

**IN THE MATTER OF CONCILIATION
BETWEEN**

CITY OF PARMA HEIGHTS)	CASE NO. 2013-MED-09-1141
)	
)	
AND)	<u>OPINION AND AWARD</u>
)	
)	
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION)	SERGEANTS AND CAPTAINS

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE UNION

**S. Randall Weltman
Attorney at Law**

FOR THE CITY

**Jeremy D. Iosue
Attorney at Law**

SUBMISSION

This matter concerns conciliation proceedings between the City of Parma Heights (hereinafter referred to as the City or Employer) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union). The parties selected the undersigned as conciliator pursuant to a Mutually Agreed Alternate Dispute Resolution Procedure. The conciliation proceedings were conducted on January 13, 2016.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation proceeding, this conciliator attempted mediation of the issues at impasse. The issues which remain for this conciliator's consideration are more fully set forth in this report.

The bargaining unit involved consists of all Sergeants and Captains. There are approximately eleven employees in those classifications.

This conciliator in rendering the following findings has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7).

1. RATES OF PAY

Both parties proposed to retain the current rank differential of 16%. However as part of its wage settlement, the Employer proposes to remove and incorporate forty-eight hours of compensatory time into the bargaining unit members' base pay and the addition of eight hours of holiday pay. Currently, the employees receive fifty-six hours of annual compensatory time on January 1st of each year. The City was awarded this exact same proposal with respect to the fifty-six hours of compensatory time in the Patrol Officers' conciliation. Therefore, the City argues that in order to remain in parity with the Patrol Officers, forty-eight hours of annual comp time is to be incorporated into the Sergeants/Captains base pay and eight hours is to be added to holiday time.

The Union has proposed to adopt in its entirety the Patrol Officers' wage settlement. However, the Union would like to retain a greater amount of paid time off. The Union has proposed that bargaining unit members receive ten hours of holiday time per holiday or the equivalent of 130 hours of holiday time per year. Under the City's proposal, the total number of paid holiday hours would increase by eight giving the bargaining unit 104 hours of holiday time per year.

ANALYSIS - This conciliator has determined that the City's wage proposal is to be incorporated into the parties' bargaining Agreement. That is, forty-eight hours of compensatory time is to be rolled into the employee's base pay with eight hours of additional holiday pay. This would be the exact amount which the Patrol Officers receive. Therefore, internal parity supports this conciliator's wage award.

It should be noted that part of the Patrol Officers' wage increase included an additional \$400 plus 2% effective January 1, 2014 with no increase in 2015. For January 1, 2016, the Patrol Officers received a 2% increase plus forty-eight hours of comp time rolled into their base wage. The comp time allotment alone would be worth an additional \$1,975.69 for Captains, and \$1,704.51 for Sergeants. When these amounts are added to the employee's pay, they would in effect amount to a 2.25% pay increase. By accepting the City's final proposal on wages, the base pay for a Captain will be \$87,589.08 and for a Sergeant \$75,566.56. As a result of the award herein, Sergeants and Captains will retain their relative ranking among salaries for Sergeants and Captains in the area.

A W A R D

This conciliator hereby awards the following with respect to **Wages**:

Classification	Effective 1/1/14 \$400 plus 2%	Effective 1/1/15	Effective 1/1/16 2% Increase plus 48 hours of comp time
	Annual & Hourly	Annual & Hourly	Annual & Hourly
Captain	83,934.70 40.35	83,934.70 40.35	87,589.08 42.11
Sergeant	72,413.77 33.21	72,413.77 33.21	75,566.56 36.33

2. HOURS OF WORK AND OVERTIME - COMPENSATORY TIME

The Employer proposes that the current fifty-six hours of comp time be moved into two areas. Forty-eight hours are to be incorporated into the base pay of the Sergeants and Captains with eight hours becoming a thirteenth holiday (floating holiday).

The Union has also proposed the elimination of the fifty-six hours of annual compensatory time but has requested that an additional twenty-four hours be added to holiday time. This is in contrast to the City's proposal to merely add eight more hours to holiday time by the elimination of the annual comp time provision.

ANALYSIS - This conciliator has determined to award the City's proposal with respect to compensatory time. That is, the annual allotment of fifty-six hours of comp time is to be moved into two areas. Forty-eight hours would be incorporated into the base pay of the Sergeants and Captains. Eight hours would become a thirteenth holiday (floating holiday).

