

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

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In the matter of conciliation between:)
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OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION)
)
and)
)
CITY OF ENGLEWOOD, OHIO)

Case No. 09-MED-09-0971
Hearing: March 16, 2010
at Englewood, Ohio
Before Conciliator
Mitchell B. Goldberg

CONCILIATOR'S AWARD

Appearances:

For the OPBA:

Mark J. Volcheck, Attorney
Corey M. Follick, OPBA Unit Assistant Director
David A. Collins, OPBA Unit Director

For the Employer:

Dwight Washington, Attorney
Mark Brownfield, Director of Police
Barbara McCormick, Personnel Director

I. Introduction and Background.

The OPBA represents a bargaining unit of approximately fifteen full-time members. Such members are Police Officers. The collective bargaining agreement ("CBA") between the parties expired on December 31, 2009. The parties began in negotiations for a successor CBA in November 2009. They participated in mediation sessions with Mediator John Gray, attempting to resolve their disputed issues. Eventually, after certain issues remained unresolved, they went to Fact Finding before Fact Finder Raymond J. Navarre, who issued a Fact Finding Report on December 15, 2009.

Both parties rejected the Fact Finding Report, and the unresolved issues proceeded to conciliation before the undersigned SERB appointed Conciliator on March 16, 2010 at the City's offices. The parties filed timely conciliation position statements setting forth their respective last final offers on the unresolved issues. The Conciliator, in deciding which last offer to award on each unresolved issue has applied all of the applicable criteria required under Ohio Revised Code, Section 4117-9-05. The Conciliator, prior to deciding which last offer to award, was successful in engaging the parties in mediation over all of the outstanding unresolved issues. This Award reflects those agreements and the stipulations of the parties. Those provisions of the current collective bargaining agreement not addressed herein for change shall be continued and incorporated in the successor agreement.

II. Unresolved Issues.

(A) Article V – Recognition of the Union

Award. A new paragraph, Paragraph D shall be added to Article V as follows:

D. All members of the bargaining unit, as identified in this Article shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount set by the OPBA and not to exceed the monthly dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee and pay such fee to the Union in the same manner as dues are deducted and paid as specified in this Article. The Union agrees to hold the Management harmless for all payments made to the Union pursuant to this paragraph.

(B) Article X - Seniority

Award: The current language shall remain unchanged.

(C) Article XIV - Wages.

Award: 1 award across the board increases to the wage scale of two percent (2%) effective January 1, 2010; an additional two and one-half percent (2.5%) effective January 1, 2011; and an additional three percent (3%) effective January 1, 2012.

Addendum #1 shall be written as stated on page 7 of the Union's statement.

(D) Article XVII – Vacation Leave.

Award: Article XVII, Section 2 shall be amended as follows:

Non-probationary employees are permitted to use one (1) personal leave day every year as a "demand day." Approval of an employee's use of personal leave "demand days" shall be automatically granted on a first-come, first served basis provided that no other employee on the shift has already used a "demand day" for that same shift, and provided such request is made at least two (2) hours before the leave is to be used for personal emergencies, or at least forty-eight (48) hours before the leave is to be used for other uses. In addition to the three (3) personal leave days granted to each employee on his/her anniversary date, employees can earn an additional personal leave day for nominal use of sick leave as follows: 0-2 total days of sick leave used in the prior twelve (12) months, as of the employee's anniversary date, and no more than two (2) occurrences = one (1) additional day of personal leave awarded. Certain days throughout the year are exempt from the use of "demand days." "Demand days" cannot be used on special event days (i.e., including but not limited to: fine arts festival, 4th of July, parades, etc.) and the following holidays: Christmas, New Year's and Thanksgiving.

(E) Article XVIII – Sick Leave.

Award: The current language shall remain unchanged.

(F) Article XX – Holidays.

Award: The current language shall remain unchanged.

(G) Article XXI – Health Insurance.

Award: Article XXI shall read as follows:

Section 1. The City shall provide Health Care Insurance and Dental Insurance for employees and their families. The coverages of such plans shall be uniform for all non-exempt employees of the City.

