

CONCILIATION AWARD

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

June 3, 1996

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In the Matter of :

City of Wooster )

and )

Ohio Patrolmen's Benevolent Association )

Case No. 95-MED-10-0916  
Police Officers

APPEARANCES

For the Employer:

Richard Benson, Law Director  
Bob Merillat, Chief of Police  
Kathleen Gallo, Director of Personnel

For the Union:

S. Randall Weltman, OPBA Attorney  
Daniel J. Austen, Negotiating Committee  
Stephen W. Thornton, Negotiating Committee  
William A. Hofer, Negotiating Committee  
William G. Gilkison, Negotiating Committee

Conciliator:

Nels E. Nelson

## **BACKGROUND**

The instant dispute involves the City of Wooster and the Ohio Patrolmen's Benevolent Association. In the fall of 1995 the parties attempted to negotiate a successor agreement to the one due to expire December 31, 1995. When they were unable to reach a complete agreement, a Factfinder was appointed. He issued his report on April 1, 1996. When the report was rejected by the union, the dispute advanced to conciliation.

The Conciliator was appointed on April 23, 1996. He met with the parties May 29, 1996. Following a complete discussion of the unresolved issues, it was agreed that in order to expedite the resolution of the dispute the Conciliator should present his award for the outstanding issues without summarizing the positions of the parties or discussing the rationale for his award.

The Conciliator is required to select the offer of one party or the other without modification. The selection between the final offers is based upon the criteria set forth in Section 4117.14(G)(7) of the Ohio Revised Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) 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, fact-finding, or other impasse resolution procedures in the public service or in private employment.

## AWARD

The Conciliator awards the following:

### 1) Article XII - Compensation

Section 1. All Employees covered by this agreement shall be paid according to the rates indicated in Exhibit A. The rates shown in Exhibit A shall be increased 2 1/2% effective November 10, 1996; 3% effective January 1, 1997; and 4% effective January 1, 1998.

### 2) Article XV - Acting Pay

Section 1. Any police officer who is designated the acting shift commander and performs such duties by being in charge of a work shift for at least four (4) hours shall receive one-half hour overtime pay for each shift worked as acting shift commander.

### 3) Article XVII - Holidays

Section 3. Employees shall work their normal scheduled shifts throughout the calendar year and shall be paid for each of the above recognized holidays and personal day at the rate of eight (8) hours per day. In 1996 Employees shall receive payment for the above holidays and unused personal day on the last pay in November, calculated according to the regular hourly wage each Employee was making as of November 10, 1996. In subsequent years, Employees shall receive such payment on the last pay in November, calculated according to the regular hourly wage each Employee was making at the time each holiday occurs.

### 4) Article XIX - Sick Leave

Section 3. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees and for illness, injury or death in the employee's immediate family (husband, wife, son, daughter, or parents). For parents only employees are limited to 24 hours per contract year. Employees may also use sick leave, no more than four days, to attend funerals for the following family members: husband, wife, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, step-son, step-daughter, step-mother, step-father, step-sister, step-brother, step-grandparents, and step-grandchildren.

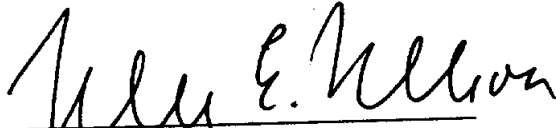
### 5) Article XXII - Insurance

Section 4 The Employer shall grant an allowance to each employee that can be used for dental or optical care in an amount not to exceed three hundred fifty dollars (\$350.00) in each contract year. Any unused balance of the \$350.00

for each contract year will be credited to the following year, provided that such unused balance must be expended by June 30 of the following year, after which it will be forfeited. Payment shall be made to the employee upon submission to the Personnel Division of a statement for services rendered, together with a completed Dental/Optical Allowance Form. This allowance may be used for any dental/optical care needed by the employee or members of his/her family.

6) New Article - Salary Reduction Program

Upon the execution of this Agreement, the Employer shall submit for approval to the Internal Revenue Service and the State Pension Board, the salary reduction method for the employee's contribution to the Police and Fire Disability and Pension Fund of Ohio. The employee's salary shall be reduced the full amount of said contribution. However, this amount shall be treated as compensation for the purpose of retirement calculations and will be included in such. This Section shall be effective after approval by the Internal Revenue Service and State Pension Board, which will be sought jointly by the parties. Any user fee assessed by the IRS in conjunction with seeking such approval will be borne by the Employer.

  
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Nels E. Nelson  
Conciliator

June 3, 1996  
Russell Township  
Geauga County, Ohio