

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD
2003 FEB -4 A 11: 25

February 3, 2003

In the Matter of Fact-Finding Between

THE CITY OF GENEVA)	Case No.:	02-MED-08-0738
)		02-MED-08-0739
and)		
)		
OHIO PATROLMEN'S BENEVOLENT)		
ASSOCIATION)		

APPEARANCES

For the City:

Richard L. Dana, Esq.	Counsel
James Pearson	City Manager
Lynda Rossiter	Director of Finance
Daniel Dudik	Chief of Police
Jim Organ	Witness

For the Union:

Colleen Bonk, Esq.	Attorney
Greg Wiley	Bargaining Committee
Michael Palinkas	Bargaining Committee
Derrick T. Yopp, Sr.	Bargaining Committee

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION AND BACKGROUND

This matter concerns the fact-finding proceeding between the City of Geneva (the "City") and the Ohio Patrolmen's Benevolent Association (the "Union" or "OPBA"). The bargaining units involved in this matter consists of 10 full-time Patrol Officers and one full-time Sergeant of the Geneva Police Department. Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. A hearing was held on January 21, 2003.

The parties' current collective bargaining agreement expired December 31, 2001. The parties have met several times and have reached tentative agreements in some areas and have reached impasse on thirteen remaining issues.

The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended. In making the following recommendations, consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board.

POSITIONS OF THE PARTIES

Many of the Union's issues involve different forms of compensation. It contends that the Geneva Police Department is still lagging behind other comparable departments in many areas, such as wages, vacation, longevity pay, court time and call-in time. Because of this situation, many patrol officers leave after receiving training and experience to secure higher paying positions elsewhere.

In addition to compensation issues, the Union presents several proposals concerning use of Family Medical Act leave, scheduling of regular days flanking vacation days, choice of

training classes and courses, and a procedure for handling payroll errors.

The City argues that Geneva Patrol Officers receive wages and other compensation within the same range as other comparable departments. The City is unable to afford the across the board increases in the several forms of compensation requested by the Union. Such increases would require lay-offs and call into question the viability of full-time police department.

The City is proposing reasonable wage increases, as awarded to other city employees. In addition, it is requesting some leeway in the areas of lay off procedures and overtime scheduling. In anticipation rising health care costs, the City is proposing that employees share in the increased cost; consequently, the City proposes minor increases to the caps that the City will have to pay in premiums for employees' health insurance.

Based on the evidence presented, the Fact Finder makes the following recommendations on the remaining unresolved issues between the parties.

ISSUES

1. ARTICLE 18 - LAYOFF AND RECALL

City's Position

The City proposes deleting Section 4, which requires the City to layoff all part-time patrol officers and sergeants prior to laying off any full-time employees.

Union's Position

The Union opposes the City's proposal, but offers that it would agree to lay off the 13th

officer, the School Resource Officer, prior to laying off part-time personnel.

Recommendation

The City's proposal is not recommended. Such a proposal could reduce the department to part-time only, thereby eroding or eliminating the bargaining unit. The Union's proposal is not recommended. The language on Layoff and Recall should remain unchanged.

2. ARTICLE 22 - OVERTIME

City's Position

The City proposes deleting Section 2 which requires the City to offer to full-time employees 50% of all overtime opportunities that arise as a result of scheduled and unscheduled time off. The City is concerned about keeping overtime expenses down.

Union's Position

The Union opposes the City's proposal. It argues that the Section 2 is actually a concession to the City, because all overtime represents bargaining unit work and should be offered to the bargaining unit before part-time employees.

The Union proposes adding a section to this provision stating that employees shall not be required to work overtime on their regularly scheduled off days that adjoin vacation or holiday leave.

Recommendation

Both the City's and the Union's proposal are not recommended. The language on Overtime should remain the same.

3. ARTICLE 24 - VACATION

Union's Position

The Union proposes adding 40 hours of vacation time to 40 hours of vacation time already awarded to employees after one year and awarding 104 hour of vacation to employees with 5 years of service.

City's Position

The City opposes any additional vacation time for employees. It argues that the City's benefits are comparable to other jurisdictions.

Recommendation

The Union's proposal is not recommended. The language on Vacation should remain the same.

4. ARTICLE 29 - COURT TIME

Union's Position

The Union proposes increasing court time to a minimum of three (3) hours. This would bring the bargaining unit up to the standards of comparable jurisdictions.

