



## **Introduction**

The Ohio Patrolmen's Benevolent Association ("Union" or "OPBA") and City of Brookville ("City" or "Employer") met for a factfinding hearing on January 17, 2008 in the City of Brookville, Ohio. The parties' prior collective bargaining agreement expired on December 31, 2007. In the parties' Conciliation Agreement, the parties agreed to extend factfinding timelines. The parties engaged in negotiations which included the use of a SERB mediator. During negotiations, the parties reached a tentative agreement on many outstanding issues. However, the parties were unable to reach agreement on the several issues which were presented during the Factfinding hearing. The outstanding issues were as follows: Article 9, Premium Pay, paragraph 1, Article 14, Sick Leave, Article 16, Health Insurance, Article 20, Miscellaneous Provisions, Article 21, Wages, Article 22, Supplemental Compensation. During the factfinding hearing, both parties presented evidence and information in support of their respective positions. Based upon the information presented by the parties during the factfinding hearing, the following language is recommended:

### **ARTICLE 9** **PREMIUM PAY**

#### **OVERTIME**

1. The Fair Labor Standards Act requires Employers to designate a "work period" for purposes of calculating overtime. The work period usually corresponds with a workweek, but need not do so. The work period for purposes of payroll and for the calculation of overtime will be seven (7) consecutive days, beginning Thursday, 12:01 a.m. through Wednesday, 12:00 midnight. The Police Department may use a different work period, based on operational need.

Each non-exempt employee, as specified by the Fair Labor Standards Act, shall be entitled to overtime compensation at one and one-half (1½) times his or her regular rate of pay for time in active pay status once the employee's time in active pay status exceeds the employee's

regularly scheduled shift, or forty (40) hours in any one (1) work period. Active pay status shall include hours worked, Vacation, Personal and Bereavement leave, if such paid leave time has been pre-scheduled and pre-approved by the Chief or his authorized representative. Sick leave does not count as hours worked.

#### **ARTICLE 14** **SICK LEAVE**

All employees shall accrue sick leave at the rate of 4.6 hours for each completed 80 hours of service. Such leave is a privilege extended to employees, in case of illness, so they will not lose their regular pay. Overtime hours shall qualify for accrual of sick leave hours. Sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative without limit in succeeding years. Employees hired after February 1, 2008 may not accumulate more than 1,600 hours of sick leave. The timing of the payment of unused sick leave upon retirement shall be paid in accordance with the Employee Personnel Manual.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously regular scheduled work period. Employees shall be compensated at their regular hourly rate for all authorized sick leave.

In order to qualify for payment of accrued sick leave, the employee must report the illness at least one (1) hour before the start of the shift to the department head and on each succeeding day of absence unless other arrangements are made with the city.

Sick leave may be used for the following reason:

1. In case of his/her illness, injury, childbirth, or exposure to a contagious disease.
2. For medical, dental, or optical examination or treatment. (Such leave shall be limited to the actual hours necessary for such medical, dental or optical examination or treatment, including reasonable travel time and not to exceed four (4) hours unless excused by written permission of physician or dentist indicating that treatment rendered required employee to take off for a longer period).
3. Enforced quarantine of the employee in accordance with community health standards.
4. Sick leave usage for the purpose of illness/injury of a member of the employee's immediate family (wherein the employee's presence is required) shall be limited to a total of forty (40) hours per calendar year. Such usage may be taken in increments of as few as one (1) hour per incident. In the event an employee should require additional time in excess of the allowance established or for reasons other than those noted above, such additional time may be charged against Vacation or Personal leave with the approval of the employee's supervisor.

Immediate family as used above shall mean spouse, child or other relative if that relative actually resides in the home of the employee.

Exempt from sick leave "use" shall be any leave that qualifies for Family Medical Leave for the serious health condition of a spouse, parent or child consistent with the Family Medical Leave Act. Employees shall be permitted to utilize sick leave for any sick leave occurrence that is Family Medical Leave qualifying.

