

**IN THE MATTER OF CONCILIATION
BETWEEN**

PERRYSBURG TOWNSHIP)	CASE NOS. 13-MED-08-0889
)	13-MED-08-0890
)	13-MED-08-0891
AND)	
)	
)	DISPATCHERS, SERGEANTS
OHIO PATROLMEN'S BENEVOLENT)	AND PATROL OFFICERS
ASSOCIATION)	

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE OPBA

Michelle T. Sullivan, Esq.

FOR THE TOWNSHIP

David M. Smigelski, Esq.

SUBMISSION

This matter concerns conciliation proceedings between Perrysburg Township (hereinafter referred to as the Township or Employer) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or OPBA). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. Conciliation proceedings were conducted on September 10, 2014 in Perrysburg Township.

The bargaining units involved herein consist of Patrol Officers, Sergeants and Dispatchers. Currently there are twenty full-time patrol officers, four sergeants, and six dispatchers.

The conciliation proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation hearing, this conciliator attempted mediation of the issues at impasse. The issues remaining for this conciliator's consideration are more fully set forth in this report. The conciliator in resolving the dispute by selection of between each of the parties' final settlement offers has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14 (C)(4)(a) through (f) and R.C. Section 4117.14(G)(7). Therefore, this conciliator after reviewing all of the evidence and arguments presented by the parties hereby submits his opinion and award with respect to the outstanding issues.

1. HOURS OF WORK

The Union has proposed that "compensatory time" be added to the definition of "active pay status." The Township seeks to maintain the current definition of "active pay status" and opposes the addition of compensatory time to this definition. The current language provides that all hours in "active pay status" must be included in the calculation of overtime.

The fact-finder in this matter agreed with the Township concluding that "it would be illogical and inconsistent for compensatory time to be included in a new proposed Section 11.5." The fact-finder recommended retaining the current contractual language. Therefore, the Township's final position is to adopt the fact-finder's recommendation and maintain the current contractual language. The Union's final proposal is to modify that language by adding compensatory time to the definition of active pay status for purposes of determining an employee's eligibility for overtime.

The Union argues that it is fair to include compensatory time in the definition of active pay status because it is time earned for working extra hours. The Union submits that it is ironic that the one type of leave employee's earn for actually working is presently excluded from the list of hours worked for contractual overtime.

The Employer contends that the current definition of "active pay status" includes multiple forms of paid leave and is already very generous. Moreover, using

compensatory time to create additional overtime would essentially constitute pyramiding of overtime compensation which is prohibited by the contract.

ANALYSIS - After careful review of the evidence presented by the parties, this conciliator selects the Township's final proposal with respect to the Hours of Work issue. That is, this conciliator finds that there is to be no change in the current definition of "active pay status" as set forth in Section 11.5 of the Agreement. This conciliator's determination would be entirely consistent with the fact-finder's recommendation herein. This conciliator's award is to retain the current contract language for all three bargaining units involved.

There was insufficient basis established by the Union for its proposal to include compensatory time within the definition of "active pay status" for purposes of determining an employee's eligibility for overtime. Moreover, this conciliator must note that the current language contains a very generous definition of "active pay status." It includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days, and holidays.

This conciliator is also required to give weight to a fact-finder's recommendation unless there is new material evidence presented to vary from that recommendation. This conciliator finds that the fact-finder's recommendation pertaining to the Hours of Work issue was reasonable and must be given weight in this case. There was no new evidence presented which would indicate to this conciliator that the fact-finder's recommendation should not be followed in this matter.

A W A R D

This conciliator hereby awards the Township's final offer with respect to the Hours of Work issue.

Section 11.5

Hours of Work for Contractual Overtime - Current language, no change.

2. WAGES

The Union proposes that all bargaining unit members receive annualized percentage increases as follows: Effective January 1, 2014 - 2.0%; January 1, 2015 - 2.25%; and January 1, 2016 - 2.5%. The Township's final position adopts the fact-finder's recommendation and applies the following wage increases for each of the respective bargaining units: Effective with the first full pay period January 1, 2014, all existing classifications shall receive a 1.5% increase to the hourly rates set forth in the Agreement; effective with the first full pay period January 1, 2015, all existing classifications shall receive a 1.5% increase to the hourly rates set forth in the Agreement; and effective with the first full pay period January 1, 2016, all existing classifications shall receive a 2.0% increase to the hourly rates set forth in the Agreement.

The Union argues that its proposed increases are necessary if the employees' wages are to keep pace with the current rate of inflation and to avoid further erosion of their standing in comparison to other similarly situated employees in the metropolitan Toledo area. The Union contends that presently, the majority of the bargaining unit members earn less than employees in similarly situated communities in the regional labor market. The Union submitted comparable wage data in support of its position that Perrysburg Township patrol officers, sergeants, and dispatchers are paid less than those in neighboring jurisdictions.

