

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

In the matter of:	:	
	:	
City of Girard	:	Case No. 15-MED-10-1193 (94)
	:	Conciliator Steven L. Ball
and	:	
	:	
Ohio Patrolmen's Benevolent Association Union	:	

CONCILIATION REPORT

The undersigned, Steven L. Ball, appointed as State Employees Relations Board conciliator, makes the following report and final offer settlement award:

I. HEARING

The conciliation hearing was held at 100 N. Market St., Girard, Ohio 44420 at 11:00 a.m. on September 13, 2016. The following were present:

City of Girard

Robin Bell, Chief Negotiator, Clemans, Nelson & Assoc.
Jerry Lambert, Safety/Service Director
Jeffrey Palmer, Chief of Police

Union

George Gerken, Attorney
Scott Siegel, Patrolman
Justin Leo, Patrolman

The parties agreed to waive any verbatim transcript of the proceeding.

II. CRITERIA

After presentation of the evidence, consideration was given to the factors detailed in OAC 4117-9-06(H) and Section 4117.14(G)(7), Ohio Revised Code, and the Report and Recommendation of the Fact Finder.

III. FINDINGS OF FACT, RECORD AND REPORT

Report and Record

The parties, the Ohio Patrolmen's Benevolent Association and the City's Police Department, are at impasse upon one issue, Article 23 Scheduling. The Union has submitted current language as its final offer. The City proposes a rotating schedule for patrolmen every six months with an increase in shift differential to \$0.75 per hour for second and third shifts, and modifies overtime to be paid over 160 hours in a 28 day period or after 8 hours in one day. This eliminates overtime paid after 40 hours in a 7 day period. The current scheduling is by seniority with permanent shifts. The Union objects to the proposed final offer of the City as it would modify language already agreed to by the parties as to shift differential and overtime pay in Articles 24 and 26.

The City of Girard, with a 2010 population of 9936, is in Trumbull County. The bargaining units are comprised of one dispatcher and eleven patrol officers. In 2001 the City came under the supervision of the State Auditor's office and State Oversight Commission caused by a fiscal emergency. It emerged from fiscal emergency in 2012. Though the city states that it faces additional fiscal challenges caused by layoffs by one of the City's largest employers, Vallourec (V&M) Star, no evidence was submitted as to the inability to fund the Department under the current scheduling system.

The Employer's Position

The Chief contends that a six month rotating schedule would benefit the City and the employees. He contends that his proposed schedule (Tab 2, Employer's Exhibits) would save the City over \$100,000 in overtime, and additional savings in sick leave. He believes that the new schedule would balance the shifts with inexperienced and senior employees, which he

contends is more equitable. The Chief further contends that permanent shifts lead to complacency and boredom and inordinate use of sick leave. The supervisors have agreed to rotate.

The Chief also believes that sick leave is abused under the current system, via the use of “roll in” days, i.e. sick days taken before or after scheduled days off. He believes that this would be lessened under the proposed rotation.

Union Position

The Union opposes any change to the scheduling article. It was the subject of bargaining in 2003, when a rotational shift was changed to the current permanent, five days on, two days off schedule. The current permanent shifts are, in the opinion of the members of the bargaining unit, necessary to afford them stability and long term planning in their off duty lives. The Union has agreed, as a matter of practice, for the temporary rotation of new hires to enable them to become acquainted with all shifts.

The Union introduced three scholarly articles in support of their proposition that rotational schedules as proposed by the Chief are harmful to employees. As noted by the City, the sources of these articles are not identified. They describe findings that mirror a commonly held belief that repeated changes in work shifts are stressful and inconvenient to an employee, resulting in poorer performance, sleep deprivation, and health issues.

Conclusion

The City offered no evidence to show that budgetary considerations would mandate a change to rotating shift scheduling. The Chief contends that the savings from his proposal is necessary to replace a recently retired patrolman. However, no financial data was offered for that proposition, other than the Chief’s computations, at Tab 2, arguing a potential savings of

\$126,496 per year in overtime and sick leave should his rotating plan be implemented.

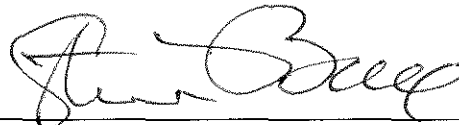
Budgetary savings are but one factor in operating the department, to be balanced against other factors, including morale and the well being of the affected employees, and performance and efficiency. Though the Chief has a good faith belief in the efficacy of the rotating shifts, the savings to the City by its implementation appear to this writer to be somewhat speculative.

Moreover, if sick leave is being abused, other more direct methods of reducing sick leave are available. Sick leave for the supervisors has not changed appreciably since implementation of their rotating schedule.

The members of the bargaining unit are those most intimately aware of the effect of scheduling on their lives and their performance as patrolmen. Though the Chief believes that “performance and efficiency” would be advanced by his schedule, the employees disagree. Likewise, the Chief’s belief that the rotating schedule would promote equality and fairness is rebutted by the Union’s unanimous belief that the current system is fair to all. The conciliator concludes, as did the fact finder, that though the Chief believes the rotating schedule would be cost effective, fair, and efficient, his evidence is mostly opinion, which is countered by the collective opinion of the bargaining unit. The conciliator sees no evidence of a manifest need to go to the rotating schedule to save money or to increase performance. Moreover, the City offered no evidence as to any standard in the law enforcement community in the area of scheduling. Though neither party offered evidence as to the treatment of scheduling in comparable police departments, the conciliator believes that the City, arguing against the current scheduling system, that was negotiated long ago, had the burden of showing any comparable standard.

IV. AWARD AND ORDER

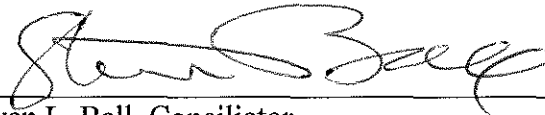
The conciliator awards and orders the final offer of the Union, attached hereto.



Steven L. Ball, Conciliator
September 28, 2016

CERTIFICATE OF MAILING

I hereby certify that the Conciliation Report has been sent by email to George Gerken, gerkenlaw@gmail.com and Robin Bell, RBell@clemansnelson.com and to Donald M. Collins, General Counsel, SERB, med@serb.state.oh.us, on this 28th day of September, 2016.



Steven L. Ball, Conciliator

OPBA and City of Girard
2015 MED 1193
Negotiations
OPBA Proposed Language for conciliation – 9.6.2016

UNION EXHIBIT #1

ARTICLE 23 SCHEDULING

Section 1. Scheduling/Shift Bidding. The City and the Union agree that the City shall establish and post the available shifts for bid by bargaining unit members. Every six (6) months employees will bid by seniority within each classification for a permanent schedule of hours worked and days off.

Section 2. Operational Need Adjustments. Notwithstanding the bidding procedure, the schedule shall be subject to the approval of the Chief of Police which shall not be withheld unreasonably. Different methods of scheduling may be implemented at any time upon agreement of the union and management.