

STATE EMPLOYMENT
RELATIONS BOARD

2011 JAN 27 P 3:42

THE STATE EMPLOYMENT RELATIONS BOARD
January 20, 2011

OHIO PARTOLMEN'S)	
BENEVOLENT ASSOCIATION,)	SERB Case Nos.: 10-MED-09-1061
)	10-MED-09-1062
Union,)	
)	
and)	
)	FACT FINDER: JOSEPH W. GARDNER
GENOA TOWNSHIP, OHIO,)	
)	
Employer.)	FACT FINDING REPORT
)	
)	

APPEARANCES

For the UNION:

JOSEPH HEGEDUS, Representative
RUSS CIBALLI, Sergeant/Lieutenant
 Representative
DARREN HUTCHINSON, Police Officer
 Representative

For the EMPLOYER:

EDWARD KIM, Representative
PAUL WISE, Township Administrator
ROBERT TAYLOR, Police Chief
BARBARA LEWIS, Trustee

INTRODUCTION

On November 30, 2010, the State Employment Relations Board appointed the undersigned as fact finder in this matter. The parties executed a "(g)(11) waiver". The parties convened on January 7, 2011 for a fact finding conference. Before the fact finding conference was opened, the parties engaged in extensive mediation and negotiation.

Before mediation, the parties had seven (7) issues as set forth below:

- Issue Number 1 - Article 14 – Wages
- Issue Number 2 - Article 18 – Vacation Leave
- Issue Number 3 - Article 20 – Personal Leave
- Issue Number 4 - Article 21 – Insurance
- Issue Number 5 - Article 22 – Sick Leave
- Issue Number 6 - Article 26 – Promotional Process
- Issue Number 7 - Article 27 – Duration

After mediation, the parties settled on five (5) issues. Those settled issues are the following:

- Issue Number 2 - Article 18 – Vacation Leave
- Issue Number 3 - Article 20 – Personal Leave
- Issue Number 5 - Article 22 – Sick Leave
- Issue Number 6 - Article 26 – Promotional Process
- Issue Number 7 - Article 27 – Duration

The parties disagreed on the issues of Wages and Insurance, Issues Number 1 and 4, respectively.

The parties proceeded to a fact finding hearing on these issues. Both parties presented extensive documents, testimony and arguments. In addition to the above evidence and arguments, this fact finder considered all of the factors in the administrative code as set forth below:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties;

- (6) 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 mutually agreed upon dispute procedures in the public service or in private employment.

FACT FINDING

Issue Number 2 – Article 18 – Vacation Leave

Discussion

The recommendation of the parties is reasonable. The proposed procedure for carry over conforms directly to above factors (3), (4) and (5).

Recommendation

I recommend that the language set forth in Joint Exhibit A, a copy of which is attached hereto, become part of the Collective Bargaining Agreement.

Issue Number 3 – Article 20 – Personal Leave

Discussion

The parties recommend that we keep the current language of the CBA. The current language allows the Employer the discretion to make sure that the time is scheduled well in advance to avoid shortages and overtime. The recommendation of the parties is reasonable and the recommendation conforms to the above factors.

Recommendation

I recommend that the language currently existing under Article 20 become part of the Collective Bargaining Agreement.

Issue Number 5 – Article 22 – Sick Leave**Discussion**

The parties have recommended the language set forth in Joint Exhibit B1 through Joint Exhibit B5, copies of which are attached hereto. Except for Section 22.1, the language prepared is identical to the language in the current CBA. Both parties propose an increase in the rate of hours accrued for every eighty (80) hours. Both parties further recommend that there would be no maximum in the number of hours accrued in a year for sick leave. Again, the recommendation of the parties is reasonable and conforms to the above factors.

Recommendation

I recommend that the language set forth in Joint Exhibits B1 through B5, copies of which are attached hereto, becomes part of the Collective Bargaining Agreement.

Issue Number 6 – Article 26 – Promotional Process**Discussion**

The parties recommended the language set forth in Joint Exhibit D1 and Joint Exhibit D2, copies of which are attached hereto. The language promotes communication and enhances a working relationship between the Employer and the Bargaining Unit members. The proposal is fair and reasonable.