The Union further maintains that even with the wage increases provided in the prior Agreement, bargaining unit members in effect incurred a net loss when inflation and

increased health insurance expenses are considered. In the prior Agreement, employees received increases of 1.5% in 2011, 1.5% in 2012, and 2.0% in 2013. However, the rate of inflation for each year averaged 3.2% in 2011, 2.1% in 2012, and 1.5% in 2013. The Union notes that in 2013, employees agreed to increase their share of health insurance premium contributions from 12% to 15%.

The Union also points out that the Township has a healthy financial position and can afford the percentage wage increases proposed by the Union. The Union presented evidence regarding the finances of the Township. The unencumbered General Fund balance at the end of 2013 was approximately 8.5 million dollars. It was estimated that the police levy revenue for 2014 will be approximately 4.1 million dollars. The Union submits that a 2% increase which it seeks for 2014 would cost the Township approximately \$33,498. The evidence clearly shows that the Township has the ability to pay the proposed wage increases.

The Township contends that its proposed wage increases for bargaining unit members would continue its tradition of striving to offer its employees benefits and compensation packages that are not only reasonable but also in line with the packages received by their peers in comparably situated local communities. The most recent SERB wage settlement breakout shows that the Township's proposed increases would provide the bargaining units with increases above or at least competitive with those provided to others in the Toledo region.

The Township submitted comparable wage data for patrol officers, sergeants and dispatchers in the area. The Employer cited cities and townships which had similar sized populations in the region. The Employer pointed out that the patrol officers' top annual wage is amongst the best paid in the area. Likewise, the pay for its sergeants is near the top sergeant wage in the comparable jurisdictions. The Employer also notes that even its dispatcher wages are in the mid range of dispatcher wages in the area. With the Township's proposed increases, bargaining unit members will be able to maintain their relative ranking among salaries of their peers in these comparable jurisdictions.

The Township further maintains that its proposed increases are similar to those which have been granted to other employees in police departments in neighboring jurisdictions. The Township submits that the fact-finder in his report made a determination that the proposed increases in wages which the Employer has now adopted are reasonable based upon the evidence presented. This conciliator should adopt the fact-finder's recommendations because it provides for very competitive wages and allows the Township to have the needed financial security to manage its personnel and budget in an unpredictable economy.

ANALYSIS - After a careful review of the evidence presented by the parties, this conciliator selects the Township's final proposal with respect to wages. That is, effective January 1, 2014, all existing classifications are to receive an 1.5% increase in their hourly rates; effective on January 1, 2015, all classifications shall receive a 1.5%

increase in their hourly rates; and effective on January 1, 2016, all classifications are to receive a 2% increase in their hourly rates.

This conciliator finds that the wage increases which are being awarded herein are reasonable considering the bargaining history between the parties, comparable wage data, and the difficult economic climate in the region. First, it should be noted that the wage increases will be the same as that provided under the prior contract. While the Township does have a healthy General Fund balance, the Employer presented a strong argument that given the economic challenges facing the region, the Township must exercise fiscal restraint and responsible management of its resources. Therefore, this conciliator has determined that the Township's proposed wage increases are reasonable under the circumstances.

The evidence shows that with the wage increases awarded herein, bargaining unit members' wages will remain competitive with those of their peers in the area. With respect to patrol officers, their top annual wage is close to the highest patrol officer wage in the area. The Perrysburg Township patrol officers' top wage exceeds \$60,000 like that found in neighboring Sylvania City, Perrysburg, Oregon and Maumee. Likewise, the top wage for sergeants compares favorably with the highest sergeants' pay in the area. Also, the evidence indicates that even for dispatchers in Perrysburg Township, their top wage falls about in the mid range for dispatchers' wages in comparable jurisdictions.

Therefore, it is evident that wage comparables fully support the conclusion that it would be reasonable to provide the wage increases proposed by the Township herein because it

will allow bargaining unit members to retain their relative ranking among their peers' salaries in the area.

Internal comparisons also provide further support for the adoption of the Township's wage offer. The firefighters were provided with the same wage increases which the Township has proposed for its police department. The fact-finder noted this internal comparison in his recommendation for wage increases in the instant case. The Union objected to the fact-finder's conclusion in that regard because he took the liberty of requesting the fact-finder's report concerning the firefighters before he issued his own with respect to the police units. The fact-finder noted that he waited for the firefighters fact-finder's report because he believed that such evidence was "important" to his final analysis in the police units case. This conciliator would agree that the wage increases provided to the firefighters are relevant to this case.

The Union claimed that the fact-finder took an improper course of action in waiting and then obtaining the IAFF fact-finder's report prior to issuing his recommendations in this case. The Union argues that the fact-finder's report should be given no deference by this conciliator in this matter. However, this conciliator does not find that the fact-finder acted improperly in waiting and then obtaining the IAFF fact-finder's report. It is apparent that the IAFF fact-finder's report was relevant to determining the appropriate wage increases to recommend for the police units. This conciliator does not find that there was any error committed on the part of the fact-finder in taking the action he did with respect to the IAFF fact-finder's report. As a result, this

conciliator finds it appropriate to give considerable weight to the fact-finder's recommended wage increases which the Township has adopted as its final proposal in this case.

