

STATE OF OHIO
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF CONCILIATION : SERB Case Number: 2017-MED-10-1209
:
BETWEEN THE :
:
CITY OF PARMA, OHIO, :
:
Employer : Date of Conciliation Hearing:
AND THE : June 12, 2018
:
OHIO PATROLMEN'S :
BENEVOLENT ASSOCIATION, :
:
Union : Howard D. Silver, Esquire
Conciliator

OPINION AND ORDER OF THE CONCILIATOR

APPEARANCES

For: City of Parma, Ohio, Employer

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PROCEDURAL BACKGROUND

This matter came on for mediation and a conciliation hearing on June 12, 2018 at 10:00 a.m. at the City of Parma's City Hall, 6611 Ridge Road, Parma, Ohio 44129. Mediation occurred between the parties from 10:00 a.m. to 12:15 p.m. The conciliation hearing commenced at 12:15 p.m. and concluded at 2:45 p.m. on June 12, 2018.

This matter proceeds under the authority of Ohio Revised Code section 4117.14 and in accordance with Ohio Administrative Code section 4117-9-06. This matter is properly before the conciliator for review and resolution through the conciliator's selections between final settlement offers submitted by the parties upon an issue-by-issue basis.

FINDINGS OF FACT

1. The parties to this conciliation proceeding, the City of Parma, Ohio, hereinafter the Employer, and the Ohio Patrolmen's Benevolent Association, hereinafter the Union, were parties to a collective bargaining agreement covering City of Parma, Ohio Police Department Patrolmen that was in effect from February 12, 2016 through December 31, 2017.
2. The exclusive representative of the City of Parma Police Department's Patrolmen's bargaining unit is the Ohio Patrolmen's Benevolent Association (OPBA), the Union.
3. At the time of the conciliation hearing, the bargaining unit was comprised of eighty-five (85) full-time Patrolmen employed within the City of Parma Police Department.

4. The parties have engaged in bargaining a successor collective bargaining agreement for the Patrolmen's bargaining unit.
5. The parties moved to fact-finding in January 2018 to address unresolved Articles, with the fact-finding hearing occurring on March 22, 2018 and the fact finder's report and recommendations issued on April 11, 2018.
6. This matter came on for a conciliation hearing on June 12, 2018 and the conciliation hearing concluded the same day.

UNOPENED ARTICLES

The following Articles were not opened to bargaining by either party. The conciliator understands that these unopened Articles shall be included unchanged in the parties' successor collective bargaining agreement.

Article 1 – Preamble

Article 2 – Purpose and Intent

Article 3 – Recognition

Article 4 – Dues Deduction

Article 5 – Management Rights

Article 6 – Total Agreement

Article 7 – Legislative Approval

Article 8 – Non-Discrimination

Article 9 – Gender and Plural

Article 10 - Headings

Article 11 – Obligation to Negotiate

Article 12 – Conformity to Law

Article 13 – No Strike

Article 14 – Employee Rights

Article 15 – Association Representation

Article 16 – Sick Leave

Article 18 – Funeral Leave

Article 19 – Holidays

Article 20 – Vacation

Article 22 – Longevity

Article 23 – Uniform Maintenance Allowance

Article 24 – Insurance

Article 27 – Miscellaneous

Article 28 – Court Time

Article 29 – Injury Leave

Article 30 – Labor/Management Meetings

Article 32 – Probationary Period

Article 34 – Family Medical Leave

Article 35 – Discipline

Article 36 – Grievance Procedure

Article 37 – Arbitration Procedure

Article 39 – Execution

Appendix A – Disciplinary Forms/Employee Rights

Appendix B – Drug and Alcohol Testing Policy and Procedures

Appendix C – Retiree Reimbursement Program

TENTATIVE AGREEMENTS

The following Articles were tentatively agreed by the parties for inclusion in their successor collective bargaining agreement. New language is presented in **bold**. The conciliator orders the inclusion of the parties' tentatively agreed Articles in the parties' successor Agreement in the form tentatively agreed by the parties.

Article 31 – Duration

Section 31.01

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA, and, except as otherwise noted herein, shall become effective **January 1, 2018** and shall remain in full force and effect until December 31, **2020**.

Sections 31.02 – Retain current language.

Article 33 – Promotions

Sections 33.01 and 33.02 – Retain current language.

