at Cleveland, Ohio this 21<sup>st</sup> Day of January 2015.



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Thomas J. Nowel  
Conciliator

CERTIFICATE OF SERVICE

I hereby certify that, on this 21<sup>st</sup> Day of January, 2015, a copy of the foregoing Award of the Conciliator was served by electronic mail upon Jeff Perry, representing the Ohio Patrolmen's Benevolent Association; Robin L. Bell, Clemans, Nelson & Associates, representing Austintown Township; and Donald M. Collins, General Counsel, State Employment Relations Board.



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Thomas J. Nowel  
Conciliator