Recommendation

I recommend that the language set forth in Joint Exhibits D1 through D2, copies of which are attached hereto, become part of the Collective Bargaining Agreement.

Issue Number 7 – Article 27 – Duration of Agreement**Discussion**

The parties recommend a two (2) year contract. Historically and usually, the term of a contract is three (3) years. However, these are not usual times. The duration and conditions set forth in this proposed Article gives flexibility to the Employer and gives fairness to the Union. The parties' recommendation that the language set forth in Joint Exhibit C, a copy of which is attached hereto, is reasonable.

Recommendation

I recommend that the language set forth in Joint Exhibit C, a copy of which is attached hereto, becomes part of the Collective Bargaining Agreement.

**Issue Number 1 – Article 14 – Wages
Section 14.11****Discussion**

The parties recommended that Section 14.11 of Article 14 become part of the Collective Bargaining Agreement. The language is set forth in Joint Exhibit E, a copy of which is attached hereto. Said language allows the Employer to exercise its discretion before approving the educational supplement. The phrase "job related" gives discretion to the Employer to make sure that the educational courses and degrees will serve the taxpayers.

Recommendation

I recommend that Article 14, Section 14.11, contained in the language set forth in Joint Exhibit E, a copy of which is attached hereto, become part of the Collective Bargaining Agreement.

Issue Number 1 (continued) - Article 14 – Wages
All sections other than 14.11

Discussion

The union argues for a three percent (3%) increase for each year of the CBA and a ten percent (10%) rank differential between the ranks. The Union compared pay for the officers of neighboring police forces. Genoa Township officers earn approximately eighty eight and a half percent (88.5%) of the average pay of neighboring police units. *See*, Union Exhibit 1. The average percentage yearly increase in pay for Genoa officers has been four point three percent (4.3%) per year since 2005. *See*, Union Exhibit 2.

When comparing the rank differential of Genoa Township to all other Ohio townships, Genoa Township's rank differential is less than the average rank differential, statewide. *See*, Union Exhibit 3.

SERB data shows the average increases for all Ohio township police departments in 2011. The average wage increase for twenty-two (22) departments is two point seven percent (2.7%). Fourteen (14) of the twenty-two (22) departments reported raises of three percent (3%) or greater. Twenty-one (21) of twenty-two (22) departments received raises of two percent (2%) or greater. *See*, Union Exhibit 4.

The Union points out that the police may be funded, not only by police levies, but by the general fund. *See*, Ohio Revised Code 505.43; Union Exhibit 5. The township has just passed a police levy estimated to bring in over \$3.6 million. *See*, Union Exhibit 6. The vote on the police levy was passed by a large margin. *See*, Union Exhibit 7.

According to the financial reports set forth in Union Exhibits 8-12, the Union argues that the Employer has the ability to pay for the requested increases in wages.

The Employer urges an increase of one percent (1%) in 2011 and an increase of one and one half percent (1.5%) for the year 2010. The Employer argues that the rank differential remain at eight percent (8%).

Genoa Township, population 11,293 (Ex. 5), is the only township in Delaware County that has a police department. Officers in Genoa Township are paid above the average when compared to other similar jurisdictions. *See*, Employer Exhibit 6. For five (5) years, the wage increase for the last five (5) years has been as follows:

2006 – 4%
2007 – 4%
2008 – 4%
2009 – 5%
2010 – 5%

See, Employer Exhibit 7 and Union Exhibit 2. From 2006-2010, the average increase has been four point three percent (4.3%), but the total increase has been twenty-two percent (22%) since 2006. For the years 2006-2009, the wage increases in these units have exceeded the average percent increases, statewide. *See*, Employer Exhibit 7. (Please note that this SERB annual wage settlement report only provides percentage increases. The report does not provide the actual amounts paid or the other financial benefits, including, but not limited to, the pension benefits.)