Section 33.03

A Promotional Board consisting of five (5) persons shall be created as follows: (a) the Police Chief; (b) the Safety Director; (c) **the Deputy Chief or** a Captain, (chosen at random by Chief and OPBA Director); (d) an employee from the rank where the vacancy exists, (chosen at random by Chief and OPBA Director); and (e) one representative from Uniform Patrol, (who has completed 10 years of service with Parma Police Department at time of test and is not on active promotional list). A new board will be chosen after every appointment or appointments as needed.

Sections 33.04 and 33.05 – Retain current language.

UNRESOLVED ARTICLES

The following Articles were unresolved between the parties at the conclusion of the conciliation hearing and are subject to the conciliator's selections in this proceeding.

Article 17 – Sick Leave Bonus

Article 21 – Overtime

Article 25 – Training and Education

Article 26 – Salary Schedule and Supplements

Article 38 – First Responder's Pay

CONCILIATOR'S DISCUSSION AND SELECTIONS AMONG THE PARTIES' FINAL SETTLEMENT OFFERS

Article 17 – Sick Leave Bonus - Discussion

Neither party has proposed a change to Article 17, section 17.01.

The Employer's proposed changes to the sick leave bonus language in Article 17, section 17.02 would change the calculation period for a sick leave bonus from a rolling 90-day period to a calendar quarter period. The conciliator finds insufficient evidence in support of such a change to order the modification proposed by the Employer on this issue. The Union's final settlement offer on Article 17, section 17.02, retain current language, is therefore selected by the conciliator.

The Employer's final settlement offer concerning the conversion of accrued and unused sick leave was withdrawn by the Employer. The Union's final settlement offer on Article 17, section 17.03, retain current language, is selected by the conciliator.

Article 17 – Sick Leave Bonus – Conciliator's Selections – Union's Final Settlement Offers

Section 17.01 – Retain current language.

Section 17.02 – Retain current language.

Section 17.03 – Retain current language.

Article 21 – Overtime – Discussion

The Employer withdrew its final settlement offer as to Article 21. The conciliator selects the final settlement offer from the Union as to Article 21 that retains current language.

Article 21 – Overtime – Conciliator's Selection – Union's Final Settlement Offer

Article 21 – Overtime – Retain current language.

Article 25 – Training and Education – Discussion

The Employer has proposed a change to Article 25, section 25.05. The change proposed by the Employer prompted forceful presentations in support of and in opposition to the change proposed.

Article 25, section 25.05 addresses the reimbursement of bargaining unit members for tuition and books for coursework successfully completed that is related to a police or law enforcement curriculum, with the prior approval for such reimbursement from the Safety Director or the Chief of Police.

The Employer's proposed changes are significant in their impact when applied to tuition and book reimbursements, reducing these benefits by fifty percent (50%).

The Union very much desires that the terms of this benefit continue in their present form, available for the benefit of future full-time employees in the bargaining unit. The Union believes such a benefit is of great value not only to individual bargaining unit members but to the professionalism and expertise of the Department.

The Employer claims that by requiring a fifty percent (50%) contribution from the bargaining unit member the participant will have “skin in the game” and will be less likely to accept reimbursement but decide not to complete the requirements for a degree.

Although the Employer's IAFF bargaining unit accepted a 50% reduction in tuition reimbursement as part of their recently-negotiated Agreement, the parties here recognize that the members of the OPBA Patrolmen's bargaining unit more frequently access the educational programming addressed by Article 25, section 25.05 than do the Employer's Firefighters.

The conciliator understands the reasons for each party's position on the Employer's proposed change to Article 25, section 25.05. The conciliator finds an insufficient basis at this time upon which to order the substantial change proposed by the Employer's final settlement offer for Article 25, section 25.05. Accordingly, the Union's final settlement offer as to Article 25, section 25.05, retain current language, is selected by the conciliator.

Article 25 – Training and Education – Conciliator's Selection – Union's Final Settlement Offer

Article 25 – Retain current language.

Article 26 – Salary Schedule and Supplements - Discussion

A consideration of the wages to be included in the parties' successor Agreement, as expressed in Ohio Revised Code section 4117.14(G)(7)(c), is to include:

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 [.]

Another consideration to be applied to wages is found in Ohio Revised Code section 4117.14(G)(7)(b) that reads:

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[.]

Three changes were proposed by the parties through their final settlement offers as to Article 26 – Salary Schedule and Supplements.

