

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

In the matter of Conciliation between:)	Case No. 2016-MED-09-1028
)	
FRATERNAL ORDER OF POLICE,)	Hearing: May 19, 2017
CAPITAL CITY LODGE NO.9,)	
Employee Organization,)	Date of Award:
and)	May 24, 2017
)	
THE CITY OF GRANDVIEW HEIGHTS,)	
Public Employer.)	

CONCILIATION AWARD

Before Mitchell B. Goldberg, appointed Conciliator.

Appearances: Robert R. Byard, Hunter, Carnahan, Shoub, Byard & Harshman, for the Union; and Marie-Joelle C. Khouzam, Bricker & Eckler LLP, for the City.

I. Introduction and Background.

The parties selected the undersigned as the Conciliator of this public employment labor dispute. This was done under a Mutually-agreed Alternate Dispute Settlement Procedure ("MADD") in accordance with Ohio Revised Code 4117.14(E). They agreed upon a schedule for exchanging their respective final offer proposals, and for submitting their proposals to the Conciliator. The Conciliator must resolve the disputed issues between the parties by selecting, on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration the following:

- (1) Past collective bargaining agreements between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal

- standard of public service;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this section which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, conciliation or other impasse resolution procedures in the public service or in private employment.¹

The City is a suburb of Columbus with approximately 7,000 residents. The past collective bargaining agreements (“CBAs”) between the parties covered the combined bargaining units of police officers and a supervisor unit. There are 13 police officers in the officer unit and four sergeants in the supervisor unit. The police department is supported by a non-union dispatcher group consisting of full-time and part-time personnel and a full-time administrative secretary. The parties have historically combined their labor negotiations under one CBA with 3-year contract terms.

The negotiators reached tentative agreements (TAs) on all issues on March 6, 2017. The Officer’s Unit agreed to the TA on March 13, 2017. The Supervisor Unit rejected the TA on the same date. The following award on each of the unresolved issues hereby incorporates all unchanged language of the CBA that expired on December 31, 2016, and all tentative agreements reached between the parties during their negotiations.

II. Unresolved Issues.

(1) Article 22- Wages, Rank Differential.

The expired CBA provided for a differential between the top officer’s pay rate and the sergeant’s pay rate of approximately 15%. The FOP proposes that the differential be increased to 18%. The City proposes to keep the rate differential at the same level as in the expired CBA with no increase. The amounts of the differential that the City is proposing is reflected in the TA

¹ SERB Conciliation Guidebook

that was executed on March 6, 2017. Based upon the across-the-board pay increases that were agreed upon, the hourly rate differential between the highest paid officer and the sergeant is \$39.81 (officer) and \$45.71 (sergeant) (14.8%) in year 1; \$41.11 and \$47.19 (14.8%) in year 2; and \$42.44 and \$48.73 (14.8%) in year 3.

The FOP contends that the differential needs to be increased so that the pay ranks favorably among the nearby police departments. Presently, the Grandview sergeants rank 13 out of 18 departments represented by the FOP. Grandview is only above Pickerington and small townships. Worthington, ranked #12, pays \$3,500 among this group. The FOP also contends that the Grandview sergeants has a shortage of administrative support staff to assist them in their supervisory functions compared to the support staff in the other departments. The differentials in the other departments are above 15%, and some exceed 20%. The FOP contends that the City sergeants in Grandview should be paid in amounts that are compared with other cities, and not the lower paid townships. The City can afford this pay increase.

The City contends that the 18% demand is significantly more than the approximate 15% when the amount of money is computed over the 3-year contract term. It believes that the amount of the proposed increase is unwarranted and unjustified. The sergeants will be receiving large across-the-board pay increases during each contract year. Their increases compound faster than the officers due to their existing higher pay rates. The agreed upon 3.25% raises are higher than all of the FOP contracts, even those in more affluent suburbs. Notwithstanding these higher across-the-board increases, the differential is still within the spectrum between 12% and 18% that exists in most of the departments.