The Employer presented five (5) scenarios of revenue and expenses for the year 2009 through 2015. *See*, Employer Exhibit 8. The purpose of these scenarios was to predict and demonstrate possible or probable deficits for the years of 2011 and beyond, depending on different scenarios of wage rates.

The Employer introduced a newspaper article quoting the Franklin County Auditor regarding a lowering of the tax values of many homes this summer. Real estate taxes are calculated with a percentage or “millage” of the real estate values. If the tax values of homes

decrease, the amount of taxes will decrease, and the township will receive less money in tax revenue.

"We are anticipating reductions somewhere between 5 and 10 percent," said Delaware County Auditor George Kaitsa.

Also, in Employer Exhibit 8, the Franklin County Auditor predicts that the tax value of homes will exceed the sale price of homes in 2011. The actual selling price of real estate is the best evidence and a very strong indicator (if not the determining factor) of the tax value of homes/real estate. Again, if tax values decrease, the amount of taxes and tax revenues will decrease.

In Employer Exhibit 9, the Employer showed collective bargaining agreements with small or zero (0) wage increases for the bargaining units. Employer Exhibit 9 shows articles of attempted, but failed, tax levies. According to these newspaper articles, the voters are looking very carefully at any government activity which would raise taxes.

In Union Exhibit 16, the Union representative clearly demonstrates that the figures, used by the Employer in Employer Exhibit 8 and in its predictions, are not accurate. The Union representative demonstrates that a change in any factor predicting the future, will change the prediction. This fact finder believes that the Employer has acted in good faith, however, slight changing in the figures result in significantly different predictions. It is difficult to accurately predict the amount of revenue and expenses that an Employer will experience in the future.

The Union also points out that the Employer failed to collect revenue when a significant amount of revenue could have been collected for position for an officer working at the school. The Employer must be diligent in making sure that they collect these funds they are entitled to.

I believe that a main concern of the Employer is clearly to continue to maintain excellent police protection without experiencing a shortfall. If there is a shortfall, the Employer, through

the elected officials, must then ask the voters and taxpayers for more taxes. If no new revenue is generated, layoffs may be the only solution. These concerns are legitimate concerns and must be considered as “[t]he lawful authority of the public employer”. See, factor 4 above. It is as difficult for an Employer to lay off personnel as it is difficult for an Employer to ask the public for a raise in taxes.

Considering the parties’ history and considering this Employer’s ability to pay, the offer of the Employer and the demand of the Union are both reasonable. However, the present economic times are not the same now as they were in 2006.

The Union has introduced exhibits showing an upswing in the economy. However, just like the predictions of the Employer, what may or may not happen in the future is only a prediction.

The Employer has the *current* ability to pay. A modest increase would be fair in light of the comparables and in light of the predicted and possible decrease in real estate values.

Recommendation

I recommend a two percent (2%) wage increase in 2011 and a two percent (2%) wage increase in 2012. I recommend no change in the rank differential from the current CBA.

Issue Number 4 – Article 21 - Insurance

An argument is made by the Employer that the Employees be required to contribute to their Health Savings Account (HSA).

The Employer currently contributes the full amount of the deductible into each employee’s HSA. The Employer proposes that employees contribute the following amounts and that payments be made monthly on a prorated basis:

In 2011, \$200.00 for single coverage and \$400.00 for family coverage;
In 2012, \$300.00 for single coverage and \$600.00 for family coverage;
and
In 2013, \$400.00 for single coverage and \$800.00 for family coverage.

...

It is important to note that the Township incurred a 27% renewal increase in 2010 and that the Township has been told to expect renewal increases for future years ranging from 25% to 37%. It was based upon these projections that the Township inquired as to what, if anything could be done, to lessen these projected increases. The Township was told that these projections were based upon the fact that employees in Genoa Township do not contribute to the HSA and therefore employees were less likely to be consumer minded about their health spending. It was after these discussions that the Township decided to propose employee contributions to their own HSA [sic] in hopes of lessening future renewal rates. This is a policy that the Township expects to implement Township wide. See, Employer Exhibit 12.

The Union proposes the language that is in the current CBA remain the same.