City's Position

The City opposes any increase in court time, citing a need to keep costs down.

Recommendation

The Union's proposal is recommended with some modification. An increase in court time to 3 hours with the following proviso is recommended, beginning January 1, 2004..

ARTICLE 29 - COURT TIME

Section 1. An employee required to appear in court on behalf of the Employer during off duty hours shall be paid a minimum of two (2) hours of pay at one and on-half (1-1 ½) the employee's regular rate of pay.

Section 2. Beginning January 1, 2004, an employee required to appear in court on behalf of the Employer during off duty hours shall be paid a minimum of three (3) hours of pay at one and one-half (1-1/2) the employee's regular rate of pay. In the event a court appearance is scheduled within one hour prior to the officer's regularly scheduled shift, the rate of pay will be one and one-half only for the one hour period prior to the start of his/her shift. Any court appearance scheduled within one hour after the officer's scheduled shift shall be compensated at the overtime rate for the time required to remain after the shift.

5. **ARTICLE 30 - CALL-IN PAY**

Union's Position

The Union proposes to increase the call-in pay for officers from a minimum of two hours to a minimum of three hours to meet the average of comparable jurisdictions.

City's Position

The City opposes the increase in call-in time, for the same reasons cited above for Article

29.

Recommendation

The Union's proposal is not recommended. The language of Article 30 should remain unchanged.

6. ARTICLE 31 - TRAINING

Union's Position

The Union proposes to add to this Article language which allows an employee to choose at least 16 hours of the required 24 hours of training. It proposes the following language: "An employee's request for 16 hours of training shall not be unreasonably denied."

City's Position

The City opposes these additions. It asserts that the training must be based on what the department needs. Many employees would sign up for the same training, leaving the department with inadequate representation other areas that are needed, but may not be as interesting or exciting.

Recommendation

The Union's proposal to have employees choose training is not recommended. The City must have flexibility in choosing training for employees to meet departmental needs.

7. **ARTICLE 32 - WAGES**

Union's Position

The Union proposes a wage rate increase of 6% for each year of the collective bargaining agreement and that Sergeants' wages should be 10% greater than that of the top wage for a Patrol Officer. It asserts that this increase is necessary to meet the average wage for law enforcement employees working in the area, and to compensate for the inequity that still exists as a result of the parties' past negotiations.

In addition, the Union proposes adding Section 5. Field Training Officers, which states that employees who are required to train other officers be paid an additional one dollar per hour for each hour spent training another officer.

City's Position

The City argues proposes a 2.5% increase in wages each year for the three years of the Agreement. This proposal is based on the substantial increases the Union is seeking across the board with respect to all the economic issues and is comparable to increases other City employees have received. This bargaining unit received a 4% increase in the last two years of the previous contract, thereby bringing employees within the range paid to comparable jurisdictions. Only a reduction in staff would permit the City to offer the higher wage increase. The City asserts that it is not wealthy and that funding is limited.

In addition, the City opposes additional pay for the training of officers. Such training is part of the job expected of a Patrol Officer.

Recommendation

A 3% increase for each of the three years of the Agreement is recommended to keep the bargaining unit's current position relative to other comparable jurisdictions. Any less would seriously erode the gains the bargaining unit has made in its compensation package. It is also recommended that Sergeants' wage rate be 10% greater than that of the top wage for a Patrol Officer.

The following additional section regarding compensation for training other officers in the field is also recommended..

Section 5. An employee who is required to train another officer shall be paid twenty-five cents (\$.25) per hour in addition to the employee's regular rate of pay for all hours worked as the field training officer.

8. ARTICLE 33 - LONGEVITY

Union's Position

The Union proposes that longevity payments begin upon three (3) years of employment during the first year of the agreement. Fifty dollars (\$50) should be added to the annual payment amounts in the second year of the agreement, and an additional fifty dollars (\$50) be added in the last year.

City's Position

The City opposes any increase in longevity pay. This bargaining unit already receives the exact level of longevity that all other unionized City employees receive.

Recommendation

The Union's proposal is not recommended. The language on longevity should remain unchanged.

9. **ARTICLE 34 - OFFICER-IN-CHARGE**

Union's Position

The Union proposes changing Section 1 to read: "An employee who is required by the Employer to act as the Officer-in-Charge shall be paid at the appropriate Sergeant's rate for all hours worked." The Officer-in-Charge takes on the responsibility and duties of a Sergeant and should be paid accordingly.