I find from the evidence of comparable pay for the top step sergeants in the 18 department group that Grandview's agreed upon pay increases of 3.25% each year alleviates

any compelling need to change the differential between the top officer rate and the sergeant's rate.

Award: The City's final best offer is awarded. The differential between the top officer rate and the sergeant's rate shall remain as agreed upon in the TA signed on March 6, 2017.

(2) Article 24 - Section 24.1 - Longevity Pay.

The FOP proposes to modify the TA language that was agreed upon in the TA with one modification to Section 24.1. The FOP proposes to increase the rate of pay from \$40/year to \$100/year above the payment of \$600/year after 5 years of service. The pay would cap off at a maximum of \$2,600/year in longevity pay. The FOP believes that this proposal would bring the Grandview more in line with the longevity pay provided by other Lodge 9 represented departments.

The City opposes any increase in longevity pay. It does not accept the concept that more pay beyond regular pay increases is warranted merely based upon years of service. It is not a form of merit pay.

I find that Grandview is well situated among the longevity pay range in comparable departments. While the pay starts off lower than some after 5 years, it is comparable after 20 years and at the longest period of service. As between the two last final offers, I find that the City's last final offer is more reasonable.

Award: The City's last final offer is awarded that reflects the parties' TA executed on March 6, 2017.

(3) Article 29 - Section 29.2 - Personal Leave.

The FOP proposes that the sergeants receive 3 days of personal leave, which is 2 days more than the officers receive. Its evidence shows that the average personal leave among its departments is over 3 days. Even if the days are increased from 1 to 3, the sergeants will still

be situated among the lower end of the comparative spectrum. The City believes that the 1 personal leave day is adequate when it is considered together with the rest of the paid time off available to the sergeants. This includes vacation, paid sick leave and paid compensatory time. It believes that other agreed upon provisions must be considered when reviewing this issue. Compensatory hours have been doubled from 120 to 240 and members can cash out up to 120 hours annually. Sergeants who work 80 overtime hours can receive more time off in lieu of overtime pay.

The evidence regarding personal leave time among FOP departments is all over the board. I find that the existing personal leave time is reasonable after considering the entire economic package reflected in the TA.

Award: The City's last final offer is awarded, as reflected in the TA dated March 6, 2017.

(4) Article 30 - Section 30.10A - Sick Leave Reciprocity.

The FOP proposes the TA'd current contract language that the Officer's unit accepted except for the language related to sick leave reciprocity. The supervisors propose greater sick leave cash out reciprocity, as reflected in the additional cash benefit calculation table. That table shows a proposed increase from the present 64 benefit hours allowed for sick leave taken from 0-8 hours, 52 hours allowed for 9-16 sick leave hours taken, 32 for 17-24 sick leave hours taken, 24 for 25-32 sick leave hours taken, and 16 allowed hours for 33-40 sick leave hours taken. The FOP proposes increasing the allowed hours in each category to 80, 68, 48, 40 and 32. There would be no change in the existing zero allowed hours for sick leave hours over 40. The FOP believes that its proposal will benefit the City by continuing to incentivize non-use of sick leave.

The City proposes no increase. It contends that the increase of 20% proposed by the supervisors at the higher rates of pay would be financially inappropriate. It believes that there is no equitable basis for providing this benefit separately to the supervisors.

I find no compelling reason to award this separate benefit to the supervisors considering the cost of the proposal and the overall economic provisions that have already been negotiated between the parties.

Award: The City's proposed last final offer is awarded. The sick leave reciprocity payout will remain as specified in the parties' TA that was negotiated on March 6, 2017.

Date of Award: May 24, 2017

/s/ _____

Mitchell B. Goldberg, Conciliator

Certificate of Service

The above award was served upon the following parties/entities on May 24, 2017 by electronic mail:

serb.mediation@serb.state.oh.us

rbyard@hcands.com

jkhousam@bricker.com

/s/ _____

Mitchell B. Goldberg