Discussion

Other than arguments of representatives, no evidence was introduced as to expected increases in health insurance costs. However, this fact finder would be surprised if the insurance rates do not increase as predicted by the Employer. In 2010, there was a twenty-seven percent (27%) renewal increase.

The Employer believes that the monthly payment by the bargaining unit members into an HSA will control the behavior of the bargaining unit members when deciding to use the health insurance.

There is no evidence, however, that putting money in an HSA will stop or even slow down the ever increasing health insurance premiums/costs.

The bargaining unit members are well aware that misuse or overuse of these benefits will not only drive up costs, but will financially hurt their brother and sister unit members.

The Employer is wise to suggest these types of investment tools. The bargaining unit members are wise if they use these types of investment tools. These tools help pay for health

care costs when healthcare services are needed and not completely covered by insurance. No evidence has been introduced that these tools drive down costs of healthcare.

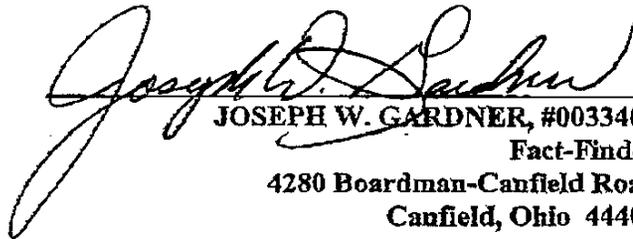
The bargaining unit members are intelligent men and women. It would be surprising to discover that these men and women are not doing everything possible to keep their insurance rates down. In all probability, the bargaining unit members are policing their own. All have a financial stake in the use or misuse of healthcare benefits.

Both the bargaining unit members and the members and representatives of the Employer should have an active "Health Costs Committee". That committee should be always "shopping" for better rates from Health Insurance providers. The committee should be educating its members about the problems of rising health care costs. The committee should be reporting to the Employer and to the bargaining unit members anything that may be driving up the costs of health care.

The committee should get to know the health care professionals who provide services to this bargaining unit. Although the treatments and costs to a particular patient is confidential, the types of treatments or medicines typically needed and the approximate costs of those items, should be known and that knowledge should be disseminated to the Employer and all of the bargaining unit members. For instance, it would be improper to discuss the costs of a colonoscopy of a particular patient. It would be prudent, however, if all employees knew the approximate costs of this procedure and when someone should have one. Early detection of cancer not only saves lives, but it saves huge amounts of money for treatment. Evidence was introduced regarding the costs of physical exams and action was taken to reduce the costs of these exams. This activity should be done for everything that affects the cost of healthcare. The committee should meet regularly and should implement cost saving activities.

Recommendation

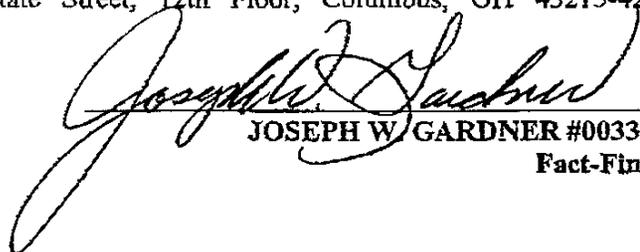
I recommend that the language, in article 21 of the CBA, remains the same. If a labor/management committee is not already in place regarding Health Care costs, one should be formed and should be performing the duties as set forth above.



JOSEPH W. GARDNER, #0033400
 Fact-Finder
 4280 Boardman-Canfield Road
 Canfield, Ohio 44406
Jwg1118@sbcglobal.net
 P: (330) 533-1118
 F: (330) 533-1025
www.JWGardnerLaw.com

CERTIFICATION

I hereby certify that on January 20, 2011 a copy of the foregoing Fact Finder's Report was sent via email and/or regular U.S. mail to the following: Representative for the Union, **JOSEPH M. HEGEDUS**, 92 Northwoods Blvd., Ste B-2, Columbus, OH 43235; jmhege@sbcglobal.net; Representative for the Employer, **EDWARD S. KIM**, DOWNES FISHEL HASS KIM, 400 S. Fifth Street - Ste 200, Columbus, OH 43215 ekim@downesfishel.com; and to **MARY E. LAURENT**, Administrative Assistant, SERB Bureau of Mediation, 65 East State Street, 12th Floor, Columbus, OH 43215-4213, Mary.Laurent@serb.state.oh.us.



