

State Employment Relations Board
Conciliation Report

In the Matter of:)	
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)	
Great Parks of Hamilton County)	
)	
and)	SERB Case No. 14-MED-09-1202
)	(Park Rangers)
)	
)	
The Ohio Patrolmen's Benevolent)	
Association)	
)	

Appearances

For Great Parks:

Jeffrey Shoskin, Attorney for Great Parks of Hamilton County
Julie Byrne, Attorney for Great Parks of Hamilton County
Cheryl Korn, HR Director (Former) of Great Parks of Hamilton County
Rebecca McDonough, Deputy Director of Great Parks of Hamilton County
Richard Spreckelmeier, Captain of Rangers Great Parks of Hamilton County

For the OPBA:

Mark Volcheck, Attorney for the OPBA
Carolyn Shannon, Ranger Great Parks of Hamilton County
Larry Swigart, Ranger Great Parks of Hamilton County

Conciliator: Dennis M. Byrne

Introduction:

This Conciliation involves the Park Rangers of the Great Parks of Hamilton County represented by the Ohio Patrolmen's Benevolent Association (OPBA/Union) and the Great Parks Management (Great Parks/Employer). The OPBA was certified as bargaining representative for all full time Rangers on August 14, 2014. The unit consists of twenty-three full time Great Parks Rangers. The parties began to bargain for their initial contract on October 17, 2014. They had eight (8) bargaining sessions and four mediation sessions with a SERB mediator. However, they were unable to reach an agreement; and consequently scheduled a Fact Finding. The Fact Finding Hearing was held on August 31, 2015 before Fact Finder Margaret Nancy Johnson. Before the hearing the Fact Finder attempted to mediate the dispute but that effort was only partially successful. There were four open issues and the parties were able to reach agreement on one issue. The Fact Finder issued her report on September 28, 2015; and the report was rejected by both parties. Subsequently, the parties scheduled a Conciliation Hearing.

The Conciliation was scheduled for January 13, 2016. It was held in the Great Parks Administration building located at 10245 Winton Road, Cincinnati, Ohio. The Hearing started at 10:00 A.M. Prior to the start of the Hearing, the Conciliator attempted a mediation effort and that effort was successful, and the parties were able to reach agreement on the three outstanding issues. The Conciliation/Mediation ended at approximately 4:00 P.M.

CRITERIA

The Ohio Revised Code enumerates the criteria to be considered by a Conciliator when making recommendations. The criteria are found in ORC 4117-9-06-H (1) to ORC 4117-9-06-H (6). The criteria are:

1. Past collectively bargained agreements, if any, between the parties
2. Comparisons with other employees public and private doing the same or similar work
3. The interests and welfare of the public and the ability of the public employer to finance the settlement
4. The lawful authority of the public employer
5. The stipulations of the parties
6. Such other factors not itemized above, which are normally or traditionally used in disputes of this nature.

Issue: Article 16: Layoff and Recall

Section 16.1. Great Parks, in its sole discretion, may lay off Employees in the bargaining unit. If Great Parks determines it is necessary to lay off one or more Employees, then the principle of seniority (as defined in Article 15, Seniority) shall be used to determine which Employee(s) shall be laid off. Employees will be laid off by inverse seniority.

Section 16.2. Employees who are laid off shall be placed on a recall list for a period of 18 months (each month equals 30 calendar days). If there is a recall, Employees who still are on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 180 calendar days of the recall.

Section 16.3. Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. Great Parks shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.

Section 16.4. The recalled Employee shall have 10 calendar days following the date of receipt or attempted delivery of the recall notice to notify Great Parks of his intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Issue: Article 17 – Hours of Work and Overtime

Section 17.1. Standard Work Period. The standard work period shall consist of 14 consecutive 24 hour periods during which an Employee shall be assigned to five 8-hour workdays followed by two consecutive days off and/or four 10-hour workdays followed by three consecutive days off. While working either of those two schedules: (a) an Employee will not be scheduled to work more than two different shifts in a standard work period, excluding overtime hours; and (b) there shall be at least 12 hours between an Employee's scheduled shifts, excluding overtime hours. The preceding sentence applies to the first and last day of a shift trade but is subject to an Employee waiver with Great Parks' consent – on a case-by-case basis.

Employees generally will be scheduled to work 80 hours per pay period.

Work schedules are posted electronically in the Ranger Schedule Database.

Employees shall also be dressed for work and begin work at the start of their designated shift and shall remain dressed until the end of their designated shift.

Section 17.2. Assignment/Computing Overtime. Great Parks has the right to require Employees to work overtime. Work performed in excess of 80 actual hours in an established 14 day consecutive work period of 80 hours shall be compensated at the rate of 1 ½ times the Employee's regular rate of pay.

Work hours, for purposes of calculating overtime, include vacation, sick, holiday, and personal time.

Section. 17.3. Reporting Off. If any Employee is scheduled to work overtime but reports off for any reason, his scheduled overtime is cancelled and he shall not receive any otherwise applicable pay for that time off.

Section 17.4. No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 17.5. Overtime Authorization and Reporting Procedures. The use of overtime, including without limitation, special meetings, trainings, events, and other non-emergency activities relating to the Employee's duties at Great Parks shall require prior and proper authorization to work in excess of his normally scheduled shift. In emergency situations, Employees shall notify a

supervisor as soon as possible. Overtime authorization shall be approved by the Chief Ranger or Designee. Employees that work an authorized overtime period shall complete, validate, and submit an overtime explanation with their timecards.