This conciliator fully recognizes the Union's concerns expressed on behalf of the bargaining unit members that the wage increases could be higher especially considering the healthy unencumbered General Fund balance of the Township. There was also evidence that some of the neighboring jurisdictions will be providing greater wage increases to its police forces over the next few years than that which Perrysburg Township has proposed herein. However, this conciliator has determined that the Township's final wage offer which incorporates the recommendation made by the fact-finder herein is fair and reasonable. Both internal as well as external wage comparisons support the Township's final wage proposal. The proposed increases would provide bargaining unit members with competitive wages and allow them to retain their relative ranking among similarly situated employees in comparable jurisdictions. Moreover as previously discussed, this conciliator is duty bound to give significant weight to the fact-finder's report and recommendation unless a clear error has been committed. This conciliator has determined that the fact-finder did not commit any error in relying upon the IAFF fact-finder's report. This conciliator has also taken into consideration the difficult economic climate in the region as well as the parties' past bargaining history. Under the prior Agreement, bargaining unit members also received 1.5%, 1.5% and 2.0%

increases. Therefore based upon the entire record presented, this conciliator must conclude that the Township's final wage proposal is to be awarded.

A W A R D

This conciliator hereby awards the Township's final wage rate increase proposal as follows:

Wages

- (1) Effective January 1, 2014, all existing classifications shall receive a one and one-half percent (1.5%) increase to the hourly rates.
- (2) Effective January 1, 2015, all existing classifications shall receive a one and one-half percent (1.5%) increase to the hourly rates.
- (3) Effective January 1, 2016, all existing classifications shall receive a two percent (2.0%) increase to the hourly rates.

CONCLUSION

In conclusion, this conciliator hereby renders his award on each of the outstanding issues presented.

OCTOBER 10, 2014

JAMES M. MANCINI /s/
James M. Mancini, Conciliator

SERB Summary Sheet

Case Number: 2013-MED-08-0889 Case Number: 2013-MED-08-0890 Case Number: 2013-MED-08-0891
Case Number: Fact-finding Report/Conciliation Award
Employer Name: Perrysburg Township County: Neutral: James M. Mancini
Employer Organization: OPBA Date Issued: 10-10-2014 # of Issues 2 FF/Conciliation

For internal entry only BU: Employee Type: Employer Type:

ISSUE PAGE
Assignment/Reassignment.
Attend/Sick Leave Bonus.
Bargaining Unit Work.
Breaks/Meal Time.
Civil Service Reference.
Class Size.
Compensatory Time.
Differential (CIRCLE ONE)
Rank/Shift.
Discipline.
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EMT/Paramedic Certification.
Evaluation/Merit Pay.
Fair Share.
FMLA.
Grievance Procedure.
Hazard Pay.
Holidays.
Hours of Work. 2
Injury Leave.
Insurance.
Interim Bargaining.
Job/Shift Bidding.
Layoff/Recall.
Leaves. (Circle below)
Funeral, Union, Add'l Holiday, Personal Lv, Other
Licensure/Certification.
Longevity.
MAD.
Management Rights.
Me Too Clause.
Minimum Staffing.
Call-In/Call-out.
Outside Employment.
Overtime.
Paid Time Off (PTO).
Parking.
Pension Pick-up.
Personnel File.
Physical Fitness.

ISSUE PAGE
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Promotion
Recognition

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Retirement Incentive. _____
Retroactivity. _____

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Reopener Clause. _____
Rules and Regulations. _____
Seniority. _____
Sick Leave. _____
Sick Leave Severance. _____
Signing Bonus. _____
Special Assignment. _____
Stand-By Pay / On-Call _____
Sub-Contracting. _____
Tool Allowance. _____
Training/Tuition. _____
Uniform Allowance. _____
Vacancies. _____
Vacation Leave. _____
Wage. 5 _____
Wage/Pay Step _____
Working Conditions. _____
Zipper Clause. _____

Please list Issues not found above

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Issue #2 _____
Issue #3 _____
Issue #4 _____
Issue #5 _____

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PERCENT WAGE INCREASE PROPOSALS Increase Date

Employer % WAGE Increase. . . . 1.5 % 2014
Employer % WAGE Increase. . . . 1.5 % 2015
Employer % WAGE Increase. . . . 2.0 % 2016

Union % Wage Increase 2.0 % 2014
Union % Wage Increase 2.25 % 2015
Union % Wage Increase 2.5 % 2016

Neutral's % wage Increase. 1.5 % 2014
Neutral's % wage Increase. 1.5 % 2015
Neutral's % wage Increase. 2.0 % 2016