JOSEPH W. GARDNER #0033400
 Fact-Finder

THE STATE EMPLOYMENT RELATIONS BOARD

January 20, 2011

OHIO PARTOLMEN'S)	
BENEVOLENT ASSOCIATION,)	SERB Case Nos.: 10-MED-09-1061
)	10-MED-09-1062
Union,)	
)	
and)	
)	FACT FINDER: JOSEPH W. GARDNER
GENOA TOWNSHIP, OHIO,)	
)	
Employer.)	EXHIBIT LIST
)	
)	

JOINT EXHIBIT A: Article 18, Vacation Leave p. 3

- JOINT EXHIBIT B:**
1. Article 22, Sick Leave p. 9
 2. Article 22, Sick Leave p. 10
 3. Article 22, Sick Leave p. 11
 4. Article 22, Sick Leave p. 12
 5. Article 22, Sick Leave p. 13

JOINT EXHIBIT C: Article 27, Duration of Agreement p. 5

- JOINT EXHIBIT D:**
1. Article 26, Promotional Process p. 4
 2. Article 26, Promotional Process p. 5

JOINT EXHIBIT E: Article 14, Wages, Section 14.11, Education Supplement p. 2

ARTICLE 18
VACATION LEAVE

Sections 18.1-18.2. - Current Agreement.

Section 18.3. Accrual Schedule for Vacations. The following vacation accrual schedule is established and members shall accrue vacation by completed pay period in accordance with the following schedule:

Length of Continuous Service	Rate for Earning Vacation Hours per Biweekly Pay Period	Maximum Vacation Hours Potentially Earned for Full Year at this Rate
Less than 6 years	3.08 hours	80 hours
Beginning 6 th year	4.62 hours	120 hours
Beginning 11 th year	6.15 hours	160 hours
Beginning 16 th year	6.92 hours	180 hours
Beginning 21 st year	7.69 hours	200 hours
Beginning 26 th year	9.23 hours	240 hours

~~Members reaching their 6th, 11th, 21st or 26th years will receive an additional 40 hours on their anniversary date and will begin accruing at the higher rate at that time. Members reaching their 16th year will receive an additional 20 hours on their anniversary date and will begin accruing at the higher rate at that time.~~

Section 18.4. Vacation Carry-Over. A member may, upon written notice to the Board of Trustees; carry-over three year's accrued vacation into the following year, without limit.

Sections 18.5.-18.7. - No change.

ARTICLE 20
PERSONAL LEAVE

~~**Section 20.1. Personal Time.** A member shall be entitled to the equivalent of three (3) duty days of personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1st. Notwithstanding the foregoing, a newly hired member shall only be entitled to the following amount of personal time for the calendar year of hire: three (3) duty days for those members hired between January 1 and April 30, two (2) duty days for those hired between May 1 and August 31 and one (1) duty day for those hired between September 1 and December 31. The term "duty day" refers to a member's regularly assigned daily shift assignment.~~

Section 20.2. - No change.

ESK
Just
1-7-11



Genoa Twp Proposal
January 7, 2011

4.6
ESK *[Signature]*

ARTICLE 22
SICK LEAVE

Section 22.1 Sick Leave Accrual A member shall accrue sick leave with pay at the rate of 3.85 hours for every eighty hours worked, ~~to a maximum of 100 hours per year.~~ ESK

Section 22.2 Accumulation of Sick Leave Sick leave may accrue and be accumulated and carried over from year to year, provided, however, that sick leave may only be accumulated up to a maximum amount of 1500 hours. At the end of each calendar year, any member having sick leave in excess of the maximum allowable amount (i.e. 1500 hours) will be paid at the rate of twenty-five percent (25%) for these excess hours.

