

STATE OF OHIO

STATE EMPLOYMENT  
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD

2009 DEC 24 A 8:39

IN THE MATTER OF CONCILIATION  
BETWEEN

Case No. 06-MED-09-1025

OHO PATROLMEN'S BENEVOLENT  
ASSOCIATION

"Employee Organization"

and

CITY OF ORRVILLE

"Employer"

**REPORT AND AWARD OF CONCILIATOR**

**Representative on behalf of  
Employee Organization:**

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These matters come before the Conciliator as a result of a referral on October 31, 2007 by the State Employment Relations Board (“SERB”) pertaining to conciliation protocol between the Ohio Patrolmen’s Benevolent Association, as the collective bargaining representative for a mixed bargaining unit of full-time sergeants, patrol officers and dispatchers totaling approximately 17 employees and the City of Orrville.

In addition to the representatives identified on the face sheet of this report, the following were in attendance:

On Behalf of the Union:

Michael Bishop, Sergeant  
John Clos, Patrolman  
Joshua Hunt, Patrolman  
Matthew Riley, Dispatcher  
William Stitt, Detective

On Behalf of the City of Orrville:

Dino Carozza, Chief of Police  
Kristin Endsley, Manager, Planning and Community Development  
Dennis Forrer, Human Relations Manager  
Becky Jewell, Safety-Service Director

The Conciliator, at the time of his appointment, also received a copy of the Report and Recommendations by Fact-Finder, Jonathan I. Klein dated October 4, 2007 and filed with SERB on October 5, 2007.

Revised Code §4117.14(G) sets forth the conciliation protocol and Subsection (1) states: “The parties shall submit to final offer settlement those issues that are subject to collective bargaining as provided by §4117.08 of the Revised Code and upon which the parties have not reached agreement and other matters mutually agreed to by the public employer and the exclusive representative; **except that the conciliator may attempt mediation at any time.**”

[Emphasis added.]

By mutual agreement of the parties, the conciliation hearing was scheduled for December 11, 2007. Prior to the commencement of the hearing, however, the Conciliator engaged in mediation with the parties. As a result of the extended mediation and the comments by the representatives and parties pertaining to the issues, the Conciliator will now set forth his decision pertaining to the issues, *seriatim*. Except as otherwise set forth herein, or as has been mutually agreed between the parties, all of the terms, provisions and conditions set forth in the current Collective Bargaining Agreement covering the period January 1, 2004 to December 31, 2006, are retained as language in the new Collective Bargaining Agreement.

The following sets forth the contract language as determined by the Conciliator:

**“ARTICLE 8 – HOURS**

**Section 2.** Where an employee is scheduled to have time off of eight (8) hours or less between shifts within any twenty-four (24) hour period, the employee shall be paid time and one-half for all hours worked over eight (8) in that same twenty-four (24) hour period. This provision shall not apply when an employee bids for a schedule that has a double-back (eight (8) hours or less between scheduled shifts) built into that schedule. Shift starting times shall not be manipulated in order to avoid the effect of this provision.

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**ARTICLE 10 – PAY RATES**

**Section 1.** The pay ranges which shall be effective during the term of this Agreement are set forth in the attached Exhibits A and B which are made a part hereof. There shall be no reduction in rate of pay for any employee as long as he remains in his present class description.

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**ARTICLE 16 – SICK LEAVE**

**Section 1.** An employee shall be granted sick leave with pay on the basis of ten (10) hours for each calendar month of continuance service. Sick leave may be accumulated to a maximum of 960 hours (eight hours leave per day).

**Section 2.** After an employee of the Police Department has accumulated 960 hours of sick leave, said employee is entitled to one personal day for each consecutive three-month period when no sick leave is used. Said three-month period is defined as January 1<sup>st</sup> through

March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, July 1<sup>st</sup> through September 30<sup>th</sup>, and October 1<sup>st</sup> through December 31<sup>st</sup> each calendar year. An employee shall not accrue any personal leave days if his or her balance of accrued sick leave falls below 960 hours and until such time as said balance equals or exceeds 960 hours. Personal days may be accumulated to a maximum of eighty (80) hours. Any hours beyond 90 will be forfeited. In calendar year 2004 only, all employees covered by this agreement shall be entitled to one additional personal day than otherwise provided for in Article 20 of this agreement.