Elective surgery will be scheduled at the convenience of the City.

Employees who use *NO* sick leave from January 1 to December 31 will receive a \$50 Perfect Attendance Bonus no later than the second pay in January of the following year.

In case of an absence of more than two (2) days, the Chief may require that a physician's statement be submitted to justify the use of sick leave. If the Chief requires a physician's statement for use of sick leave for less than three (3) working days, the City will incur the cost of the examination provided that the physician authorizes the absence from work due to illness or injury.

Exchange of Sick Leave:

1. Exchange of Sick Leave to Vacation

All full-time City personnel may, if they so desire, convert sick leave time into vacation time as follows:

1. 0-264 accumulated hours: no vacation conversion.
2. 265-720 accumulated hours: 32 sick leave hour's converts to eight (8) vacation hours.
3. Over 720 accumulated hours: 24 sick leave hour's converts to eight (8) vacation hours.
4. After any conversion, the employee must maintain a minimum of 240 hours of sick leave.
5. A maximum of 40 hours for vacation can be converted from sick leave hours in any one (1) calendar year, and these days off shall be scheduled at the discretion of the department heads.

2. Exchange of Sick Leave to Pay

If an employee has a Sick Leave balance of 600 hours or more as of December 31 of any calendar year, Sick Leave accrued during the following year may be exchanged for additional pay at a ratio of 3 to 1. A maximum of 120 hours of Sick Leave may be exchanged for 40 hours of additional pay each calendar year according to the following guidelines:

The request must be made on a Personnel Action Form no later than December 1;

The requested additional pay will be paid with the last payroll check in January of the following year.

Employees may only be granted one exchange plan (to vacation or pay) during any calendar year and may not receive the benefit of both exchange plans in the same calendar year.

Any full-time City personnel with 20 years of continuous service regardless of age who retires with an age and service retirement through the applicable public retirement system, may, at his option, convert their unused sick leave time to a single lump sum cash payment for 25% of the unused sick leave time based on the retiring employee's rate of pay at the time of retirement. Should an employee be retiring at the age of at least 48 years, the employee may exercise this option with only ten (10) years of continuous service with the City. Only one quarter (¼) of the accumulated but unused sick leave, shall be so converted; it being expressly understood that those hours have been accumulated while being employed by the City. All time of public service referred to in this section shall be limited to continuous years of service with the City only.

When an employee has been medically diagnosed pregnant, she shall notify her supervisor, in writing and in a timely fashion, of her condition and the estimated date of birth. An employee may use sick leave and vacation time and be fully covered by insurance during leave for maternity. When other leaves, including FMLA leave, are exhausted, the employee may apply for Leave of Absence without pay, which may extend up to a six (6) week period of disability after birth. After that, if an employee does not return to work, but is not medically disabled, benefits (insurance, sick and vacation leave, etc.) do not accrue.

**ARTICLE 16**  
**INSURANCE**

The City shall have a plan of Health and Dental care available to employees covered hereunder and such plan of benefits shall be uniform for all employees of the City. The City shall contribute 90% of the applicable monthly cost for family or single coverage for any enrolling employee who contributes, via payroll deduction, 10% of such monthly applicable cost for Health insurance. The City agrees to pay the entire premium cost for Dental insurance.

All employees covered hereunder shall be provided with \$35,000 face amount of Life and Accidental Death and Dismemberment (AD&D) Insurance beginning April 1, 2008. Such face amount of insurance shall be reduced 50% upon the employee's attainment of age 70. The City agrees to pay the entire premium cost for such insurance.

Medical benefits herein described shall be subject to coordination of benefits in accordance with the provisions of the Master Plan/Agreement.