Section 22.3 Use of Sick Leave When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Chief of Police for the following reasons:

- A. Sickness of the member where such sickness renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant member, where such condition renders the member incapable of performing the member's regular duties or restricted duties, if available, during the member's pregnancy.
- B. Injury to the member where such injury renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the member's employment with the Township.
- C. If approved by the Chief of Police, medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Chief of Police may require the member to furnish a certificate from the doctor confirming the member's attendance at the consultation or treatment.
- D. Sickness of a member's immediate family living in the member's household which requires the presence of the member at home. Unless otherwise approved by the Chief of Police, a member shall be granted no more than five (5) workdays in any calendar year for sickness in the immediate family requiring the presence at home of the member. The Chief of Police may require that the member furnish a medical certificate from a licensed practitioner to verify this use of sick time. The immediate family shall only include a member's spouse, dependent children and parents.



Genoa Twp Proposal
January 7, 2011

- E. Quarantine of a member because of exposure to a contagious disease or chemical spill. The Chief of Police may require a certificate of a licensed practitioner before paying any member under this paragraph.
- F. In the event a member uses all injury leave time, and is still unable to return to active duty, the member may, with the approval of and subject to such conditions as determined by the Chief of Police, use any sick leave, compensatory time and vacation time to which the member is otherwise entitled.
- G. The Chief of Police may, from time to time, require a member to be examined and approved fit for duty by a licensed practitioner in those instances where it is believed that the member may not be able to fulfill all of the duties of the member's job without restriction. In such case, the Chief of Police may place such member on sick leave, another form of accrued paid leave or unpaid leave until a satisfactory medical certificate is received.
- H. When sick leave is used, the member shall notify the member's immediate supervisor and/or such other person(s) as the Chief of Police may, from time to time, designate, of the member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than one (1) hour prior to the start of the member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Chief of Police.
- I. If a member's illness or injury results in a member exhausting such member's sick leave balance, the member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, members unable to return to full duty may also be subject to removal by the Board.
- J. A member is prohibited from engaging in any secondary work for compensation (including special duty) on the "duty day(s)" for which sick leave is taken. The term "duty day(s)" shall mean that period of time commencing at the beginning of such absent member's shift assignment and continuing for a period of twenty-four (24) hours.

Section 22.4 Verification of Sick Leave The Chief of Police or the Board of Trustees may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested, including a medical certificate from a licensed practitioner verifying proper use of sick leave pursuant to the provisions hereof. However, a member shall be required to furnish a medical certificate upon such member's return to work following an absence in excess of three (3) consecutive days. Additional certificates may be required by the Chief of Police in cases of prolonged illness or injury. Members shall be required in all cases to furnish a written, signed statement to justify the proper use of sick leave. Furthermore, the Chief of Police or designee may, at any time, call upon a member at such member's home or other



Genoa Twp Proposal
January 7, 2011

place of confinement or convalescence while the member is absent from work based upon a sick leave use.

Notwithstanding the foregoing and regardless of any other provision to the contrary contained in this Agreement, in the event that a member is suspected of abusing sick leave, the member may be required to obtain a medical certificate from a licensed practitioner designated by the Township. In addition, or in the alternative, the member may be required to obtain a satisfactory certificate from the member's own doctor at the member's own expense. These medical certificates may be required for the present absence, and, unless and/or until otherwise directed by the Chief of Police, all future absences for which sick leave is used. Grounds for suspicion of abuse shall include, but are not limited to, information received by the Township that the member is, or was, during any time (and not merely during what would have been the member's duty hours) for which sick leave is claimed:

- A. Engaging in other employment (including, but not limited to, the working of special duty);
- B. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
- C. Present in a tavern or other place inconsistent with a claim of illness or injury;
- D. Absent from home or place of confinement or convalescence when called or visited by the Chief of Police or designee, except in cases where the member can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that the member's absence was for reasons directly related to the treatment of such member's illness or injury;
- E. Using sick leave on more than one (1) holiday during the term of this Agreement;
- F. Using sick leave before and/or after a member's use of vacation, compensatory, personal and/or holiday time; and/or
- G. Engaging in a pattern of sick leave use.