**Section 3.** Days off chargeable to sick leave shall be deducted from the total sick days accumulated at that time. In the event an employee exhausts his sick leave or does not have available sick leave to cover the period of his absence, he may “borrow” (for the purposes of this agreement borrow means donate with no need to repay) sick leave from another bargaining unit member or members, if and only if:

- a. The bargaining unit member executes an appropriate written document detailing said agreement, and
- b. The City incurs no additional liability because of the differences in rank or pay grade between the individual employees who are borrowing or giving up said sick leave.

**Section 4.** Sick leave may be used for the illness of the employee, the employee’s spouse or the employee’s minor or otherwise unemancipated children who live with the employee. Sick leave may also be used to care for the employee’s parent(s) in cases where the parent requires assistance for transportation to medical appointments, or for physical or emotional care in cases of illness/injury or hospitalization.

**Section 5.** Employees who quit or are discharged shall not receive any compensation for any accumulated sick leave.

**Section 6.** Upon the death of any full-time employee covered by this agreement, a lump sum payment of that portion of unused sick leave up to the maximum of 960 hours shall be paid to his surviving spouse or, if none, to his estate.

**Section 7.** Any full-time employee of the City eligible for retirement according to the applicable state statutes shall be paid the accumulated sick leave to his credit, not to exceed 960 hours, in a lump-sum amount upon his retirement.

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## **ARTICLE 22 – INSURANCE**

**Section 2.** The City will continue to provide medial coverage for full-time employees covered by this agreement. The City reserves the right to change insurance carriers as long as the coverage remains similar to the plan currently in effect. The City will continue to pay the

entire premium for such coverage during the first year of this agreement, commencing January 1, 2007, except for new employees hired after the effective date of this agreement.

Substitution for generic drugs is mandatory unless the prescription is written as DAW (Dispense As Written). In this case, the cost of the prescription is based on the tier in which the medication falls.

Prescription Drug Co-pays – Generic/Formulary/Non-Formulary Plans for 2007 and 2008 will be as follows:

	<u>Standard Plan</u>	<u>Alternate Plan</u>
2007	\$6 / \$12 / \$24	\$8 / \$16 / \$32
2008	\$5 / \$15 / \$30	\$5 / \$20 / \$40

**Section 3.** (A) If the City is advised during its annual renewal for medical coverage in October of 2007 that the cost of such coverage will increase by ten (10) percent or more (\$842.00 per employee per month for 2008), the City and Union shall meet within one (1) week of such notice to discuss ways to hold the costs for 2008 to no more than \$842.00 per employee per month.

(B) If the City is advised during its annual renewal for medical coverage in October of 2008 that the cost of such coverage will increase by ten (10) percent or more per month for 2009, the City and Union shall meet within one (1) week of such notice to discuss ways to hold the cost increases for 2009 to 10% or less per employee per month.

Failing to reach agreement, the provisions of Article 38, Section 2, shall apply.

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### **ARTICLE 23 – UNIFORM ALLOWANCE**

**Section 1.** All full-time uniformed officers shall receive in addition to all other compensation, a uniform allowance of Seven Hundred Seventy-Five Dollars (\$775.00) in calendar year 2007, Eight Hundred Twenty-Five Dollars (\$825.00) in calendar year 2008, and Eight Hundred Seventy-Five Dollars (\$875.00) in calendar year 2009. In instances where the Safety-Service Director requires officers covered by this Agreement to purchase a new or different item of clothing, the City will pay the cost of said item. In instances where the department chooses an item and it is not considered mandatory, the officer will pay the cost from his or her uniform allowance.

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**ARTICLE 38 – DURATION**

**Section 1.** This Agreement shall become effective as of 12:01 A.M. January 1, 2007 and shall remain in full force and effect until Midnight December 31, 2009, and shall automatically be renewed for consecutive periods of one (1) year thereafter unless either party shall notify the other in writing at least sixty (60) days but not more than ninety (90) days prior to December 31 of any calendar year beginning in 2009 of its desire to terminate the Agreement, in which event this Agreement shall terminate at Midnight at the close of such December 31, unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal to this agreement.