Effective May 1, 2010, the City shall contribute 85% of the applicable monthly cost (premium) for family or single coverage for any employee enrolling in Dental Insurance. The enrolling employee shall contribute via payroll deduction, 15% of such monthly applicable cost (premium). Prior to May 1, 2010, the employer contribution for Dental Insurance shall be 90% and the employee contribution shall be 10%

The City shall provide two options for Health Care Insurance for employees and their families: Traditional Health Care Insurance (including PPO) and Health Care Insurance in conjunction with a Health Savings Account (HSA Health Care Insurance).

For Traditional Health Care Insurance, effective May 1, 2010, the City shall contribute 85% of the applicable monthly cost (premium) for family or single coverage. The enrolling employee shall contribute via payroll deduction, 15% of such monthly applicable cost (premium). Prior to May 1, 2010, the employer contribution for Traditional Health Care Insurance shall be 90% and the employee contribution shall be 10%.

For HSA Health Care Insurance, the City shall pay 100% of the applicable cost (premium). Additionally, for those employees enrolled in HSA Health Care Insurance, the City shall contribute to each employee's HSA account in accordance with this paragraph. For each plan year of the HSA Health Care Insurance, the City contribution shall be paid to each employee in equal quarterly installments to the employee's HSA account without any payroll withholding taxation. The first quarterly installment shall be paid within two weeks of the first day of the plan year. The annual payment beginning May 1, 2010 shall be equal to 50% of the plan's deductible; the annual payment beginning May 1, 2011 shall be equal to 40% of the plan's deductible; and the annual payment beginning May 1, 2012 shall be equal to 30% of the plan's deductible. Such payment amounts shall not be diminished and

shall not be subject to negotiations under Section 4 of this article. The City shall pay the initial set-up costs incurred related to each employee's HSA account. All ongoing administrative costs will be paid by the employee regarding his/her HSA account.

Any and all references to coverage(s) or benefit(s) in this article are synonymous, include the other, and include employee costs thereunder. The Employer reserves the right to opt out and/or not to offer HSA Health Care Insurance at the conclusion of any plan year.

[Sections 2 3, 4 and 5 remain unchanged from current language.]

(H) Article XXVII – Overtime.

Award: A new section, Section 7, shall be added to this article as follows:

Section 7. In lieu of being paid time and one-half in Section 1, an employee may elect to be paid compensatory time. Where elected by the employee, compensatory time shall be paid at the rate of one and one-half (1.5) hours off with pay at the regular hourly rate for each hour of overtime per Section 1. Each employee shall be entitled to earn up to forty (40) hours of compensatory time per calendar year.

All compensatory time earned by an employee must be used by the employee as paid time off in the same calendar year. Employees are not permitted to carry-over compensatory time balances to the next calendar year. Employees shall be paid for any unused compensatory time by the second pay period of the new calendar year on an hour for hour basis to a maximum amount of eight (8) hours per employee.

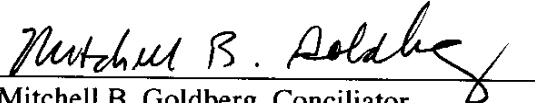
Compensatory time off must be approved in advance by the supervisor and can be postponed if the employee's absence would cause the use of overtime to cover the absence. Compensatory time off shall be reported in no less than one (1) hour increments. Approval for use by the supervisor shall be given in a timely manner and shall not be unreasonably withheld. Any employee whose compensatory time off is cancelled or altered shall be notified in writing as soon as possible.

(I) Article XXXII – Duration of Agreement.

Award: The current language shall be amended as follows:

This Agreement shall be effective as of January 1, 2010 and shall remain in effect through midnight, December 31, 2012 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before (90) days prior to the expiration of any such period, notifies the other party in writing of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice or on such other mutually agreeable date, a conference shall be held at a time mutually agreeable to the parties.

Date of Award: March 27, 2010


Mitchell B. Goldberg, Conciliator

CERTIFICATE OF SERVICE

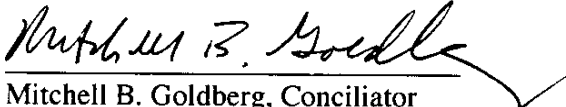
The parties were served with this Award by U.S. Mail, first class, this ___ day of

March 2010: J. Russell Keith, General Counsel and Assistant Executive Director

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