Actual abuse of sick leave or falsification of illness information given verbally, by written, signed statement, by a medical certificate or by any other means, shall be grounds for disciplinary action including dismissal.

Any member who is suspected of abusing sick leave shall be confronted with such suspicion by the Chief of Police and given an opportunity to explain the member's use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above.



Genoa Twp Proposal
January 7, 2011

Section 22.5 Payment for Unused Sick Leave Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death in the line of duty, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service with the Township or upon death occurring in the line of duty, a member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for the member's accrued but unused sick leave in accordance with the following schedule:

- A. For 336 hours or less of accrued but unused sick leave, the member will be paid for one-half (1/2) of such hours, up to a maximum payment of 168 hours. (In order to reach this maximum of 168 hours, a member must have 336 accrued but unused sick leave hours.)
- B. For 337 hours or more of accrued but unused sick leave, the member will be paid for one-fourth (1/4) of such hours, up to a maximum payment of 103.5 hours. (In order to reach this maximum of 103.5 hours, a member must have 750 accrued but unused sick leave hours.)
- C. Payment of the applicable portion of a member's accrued but unused sick leave shall be based upon the member's regular hourly rate of pay at the date of retirement or death occurring in the line of duty. The amount so paid shall constitute payment in full for all accrued but unused sick leave credited to the member.

Section 22.6 Quarterly Sick Leave Conversion For each quarter of a calendar year in which a qualifying member does not utilize sick leave, the member shall be given the option of converting eight (8) hours of sick leave, at the member's current straight time rate of pay, into paid compensation. Upon such conversion, eight (8) hours of sick leave shall be deducted from the member's balance of accrued but unused sick leave. A qualifying member is defined as a member who: (1) has at least three (3) years of continuous active service, and (2) maintains a minimum balance of at least 120 sick leave hours throughout the prior calendar quarter for which the conversion request is made.



Genoa Twp Proposal
January 7, 2011

Section 22.7 Annual Sick Leave Conversion In November of each calendar year, a qualifying member may, at the member's option, elect to convert for payment up to ten (10) hours of the member's accrued but unused sick leave. A member electing such conversion shall submit a written request in November to the Board of Trustees or its designee specifying the number of accrued but unused sick leave hours to be converted, not to exceed ten (10) such hours. Requests for conversion received other than in November will be disregarded. All payments for converted sick leave hours will be based upon the member's regular hourly rate as of November 1 of such calendar year. Payment for the converted hours will be made in December. A qualifying member is defined as a member who has an accumulated sick leave balance of at least 350 hours as of November 1 of the calendar year in which the request for payment is made.

FOR EMPLOYER:

FOR UNION:

Date Tentatively Agreed: _____



and Supervision scenarios. The Assessment Center process will be conducted through the Ohio Association of Chiefs of Police. In the event it is necessary for the Employer to select an alternate service, the Employer will request a labor relations meeting for the purpose of consulting with the Union prior to making a selection.

Paragraph F-I - No change.

Section 26.2 - No change.

ARTICLE 27
DURATION OF AGREEMENT

Section 27.1. Term. The term of this Agreement shall be effective January 1, 2011 and shall terminate at midnight, December 31, 2012.

ask
said
1-27-11

Section 27.2. Successor Negotiations. If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

Section 27.3. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~The OPBA reserves the right to amend the within positions at the hearing of this matter and to present any and all evidence in support of all of the issues, remaining to be considered by the Factfinder at that time.~~

Respectfully submitted,

Joseph M. Hegedus

Joseph M. Hegedus (0055621)
Ohio Patrolmen's Benevolent Association
92 North Woods Blvd., Suite B-2
Columbus, Ohio 43235
Phone: (614) 888-7901
Fax: (614) 888-7906

Attorney for the Union



ARTICLE 21
INSURANCE

OPBA proposes the existing language contained in the current Agreement and rejects the Township's proposals in this Article.

ARTICLE 22
SICK LEAVE

Section 22.1. Sick Leave Accrual. A member shall accrue sick leave with pay at the rate of 4.6 hours for every eighty hours worked. Sick leave may be approved in multiples of one (1) hour.