**Section 2.** Notwithstanding the December 31, 2009 termination date set forth in Section 1 of this Article, the parties agree to meet in November 2008, if necessary, for the purpose of negotiating solely with respect to the insurance provisions of Article 22, Sections 3(A) and 3(B) of said Article. It is understood the negotiations referred to in this Article are to be completed in accordance with the statutory provisions of Chapter 4117 of the Ohio Revised Code.

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**ARTICLE 40 – RESIDENCY REQUIREMENT**

**Section 1.** All full-time employees covered by this agreement are required to maintain their residence at a location within a ten (10) mile radius of the City Hall building as a condition of employment. All new employees are required to relocate within the residency zone no later than eighteen (18) months after his or her date of hire.

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**MISCELLANEOUS**

The Conciliator notes that the parties, in their 2004-2006 Agreement had a “letter of agreement” pertaining to the issue of shift preferences. The Conciliator holds that the same letter of agreement should continue in the 2007-2009 Collective Bargaining Agreement except as modified in this decision.

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## WAGE RATES – EXHIBIT A

All employees covered by this Agreement shall receive wage increases as described herein. Effective January 1<sup>st</sup> each year of this agreement, an employee whose performance met expectations on his/her last evaluation shall receive a pay increase in accordance with this agreement and the following pay grade maximums. It is understood that all pay increases are based on satisfactory performance. An employee whose evaluation does not meet expectations shall not receive an increase in compensation.

Effective January 1, 2007, qualified employees as described above shall receive a 3.50% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$12.90	\$16.13
Dispatcher II	\$14.57	\$18.18
Police Officer	\$19.08	\$23.82

Effective January 1, 2008, qualified employees as described above shall receive a 3.00% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$13.29	\$16.61
Dispatcher II	\$15.01	\$18.73
Police Officer	\$19.65	\$24.54

Effective January 1, 2009, qualified employees as described above shall receive a 3.00% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$13.69	\$17.11
Dispatcher II	\$15.46	\$19.29
Police Officer	\$20.24	\$25.28

An officer appointed to the position of Police Sergeant shall be paid at a rate equal to six (6) percent higher than the top of the pay scale for police officers in effect at the time of appointment. One year after promotion, said sergeant shall be paid at a rate equal to eleven (11) percent higher than the top of the pay scale for police officers in effect at the time.

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**WAGE ADDENDUM – EXHIBIT B**

**Section 1.** During the life of this Agreement, pay grades shall be as follows:

**DISPATCHER I**

	<b>1/2007</b>	<b>1/2008</b>	<b>1/2009</b>
Base	12.90	13.29	13.69
1+	13.43	13.83	14.25
2+	13.97	14.39	14.82
3+	14.51	14.95	15.40
4+	15.05	15.50	15.97
5+	15.59	16.06	16.54
6+	16.13	16.61	17.11

**DISPATCHER II**

	<b>1/2007</b>	<b>1/2008</b>	<b>1/2009</b>
Base	14.57	15.01	15.46
1+	15.17	15.63	16.10
2+	15.77	16.24	16.73
3+	16.37	16.86	17.37
4+	16.97	17.48	18.00
5+	17.57	18.10	18.64
6+	18.18	18.73	19.29

**PATROL OFFICER**

	<b>1/2007</b>	<b>1/2008</b>	<b>1/2009</b>
Base	19.08	19.65	20.24
1+	19.86	20.46	21.07
2+	20.65	21.27	21.90
3+	21.44	22.08	22.74
4+	22.22	22.89	23.58
5+	23.02	23.71	24.42
6+	23.82	24.54	25.28

**Section 2.** Sergeants shall receive 6% more than the top patrol pay for the first year following promotion, and then 11% more thereafter.

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## **LETTER OF AGREEMENT**

This Letter of Agreement is entered into between the City of Orrville (hereinafter “the City”) and the Ohio Patrolmen’s Benevolent Association (hereinafter “the OPBA”).

