

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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In the Matter of)	
Arbitration Between:)	
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CITY OF PARMA HEIGHTS)	Case No. 2016-MED-11-1325
)	(Captains and Sergeants)
)	
)	
-and-)	
)	Jonathan I. Klein,
)	Arbitrator
)	
OHIO PATROLMEN'S)	
BENEVOLENT ASSOCIATION)	
)	

**LAST BEST OFFER AWARD PURSUANT TO
MUTUALLY AGREED-UPON DISPUTE SETTLEMENT PROCEDURE**

Appearances

For the Union:

Randy Weltman, Esq. - Attorney for Ohio
 Patrolmen's Benevolent Association
 Aikaterini Houston, Esq. - Attorney for Ohio
 Patrolmen's Benevolent Association
 Mike Deily - Sergeant
 Michael Luzniak - Sergeant

For the Employer:

Jeremy Iosue, Esq. - Attorney for
 City
 Daniel Teel, Chief of Police
 Terrence Hickey - City Finance
 Director

I. PROCEDURAL BACKGROUND

This matter came on for hearing on July 24, 2017, before Jonathan I. Klein, selected as arbitrator to issue a final and binding award pursuant to Ohio Revised Code Section 4117.14 (C) and Ohio Administrative Code Section 4117-9-03. The hearing was conducted between the City of Parma Heights (“City” or “Employer”), and the Ohio Patrolmen’s Benevolent Association (“Union” or “OPBA”), at the Employer’s police training conference room located at 6184 Pearl Road, Parma Heights, Ohio 44130. The Union is the sole and exclusive bargaining representative of all full-time employees in the classifications of police captain (except executive officer or officer acting in absent of chief of police), and police sergeant.

The parties have engaged in negotiations regarding the new collective bargaining agreement for calendar years 2017 - 2019. The parties were unable to resolve all of the outstanding issues and proceeded to invoke the mutually agreed upon dispute resolution proceeding contained in Sections 24.01-24.04 of the current collective bargaining agreement. The agreement provides for the appointment of an arbitrator to select from the parties’ last best offers on the open issues remaining in dispute, and to function in a capacity similar to that of a conciliator under Ohio Rev. Code Ch. 4117.

The parties continued to negotiate during the hearing process before the arbitrator, and agreed to permit modifications to their last best offers on the following unresolved issues remaining at impasse:

- Issue 1: Certification Pay
- Issue 2: Compensatory Time Bank

Issue 3: Uniform Allowance
Issue 4: Sick Leave - Personal Health Days

In selecting the last best offer, issue by issue, the arbitrator reviewed the record of the hearing, including the evidence presented by both parties, together with their respective position statements. The Employer proposed current language for each of the open issues.

II. LAST BEST OFFER CRITERIA

In the determination of each issue, the arbitrator has also considered the applicable criteria listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-06(H)(1)-(6).

These conciliation or last best offer criteria are enumerated, as follows:

- (1) Past collectively bargained agreements, if any, 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 employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest 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 rule, which are normally or traditionally taken into consideration

in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

III. SELECTION OF LAST BEST OFFER

Issue 1: Article 10 - New § 10.6 - Certification Pay

The arbitrator determines that the Union's proposal represents the last best offer, and the following language shall be added to Article 10 of the new collective bargaining agreement:

Article 10.6 Certification Pay – It shall be a condition of employment that all employees have and maintain an Ohio Peace Officer training certificate through OPOTA, and complete all continuing professional training associated with it. Additionally, all officers shall maintain certifications necessary for job proficiency (such as firearms deployment, Narcan deployment, BAC testing, and LEADS testing). Effective January 1 2017, officers who maintained their Ohio Peace Officer training certificate and proficiencies shall be paid \$100 January 1 following each year such certification was maintained.

Issue 2: Article 11 - §11.03 - Duty Hours and Overtime

The arbitrator determines that the Union's proposed changes to §11.03 represent the last best offer, and the following language shall be included in Article 11 of the new collective bargaining agreement:

11.03 Compensatory Time - At the option of each officer compensatory hours may be accumulated in lieu of compensation up to a maximum of 300 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Officers may utilize said bank of overtime hours with the prior approval of the Chief in increments of not less than

2 hours unless the Chief, in his sole discretion, determines some lesser time is appropriate. Officers shall be able to utilize their bank of compensatory time in accordance with the following: Only one Sergeant per shift may exercise the use of comp time if it creates overtime as it relates to supervisory overtime. Comp time use that will create the need for overtime fill-in must be requested twenty-four (24) hours in advance; the twenty-four (24) hour advance notice will be waived if the employee is able to secure his/her own replacement. Employees will not utilize comp time or holidays during declared emergency situations or when special events or circumstances would dictate scheduling additional officers on any particular day, as determined by the officer in charge.

All compensatory time banked must be utilized by December 1, with the exception of a maximum of 200 hrs, which may be carried over to the next calendar year. Any unused time exceeding 200 hours will be paid in cash by multiplying such hours remaining times the officer's normal hourly rate of pay. The payout of compensatory time remaining unused at 12/1 after any mandatory payout may be requested by the officer; and such requested time shall be paid in cash by multiplying the hours by the officer's normal hourly rate of pay. No compensatory time off may be utilized from December 22 through January 2 of each year.

Issue 3: Article 12 - §12.03 - Uniform Allowance

The arbitrator determines that the Union's proposed changes to §12.03 represent the last best offer, and the following language shall be included in Article 11 of the new collective bargaining agreement:

12.03 In the event that the City requires any changes in uniforms, leather gear or safety equipment, the City will furnish all officers, at its expense, the first issue of said newly required uniforms, leather gear or safety equipment. In addition, the City will furnish soft-body armor replacements to all officers no later than the expiration date cited by the manufacturer.

Issue 4: Article 18 - §18.01 - Personal Health Days

The arbitrator determines that the Union's proposed change to §18.01 represents the last best offer, and the following language shall be included in Article 18 of the new collective bargaining agreement:

Employees with accumulated sick leave may use sixty-four (64) 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 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. "Personal health" days so utilized shall not be so charged as to reduce the employee's sick leave incentive.

/s/ Jonathan I. Klein
Arbitrator

Dated: September 11, 2017

CERTIFICATE OF SERVICE

A copy of this Last Best Offer Award was served on S. Randall Weltman, Esq., Ohio Patrolmen's Benevolent Association, P.O. Box 338003, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, srwelt@sbcglobal.net; and upon Jeremy D. Iosue, Esq., Harvey Abens Iosue Co., LPA, 3404 Lorain Avenue, Cleveland, Ohio 44113, jiosue@harvlaw.com; and upon Donald Collins, General Counsel & Assistant Executive Director, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Suite 1200, Columbus, Ohio 43215-4213, donald.collins@serb.state.oh.us; and med@serb.state.oh.us; each by electronic mail this 11th day of September 2017.

/s/ Jonathan I. Klein
Arbitrator