Article 26, section 26.01 presents the salary schedule for the bargaining unit. Each party has presented a final settlement offer that addresses Article 26, section 26.01 through proposed annual, across-the-board wage increases for the bargaining unit. The Union has proposed 2.25%, 2.50%, and 2.75%. The Employer has proposed 2.0%, 2.0%, and 2.0%. Both parties propose that the first wage increase under the successor Agreement be retroactive to January 1, 2018.

After considering the financial history of the Employer, the wage history of the bargaining unit, and the financial condition of the public employer at this time and projected over the three years of the successor agreement, both internally and relative to comparable political subdivisions, the conciliator selects the Employer's final settlement

offer for Article 26, section 26.01, a settlement offer that begins with a two percent (2%) wage increase for the bargaining unit retroactive to January 1, 2018; followed by a two percent (2%) wage increase effective January 1, 2019; and a two percent (2%) wage increase effective January 1, 2020.

The final settlement offers of the Union and the Employer as to Article 26, section 26.03 were withdrawn.

The final settlement offer from the Employer as to Article 26, section 26.09 addresses annual education bonuses based upon securing a higher (than high school) educational degree and adds an additional level of bonus for a Master's degree. The Union claims the language suggested by the Employer is already in Article 26, section 26.09, that the additional proposed bonus level is unlikely to be accessed, and opposes the modification.

The conciliator selects the Union's final settlement offer as to Article 26, section 26.09 that would retain current language.

Article 26 – Salary Schedule and Supplements

Section 26.01

Effective January 1, 2018 – 2% wage increase

Effective January 1, 2019 – 2% wage increase

Effective January 1, 2020 – 2% wage increase

Section 26.02 – Retain current language.

Section 26.03 – 26.09 – Retain current language.

New Article – Article 38 – First Responder's Pay

Both parties submitted a final settlement offer that would institute a wage supplement to be paid to bargaining unit members who serve as first responders and who administer emergency first aid. The parties recognize the increased risks of harm to first responders due to the opioid epidemic and other public health challenges that endanger the health of first responders. What separates the parties' final offers in this regard is the amount of the pay and when it is to begin. The Employer proposes \$750 for 2018; \$750 in 2019, and \$1,000 in 2020. The Union proposes \$500 in 2018, \$1,000 in 2019, and \$1,250 in 2020.

The conciliator selects the Union's final settlement offer as to Article 38, First Responder's Pay.

New Article – Article 38 – Conciliator's Selection – Union's Final Settlement Offer

In recognition of the fact that Patrol Officers are often the first responders to a critical incident, and often administer emergency first aid, including the utilization of Narcan, CPR, and AED, etc., all employees who undertake training and are capable of applying that training in the field, shall be paid an annual First Responder's wage supplement, as follows:

2018 - \$500.00

2019 - \$1,000.00

2020 - \$1,250

The payment will be in a separate check, distinct from any other compensation, and shall be payable between December 1 and 15 of the year earned.

CONCILIATION ORDER

The conciliator's selections among the final settlement offers submitted by the Employer and the Union as to the Articles that remained unresolved between the parties at the conclusion of the conciliation hearing are as follows:

Article 17, Sick Leave Bonus – Union's Final Settlement Offers

Article 21, Overtime – Union's Final Settlement Offer

Article 25, Training and Education – Union's Final Settlement Offer

Article 26, Salary Schedule and Supplements

Section 26.01 – Employer's Final Settlement Offer

Sections 26.02, 26.03, 26.04, 26.05, 26.06, 26.07
and 26.08 – Retain current language.

Section 26.09 – Union's Final Settlement Offer

Article 38, First Responder's Pay – Union's Final Settlement Offer

All unopened and tentatively agreed Articles shall be included in the parties' successor Agreement.

As expressed in Ohio Revised Code section 4117.14(G)(11): "The parties may, at any time, amend or modify a conciliator's award or order by mutual agreement."

Howard D. Silver

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Columbus, Ohio
June 26, 2018

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Opinion and Order of the Conciliator in the Matter of the City of Parma, Ohio, the Employer, and the Ohio Patrolmen's Benevolent Association, the Union, SERB case number 2017-MED-10-1209, was filed electronically with the State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215 at MED@serb.state.oh.us and served electronically upon the following this 26th day of June, 2018:

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June 26, 2018