Sections 22.3.-22.6. - No change.

Section 22.7. Annual Sick Leave Conversion. In November of each calendar year, a qualifying member may, at the member's option, elect to convert for payment up to sixty (60) hours of the member's accrued but unused sick leave. A member electing such conversion shall submit a written request in November to the Board of Trustees or its designee specifying the number of accrued but unused sick leave hours to be converted, not to exceed sixty (60) such hours. Request for conversion received other than in November will be disregarded. All payments for converted sick leave hours will be based upon the member's regular hourly rate as of November 1 of such calendar year. Payment for the converted hours will be made in December. A qualifying member is defined as a member who has an accumulated sick leave balance of at least 350 hours as of November 1 of the calendar year in which the request for payment is made.

ARTICLE 26
PROMOTIONAL PROCESS

Section 26.1. Sergeant Promotional Process

Paragraphs A-B - No change.

C. Candidates must score at least eight percent (80%) on the written examination to be eligible to proceed to the assessment center. Candidates must score at least seventy percent (70%) on the assessment center to be placed on the promotional eligibility list.

Paragraph D. - No change.

E. The written examination will be created by the Chief of Police or his/her designee and will consist of the following test material: 50-question multiple choice exam containing questions in reference to Genoa Township Policies/Procedures, Ohio Revised Code (frequently used sections), Union contract, Township Personnel Policies.

ESK
Jan 4
1-2-11



and Supervision scenarios. The Assessment Center process will be conducted through the Ohio Association of Chiefs of Police. In the event it is necessary for the Employer to select an alternate service, the Employer will request a labor relations meeting for the purpose of consulting with the Union prior to making a selection.

Paragraph F-I. - No change.

Section 25.2. - No change.

~~ARTICLE 27~~
DURATION OF AGREEMENT

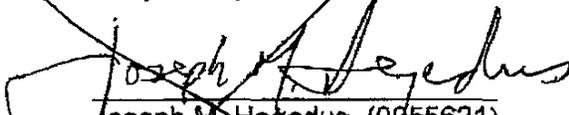
Section 27.1. Term. The term of this Agreement shall be effective January 1, 2011 and shall terminate at midnight, December 31, 2012.

Section 27.2. Successor Negotiations. If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

Section 27.3. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The OPBA reserves the right to amend the within positions at the hearing of this matter and to present any and all evidence in support of all of the issues, remaining to be considered by the Factfinder at that time.

Respectfully submitted,



Joseph M. Hegedus (0055621)
Ohio Patrolmen's Benevolent Association
92 North Woods Blvd., Suite B-2
Columbus, Ohio 43235
Phone: (614) 888-7901
Fax: (614) 888-7906

Attorney for the Union



- Article 22 - Sick Leave
- Article 26 - Promotional Process
- Article 27 - Duration

The following constitutes the OPBA's current position with respect to each outstanding Article:

ARTICLE 14
WAGES

Section 14.1.

Pay Ranges and Rates:

A. The following wages will be paid to bargaining unit members beginning with the pay period that includes the first pay date for 2011:

POLICE OFFICER	A	B	C	D	E
Hourly	\$20.46	\$21.49	\$22.99	\$25.40	\$29.23

SERGEANT	A	B
Hourly	\$20.69	\$32.15

LIEUTENANT	A	B
Hourly	\$33.75	\$35.37

B. Effective the pay period that includes the first pay date in 2012, all wage steps set forth above shall be increased by three percent (3.0%).

Sections 14.2-14.10. - Current Agreement

Section 14.11. Educational Supplement. A non-probationary member holding an Associates, Bachelors or Masters Degree from an approved and accredited educational institution, as determined by the Board of Trustees, may make a written request to receive, in addition to the member's regular pay, the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job-related Associates Degree	\$0.35 per hour
Job-related Bachelors Degree	\$0.60 per hour
Job-related Masters Degree	\$0.85 per hour

JK
Smith
1-27-11

If a member's request to receive an educational supplement is approved by the Board of Trustees, payment shall begin on the first period following such approval.