Internal parity with the Patrol Officers unit supports this award. The elimination of compensatory time annual allotment for the Patrol Officers unit is the exact same as that which is being awarded for the Captains and Sergeants. There was insufficient basis established to support the Union's request that an additional twenty-four hours of the comp time be added to holiday time. It was shown that each regular full-time employee of the Police Department will be entitled to receive thirteen paid holidays. Again, internal parity with other members of the Police Department which this conciliator must take into consideration under SERB guidelines, fully supports the award directing that

forty-eight hours of comp time be incorporated into the base pay of the Sergeants and Captains with eight hours becoming a thirteenth holiday.

A W A R D

This conciliator hereby awards the following with respect to **Compensatory**

Time:

11.03 The annual, guaranteed allotment of fifty-six (56) hours of comp time will be moved to two areas. Forty-eight (48) hours will be incorporated into the base pay of the Sergeants and Captains; eight (8) hours will become a thirteenth holiday (floating holiday).

3. HOLIDAYS

The Employer proposes that bargaining unit members be provided with thirteen paid holidays. The total number of paid holiday hours are not to exceed 104 hours per year. The City has proposed removing the current fifty-six hours of comp time with eight of those hours becoming a thirteenth holiday or floating holiday.

The Union proposes to also increase the maximum number of holidays to thirteen but proposes that Sergeants and Captains be provided with ten paid hours for each holiday which would amount to 130 hours per year. The Union maintains that because they have a ten hour workday, they should receive ten hours of pay for each of their holidays. It should be noted that the Union in its position statement initially proposed to increase the maximum number of holiday hours to 120 hours under the current twelve paid holiday provision.

The Union in support of its proposal contends that because the employees work ten hour shifts, they should be entitled to receive ten hours of pay for each of their holidays. Currently, bargaining unit members receive twelve holidays but only ninety-six hours to use them. The source of the imbalance which the Union cites was their agreement several years ago to convert from an eight hour schedule to a ten hour shift.

The City contends that internal parity supports its position that only eight additional hours be added to the Holiday Provision. The City points out that Captains and Sergeants still work a forty hour workweek just like the Patrol Officers as well as other employees in the City. All other employees in the City working forty hour

workweeks receive 104 hours of holiday time. Therefore, it would be inappropriate to now provide this bargaining unit with up to 130 hours of holiday time simply because they work ten hour shifts.

ANALYSIS - This conciliator has determined from the evidence presented that the City's final proposal with respect to holidays is to be awarded. Internal parity once again supports the City's holiday proposal. All other city employees receive 104 hours of holiday time. By moving eight hours of compensatory time to the Holiday Provision, this bargaining unit will also be provided with thirteen paid holidays. The pay for those holiday hours is not to exceed 104 hours per year. Again, this would be the exact same provision which is found in the Patrol Officers' contract.

The Union argues that the Sergeants and Captains should receive ten hours of pay for each of their holidays because they have a ten hour workday. However like the Patrol Officers as well as other employees of the City, the Sergeants and Captains work a forty hour workweek. All employees work 2,080 hours per year. This conciliator does not find sufficient basis for now allowing the Sergeants and Captains to have more holiday time off than other employees simply because they work ten hour shifts, four days per week.

It should also be noted that with being provided 104 hours of holiday time, the Sergeants and Captains in Parma Heights will be receiving about the average number of holiday hours provided to similarly situated officers in the area. For example, in Parma,

Lyndhurst and Seven Hills, sergeants and others in the police departments are provided with 104 hours of paid holiday hours.

A W A R D

This conciliator hereby awards the following with respect to **Holidays**:

15.01 Each regular full-time employee of the Police Department shall be entitled to the following thirteen (13) paid holidays; Except that the total number of paid holiday hours shall not exceed one hundred four (104) hours per year.

4. VACATION

The Union proposes to modify the current provision which allows a twenty-one year employee to bank up to nine weeks of vacation. This banked time is subject to a one time payment either at retirement or sometime before that time. The OPBA proposes to modify the twenty-one year restriction to a fifteen year restriction and to allow up to twelve weeks to bank instead of the current nine. The Union contends that the change from twenty-one to fifteen years of service for banking up to twelve weeks of vacation is a win-win for both parties. The Union disputes the City's claim that the change would result in any significant additional cost for the City.