WHEREAS, the City and the OPBA are parties to a collective bargaining agreement; and

WHEREAS, the OPBA represents the City’s full-time Dispatchers, Patrol Officers and Sergeants in the Orrville Police Department (hereinafter “bargaining unit employees”); and

WHEREAS, the City at all times has and shall retain and reserve the right to override shift preferences and schedule bargaining unit employees, and the City has required that Dispatchers to work two (2) out of three (3) shifts and Patrol Officers and Sergeants to work all three (3) shifts during each calendar year; and

WHEREAS, the City as by practice permitted full-time Dispatchers, Patrol Officers and Sergeants the ability to assert their shift preference by seniority (“bid”) in two-month blocks of time; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants set forth in this Agreement, the City and the OPBA agree as follows:

## **COVENANTS**

1. Employees covered by the agreement between the City of Orrville and the Ohio Patrolmen’s Benevolent Association, excluding probationary employees, shall be permitted on an annual basis, as established by the Chief, to exercise seniority for shift preference (in accordance with the practice currently in effect) and “bid” on shifts in two-month blocks of time. It is understood that Dispatchers are required to work two (2) out of three (3) shifts during each calendar year and that Patrol Officers and Sergeants are required to work all three (3) shifts during each calendar year. Further, the Chief retains the right to assure a mix of officers for legitimate operation purposes when considering an officer’s shift preference request. An officer’s shift preference request, pursuant to this article, shall not be denied for arbitrary or capricious reasons.

2. The designated shifts selected by Dispatchers, Patrol Officers and Sergeants may be changed by the Chief in any case where it is necessary to meet the requirements of the department to include but not limited to training, special details, to accommodate members request for paid leave, or to improve an individual employee's performance that does not meet expectations in accordance with his/her most recent performance appraisal.

3. In the case of a foreseeable long-term absence the schedule for Dispatchers, Patrol Officers and Sergeants may be reissued for re-bid if more than six (6) weeks remain in that schedule. This will ensure that a senior Dispatcher, Patrol Officer or Sergeant will not be required to work a less desirable shift for an extended period of time. Upon return to full staff, the original schedule for that period of time may resume if more than three (3) weeks remain in that schedule.

4. In the event the Chief determines that a different schedule or bid procedure is desirable for the Department, he will notify the Union of his intent to make such change and submit same to the Union at least ten (10) calendar days prior to such change. On request by the Union, the Chief will meet to discuss the new schedule or bid procedure prior to its implementation.

5. Disputes arising out of this agreement shall be handled in accordance with the grievance procedure contained in Article 26 of the Agreement between the City of Orrville and the OPBA.

6. This Agreement shall commence January 1, 2007 and end on December 31, 2009. At the end of this three-year period of time, this Agreement shall be null and void unless both parties agree in writing to extend the Agreement.

**FOR THE CITY OF ORRVILLE:**

**FOR THE OPBA:**

\_\_\_\_\_  
Becky Jewell, Safety Service Director

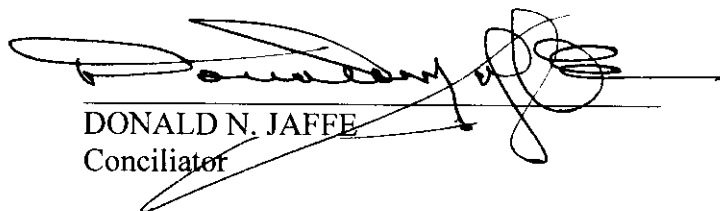
\_\_\_\_\_  
Kevin Powers, Esq.

\_\_\_\_\_  
Dennis L. Forrer, Human Resources Manager"

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Executed at the City of Cleveland, Cuyahoga County, Ohio, this 20<sup>th</sup> day of December,  
2007.


Respectfully submitted,



DONALD N. JAFFE  
Conciliator

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Report and Award of Conciliator Pertaining to Preliminary Issues has been forwarded via U.S. regular mail, postage prepaid, to the Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213; and via U.S. express mail, postage prepaid, to Kevin Powers, General Counsel, Ohio Patrolmen's Benevolent Association, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, and Lisa A. Kainec, Esq., Kastner, Westman & Wilkins LLC, 3480 West Market Street, Suite 300, Akron, Ohio 44333 , this 20<sup>th</sup> day of December, 2007.

  
DONALD N. JAFFE  
Conciliator