The provider, if any, for the coverage(s) provided in this Article, shall be at the choice of the City provided that coverage changes shall not be altered except through negotiations with the Union. *If a change occurs in the Provider, the Union shall be notified of any change in the delivery of coverage hereunder at least thirty (30 days) prior to the effective date of any such change.*

Medical coverage continuation shall be in accordance with the COBRA Act.

## **ARTICLE 20** **MISCELLANEOUS PROVISIONS**

### **POLICE AUXILIARY**

All regularly scheduled duty shifts will be covered by full-time employees with the following exceptions:

1. If, after complying with Article IX (Premium Pay), no full-time employee wishes the assignment, it may be offered to a part time officer and/or an auxiliary officer.
2. When full-time employees are off for more than two (2) days, part time officers and/or auxiliary officers may be assigned to the shift.

## **ARTICLE 21** **WAGES**

The following pay schedule is to be adopted on the effective date of this Agreement for all full-time commissioned officers with the Brookville Police Department.

<b>WAGE SCALE JANUARY 1, 2008</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
HR	18.89	19.84	20.85	21.87	22.96
YR	39,291.20	41,267.20	43,368.00	45,489.60	47,756.80
This represents a three percent (3%) increase.					
<b>WAGE SCALE JANUARY 1, 2009</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
HR	19.55	20.53	21.58	22.63	23.76
YR	40,664.00	42,702.40	44,886.40	47,080.80	49,420.80
This represents a three and one-half percent (3½%) increase.					
<b>WAGE SCALE JANUARY 1, 2010</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
HR	20.23	21.25	22.33	23.42	24.59
YR	42,078.40	44,200.00	46,446.40	48,713.60	51,147.20
This represents a three and one-half percent (3½%) increase.					

The schedule above consists of five (5) steps. Normal progression from Step A to Step B shall be upon the one (1) year probationary period. However, based on satisfactory performance after six (6) months full-time employment, one-half (½) of the Step A to Step B increase may be granted. Progression through the remaining steps shall be on an annual basis. Progression through the steps will be based on satisfactory performance as determined by the Chief through periodic performance review. Any recommendation for denial of a step increase must be approved by the City Manager.

**ARTICLE 22**  
**SUPPLEMENTAL COMPENSATION**

When a Designated Officer-In-Charge covers for a supervisor who is not on duty, the Designated Officer-In-Charge will receive an additional \$1.40 per hour while working as the Officer-In-Charge. The Designated Officer-In-Charge pay will also be paid to the individual who is so designated on Saturdays and/or Sundays (for the daily work hours the Chief is normally scheduled to work on week days), not to exceed eight (8) hours. Any individual who is required to train a new employee shall receive an additional \$1.40 per hour for those hours during which such individual is actually training the new employee.

**SHIFT DIFFERENTIAL:**

1. 8:00 A.M. to 4:00 P.M. - No additional pay.
2. Full-time commissioned officers whose scheduled shift assignment falls between the hours of 4:00 P.M. and 8:00 A.M. shall receive a shift differential in the amount of \$0.40/hour for all hours so worked. This will be in addition to the applicable hourly rate of pay. This shift differential shall be paid hourly for all hours worked.

Further, it is recommended that the parties' Agreement also be amended to reflect any other tentative agreements entered into by the parties during the course of negotiations.

This concludes the Factfinder's Report and Recommendations.

Respectfully submitted

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Sarah Rudolph Cole, Fact Finder

Columbus, Ohio  
February 4, 2008

### **Certificate of Service**

This is to certify that a copy of the foregoing was mailed this 4th day of February, 2008, by e-mail and Regular U.S. Mail to Benjamin Albrecht, Downes, Hurst & Fishel, 400 S. Fifth Street, Suite 200, Columbus, OH 43215 and Joe Hegedus, Ohio Patrolmen's Benevolent Association, 92 Northwoods Blvd, Suite B2, Columbus, OH 43235. A copy was also sent by regular U.S. Mail to Administrator, Bureau of Mediation, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215-4213.

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Sarah Rudolph Cole