The City opposes any change to the current Vacation provision. The City points out that all other employees have the same Vacation provision. Moreover, there is a cost factor involved in the Union's proposal.

ANALYSIS - This conciliator has determined that there should be no change as proposed by the OPBA in the Vacation Provision. Internal parity supports this conclusion. It was shown that all other employees have the same Vacation Provision as currently provided to this bargaining unit. Moreover, it appears that there would be an additional cost for the City to absorb if the OPBA's proposal to allow a fifteen year employee to bank up to twelve weeks of vacation were adopted. There simply was insufficient basis established to support the change proposed in the Vacation Provision by the Union.

A W A R D

It is the award of this conciliator that there be no change in the **Vacation Provision**.

VACATION PROVISION - Current language, no change.

5. SICK LEAVE

The Union has proposed to clarify the current language making clear that sick leave absence "in excess of two" means two consecutive days where certification from a physician as to the nature of an illness is required. The Union at the hearing amended its proposal whereby an employee who uses sick leave in excess of three days would be required to provide a physician's statement. In addition, the Union proposes new language whereby employees with accumulated sick leave may use sixteen hours of such leave as "personal health" days per calendar year at the discretion of the employee to be charged against their accumulated sick leave. Under the Union's proposal, these "personal health" hours could be used in minimum increments of one hour and cannot be used if it incurs overtime, unless approved by the Chief of Police.

The City basically opposes any change in the current Sick Leave Provision which requires an employee who is absent for two days to submit a physician's certification as to the nature of one's illness. The City however does present a new section to be added to the Sick Leave Provision whereby an employee could use sixteen hours of sick leave as "personal health" days per calendar year at the discretion of the employee to be charged against accumulated sick leave. This "personal health" time shall be used in minimum increments of four hours and may not be used if it incurs overtime, unless otherwise approved by the Chief of Police.

ANALYSIS - This conciliator finds that there is no basis to change the language found in the Sick Leave Provision which provides that in the case of sick leave absence in

excess of two days a physician's certification as to the nature of the illness involved would be required. There was insufficient basis established in support of the Union's proposal to change the language in question. Therefore, this conciliator finds that the current language which states "in excess of two days" should remain the same with no change.

However, this conciliator finds that the OPBA's proposal to add a new section for "personal health" days should be awarded. The basic difference between the Union's offer regarding personal health days and that of City's, is that the City would restrict use of such personal health days to minimum increments of four hours whereas under the Union's proposal personal health days could be used in minimum increments of one hour.

The Union in support of its personal health days provision pointed out that under the department's holiday policy which pertains to Captains and Sergeants, they may take holiday time in increments of "one hour." It would be reasonable therefore to allow a similar one hour incremental use for personal health days. There does not appear to be any basis for the City's contention that personal health days should only be used in minimum increments of four hours.

A W A R D

This conciliator hereby awards the Union's position with respect to adding a new section for "**personal health**" days in the **Sick Leave Provision** as follows:

"18.01 (To be added to the end of the section) Employees with accumulated sick leave may use sixteen (16) hours of such leave

as "personal health" days per calendar year at the discretion of the employee to be charged against accumulated sick leave. Such leave will not affect the employee's conservation incentive, and shall not be used in considering discipline. Such "personal health" hours shall be used in minimum increments of one (1) hour and may not be used if it incurs overtime, unless otherwise approved by the chief of police."

No other changes in the Sick Leave Provision.

CONCLUSION

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

FEBRUARY 3, 2016

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

JAMES M. MANCINI

ATTORNEY AT LAW - ARBITRATOR

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February 3, 2016

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AND)	
)	SERGEANT AND CAPTAINS
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION)	
)	

FEE STATEMENT:

Hearing (1 day).....	\$ 950.00
Study & Preparation of Report (3 days).....	\$ 2,850.00
Expenses:	
Transportation (44 miles x \$.55/mile).....	\$ 24.20
Meals (1).....	\$ <u>8.68</u>
TOTAL.....	\$ <u>3,832.88</u>

PAYABLE BY THE CITY (1/2)..... \$ 1,916.44

PAYABLE BY THE UNION (1/2)..... \$ 1,916.44

James M. Mancini /s/
James M. Mancini, Conciliator
Federal ID #84-1661482