City's Position

The City opposes any change to Article 34.

Recommendation

An increase in the amount paid to the Officer in Charge is warranted by the added duties and responsibilities of that position. It is recommended that the amount paid be doubled, thereby awarding employees \$.50 per hour, in addition to the employee's regular hourly rate. **Section 1** should read:

Any employee who is required by the Employer to act as the Officer-in-charge for a period of four (4) hours or more shall receive compensation (in addition to his regular hourly rate) in the amount of fifty cents (\$.50) per hour for all hours worked.

10. ARTICLE 36 - INSURANCE

Union's Position

The Union proposes increasing the City's contribution to health insurance by \$25 per year for each year of the contract to cover the rising cost of health care.

City's Position

The City proposes to keep the contribution the same for year one of the Agreement and to increase the City's coverage by no more than \$25 a year in years two and three of the Agreement.

Recommendation

The City's proposal is recommended. **Section 2** of Article 36 should read:

For the term of this Agreement, the City's financial support shall be limited to five hundred fifty dollars (\$550.00) per month for family coverage and two hundred and fifty dollars (\$250.00) per month for single coverage for the first year of the Agreement. In the second and third years of the Agreement, the City shall increase its contribution for each plan by twenty-five (\$25) per year. Costs realized above the City's financial caps shall be paid 50% by the employees through payroll deduction and 50% by the City.

11. PROPOSED ARTICLE 46- EDUCATIONAL PAY

Union's Proposal

The Union proposes that the City pay for specialized training according to the following schedule. On the employee's anniversary date of hire, the City shall pay the employee who possesses certificates in areas of law enforcement fifty dollars (\$50) for each certificate, up to a

maximum of two hundred fifty dollars (\$250) per year, or for the employee who possesses an Associate Degree in the law enforcement field two hundred fifty dollars (\$250), or for the employee who possesses a Bachelor of Arts/Bachelor of Science Degree in a law enforcement field five hundred dollars (\$500). All payments will be based upon submission to the department sufficient documentation that the course(s) or degree(s) has been completed. All course(s) or degree(s) must be from an approved and accredited college or university.

City's Position

The City opposes adding this provision.

Recommendation

The Union's proposal is recommended with the following changes:

ARTICLE 46 - EDUCATIONAL PAY

The City shall pay an employee for specialized training according to the following schedule. For each eight (8) hours of certificated training, an employee will receive one hundred dollars (\$100). Certificates must be earned post Academy and must be no more than five (5) years old. For an Associate Degree, an employee will receive one hundred fifty dollars (\$150); and for a Bachelor of Arts or Bachelor of Science Degree, an employee will receive two hundred fifty dollars (\$250). Employees may earn a maximum of three hundred seventy five dollars (\$375) per year in year one of the Agreement and five hundred dollars (\$500) per year in years two (2) and three (3) of the Agreement. Payments shall be made once each year in the first pay of December. All payments will be based upon submission of sufficient documentation that the course(s) or degree(s) has been completed. All courses or degrees must be from an approved and accredited college or university.

12. **PROPOSED ARTICLE 47 - FAMILY MEDICAL LEAVE**

Union's Position

The Union proposes that an article be added to the Agreement in which the parties agree to adopt the Family Medical Leave Act (FMLA) as enacted and amended. It further proposes that an employee on FMLA leave be able to choose the status of the leave, paid or unpaid, and whether the leave will be designated a sick leave, vacation, compensatory time, etc. Employees must be able to reserve some paid time for scheduled vacation time.

City's Position

The City opposes this addition. It argues that it must comply with FMLA by law and there is no need to incorporate the requirement into the Agreement. It further states that it is a management right to designate the status and type of leave an employee may take. Such leave designation has implications for overtime opportunities that must be considered by the City.

Recommendation

The Union's proposal is recommended, but with modification. The following article should be added to the Agreement.

ARTICLE 47 - FAMILY MEDICAL LEAVE

Section 1. The City and the Union agree to adopt the Family Medical Leave Act as enacted and amended.

Section 2. Employees shall be allowed, at their discretion, to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid Family Medical Leave

Section 3. Overtime opportunities that arise as a result of extended leave (beyond three days) under the Family Medical Leave Act will be exempt from the overtime requirements of Article 22, Section 2.