Section 17.6. Court Appearance. An Employee will be paid a Court Pay Differential for a minimum of 3 hours at 1 ½ times the Employee's hourly straight time pay rate for any required court appearances that occur outside of their scheduled shift. An Employee will be considered "on the clock" starting 30 minutes prior to his designated Court Appearance time.

Section 17.7. Extended Shift Pay Differential. An Employee will be paid an Extended Shift Pay Differential for any required time that occurs outside of his scheduled shift. In such a situation, he will be paid at 1 ½ times the Employee's hourly straight time pay rate pursuant to the Safety Operation Manual, which may be changed from time to time, and approval from his supervisor.

Section 17.8. Time Off Requests. Employees shall submit to their supervisor all time off requests, including vacation, holiday, and personal time off requests. Written requests for 1 – 3 consecutive shifts off, unless exigent circumstances arise, should be delivered to the District Supervisor or Designee no later than 48 hours in advance. Written requests for more than 3 consecutive shifts off, unless exigent circumstances arise, should be delivered to the District Supervisor or Designee no later than 28 calendar days in advance. The failure of an Employee to deliver a time off request

within the above referenced time periods, shall not automatically result in denial of the request. All time off requests (including those submitted in less than the required notice period) may be denied for operational reasons. Sick time-off requests are governed by Article 21.

Section 17.9. Required Off-Duty Training. An off-duty Employee who is required to attend (and attends) training or firearms qualification will be paid at the applicable pay rate for a minimum of 2 hours. An Employee will be considered "on the clock" starting 30 minutes prior to the start of his required firearms qualification time.

Section 17.10. Shift Trades. Employees may temporarily trade shifts solely with other Employees within their assigned District subject to all of the following conditions:

- a. all written requests must be approved, in advance and in writing, by the District Supervisor or Designee;
- b. shift trades shall not create overtime liability for Great Parks; and
- c. the denial of shift trades are subject to the Grievance Procedure but shall not be subject to Arbitration. The approval of shift trades shall not be subject to the Grievance and Arbitration Procedure.

Issue: Article 29 Wages:

Section 29.1. In 2015, the Employee pay scale will be \$20.53 (minimum) - \$30.79 (maximum). In 2016, the Employee pay scale will be \$20.94

(minimum) - \$31.1032 (maximum). In 2017, the Employee pay scale will be \$20.94 (minimum) – \$31.4142 (maximum).

Section 29.2. In 2015, all Employees will receive a 1% base wage increase and have the possibility of earning up to an additional 1% base wage merit increase, effective the first paycheck in 2015.

Section 29.3. In 2016, all Employees will receive a 3% base wage increase, to be distributed as follows:

- a. If an Employee is not at the top of the pay scale, the wage increase will be distributed as a base wage increase to the Employee's hourly pay rate, effective for the first paycheck in 2016.
- b. If a 3% base wage increase would place the Employee above the maximum of the pay scale, the Employee's hourly pay rate will be increased to the top rate of the pay scale, and any remaining base wage increase amount above the pay scale will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2016. [For example, if an Employee was making \$30.2547, his hourly pay rate would increase to \$31.1623 but would be "capped" at \$31.1032/hour (the maximum rate under the pay scale). He would receive a lump sum payment of \$122.93 – calculated as follows: $\$31.1623 - \$31.1032 = 0.0591 \times 2080 \text{ hours} = \122.93 .]
- c. If an Employee already is at the top of the pay scale, the base wage increase amount will be distributed as a lump sum (less applicable

taxes and withholdings) on the first paycheck in 2016 with no increase in the Employee's hourly pay rate.

Section 29.4. In 2017, all Employees will receive a 2% base wage increase, to be distributed as follows:

- a. If an Employee is not at the top of the pay scale, the wage increase will be distributed as a base wage increase to the Employee's hourly pay rate, effective for the first paycheck in 2017.
- b. If a 2% base wage increase would place the Employee above the maximum of the pay scale, the Employee's hourly pay rate will be increased to the top rate of the pay scale, and any remaining wage increase amount above the pay scale will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2017.
- c. If an Employee already is at the top of the pay scale, the base wage increase amount will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2017 with no increase in the Employee's hourly pay rate.

Section 29.5. Notwithstanding any other provision of this Agreement or Ohio law, Great Parks in its sole discretion shall have the authority to laterally hire new Employees and place them within the pay scale appropriate to their experience and training. The decision to place a newly hired Employee above the lowest hourly rate on the pay scale shall not be subject to challenge under the grievance and arbitration provisions of this Agreement.

Section 29.6. Field Training Officer Pay. If the Chief Ranger or Designee appoints an Employee to serve as a Field Training Officer, that Employee will be paid an additional \$2.50 per hour for all actual work time served in that appointed capacity.

Note: The parties also appended a Memorandum of Understanding to the contract. They agreed that this document was not part of the contract and that it would expire on December 30, 2017.

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Note: All other Tentative Agreements between the parties are included in this Award by reference.

Signed the 5th day of February 2016 at Munroe Falls, Ohio

/Dennis Byrne/

Conciliator