13. **PROPOSED ARTICLE 48 - CORRECTION OF PAYROLL ERRORS**

Union's Position

The Union proposes adding a new article establishing a procedure to handle corrections that must be made to an employee's payroll. Both parties have experienced problems in resolving errors in a systematic and consistent manner. The Union proposes that payroll errors be corrected within two payroll clerk working days. Employees who have been overpaid shall not be required to reimburse the City until the next payroll period. If the overpayment is substantial, the employee will make arrangements to repay the City within a reasonable period of time.

City's Position

The City opposes this addition. It argues that it will establish a City-wide policy to handle payroll errors and no procedure need be codified into the Agreement.

Recommendation

The Union's proposal is recommended. To clear up problems for both employees and the City a specific procedure is necessary. The current manner of handling payroll errors is not consistent. The following article is recommended.

ARTICLE 48 - CORRECTION OF PAYROLL ERRORS

Provided that reasonable notice to process payroll is given the following rules will govern payroll corrections:

Normally, the City will use best efforts to correct substantial payroll underpayments within two (2) payroll clerk working days. Other payroll underpayments shall be corrected in the next pay. A substantial payroll error involves at least a day's worth of employee's pay.

Normally, an employee will negotiate a substantial payroll overpayment with the City within two (2) payroll clerk working days of notice of the error. Typically, the employee shall not be required to reimburse the City for payroll overpayments until the next payroll period. If the overpayment is a substantial payroll overpayment, defined as over a day's worth of an employee's wages, repayment will be made within a reasonable period of time, as agreed upon between both parties.

SUMMARY OF RECOMMENDATIONS

1. Article 18 - Layoff and Recall - Language to remain unchanged.
2. Article 22 - Overtime - Language to remain unchanged.
3. Article 24 - Vacation - Language to remain unchanged.
4. Article 29 - Court Time - Beginning 1/1/04, minimum court time to increase to 3 hours, to be paid at the appropriate rate.
5. Article 30 - Call in Pay - Language to remain unchanged.
6. Article 31 - Training - Language to remain unchanged.
7. Article 32 - Wages - A 3% increase each year for the three years of the Agreement. Sergeants' wages to be 10% greater than top wage for Patrol Officer. Field Training Officers to receive \$.25 per hour for all hours worked as FTO, in addition to regular hourly rate.
8. Article 33 - Longevity - Language to remain unchanged.
9. Article 34 - Officer-in-Charge - OIC who works 4 hours or more to receive \$.50 per hour, in addition to the regular hourly rate.

10. Article 36 - Insurance - Caps on City's contribution to health insurance to remain the same for year one and to increase by \$25 in years two and three of the Agreement.
11. Article 46 - Educational Pay - Employee to receive \$100 for each 8 hours of certificated training (post Academy; no more than 5 years old); \$150 for an Associate Degree; and \$250 for a Bachelor of Art/Science Degree, with a maximum earning of \$375 in year one and \$500 in years two and three of the Agreement.
12. Article 47 - Family Medical Leave - City to develop a policy consistent with FMLA as enacted and adopted. Employees may reserve 40 hours of paid leave before moving to unpaid status under FMLA. Overtime opportunities arising as a result of extended leave (over three days) under FMLA are exempt from overtime requirements of Article 22, Section 2.
13. Article 48 - Correction of Payroll Errors - City to use best efforts to correct substantial payroll underpayments within two payroll clerk working days. Other underpayments corrected in next pay. Employee will negotiate substantial payroll overpayments within two payroll clerk working days of notice of error. Employee to reimburse City in next payroll or, for substantial overpayment, within a reasonable time as agreed by the parties.

Respectfully submitted,

Virginia Wallace-Curry
Fact-Finder

February 3, 2003

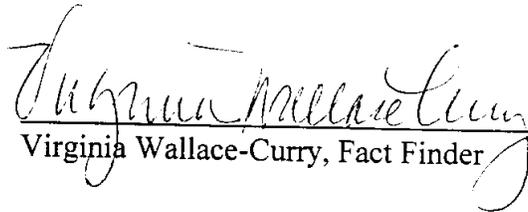
CERTIFICATE OF SERVICE

This is to certify that a true copy of the Fact-Finding Report for the City of Geneva and the Ohio Patrolmen's Benevolent Association was sent to the parties by overnight mail and to the State Employment Relations Board by regular U.S. mail on this day, February 3, 2003. The Fact-Finding Report was served upon:

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