



**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

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**In the Matter of
Conciliation Between:**)
)
)

CITY OF STRUTHERS)

Case No. 05-MED-05-0602

-and-)

**Jonathan I. Klein,
Conciliator**

**FRATERNAL ORDER OF POLICE, OHIO
LABOR COUNCIL, INC.**)
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)
)

FINAL OFFER SETTLEMENT AWARD

Appearances

For Union:
Michael Piotrowski
Charles L. Wilson

For Employer:
Michael Esposito
Michael L. Seyer

Date of Issuance: February 20, 2006

I. PROCEDURAL BACKGROUND

This matter came on for hearing on February 16, 2006, before Jonathan I. Klein, appointed as conciliator by the State Employment Relations Board (“SERB”), pursuant to Ohio Rev. Code Section 4117.14(D)(1). The hearing was conducted between the City of Struthers (hereinafter “Employer” or “City”), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter “Union”), at the Struthers Municipal Building located at 6 Elm Street, Struthers, Ohio.

Following a fact-finding hearing on November 9, 2005, the fact-finder issued his report on December 12, 2005, directed to seven, unresolved issues. Due to an inadvertent omission, the issue concerning shift differential was not addressed by the fact-finder in the body of his report and recommendations. As of the commencement of the conciliation hearing, the parties remained at impasse on the following issues:

1. New Article - Reduction in Force
2. Article 7, §1 - Wages
3. Article 27 - Duration
4. Article 7, §2 - Court Time
5. Article 6 - Hours of Work
6. Article 14 - Holiday Pay
7. Article 9, §1 - Uniform Allowance
8. New Article - Shift Differential

Prior to the presentation of evidence, the parties expressed a willingness to engage in mediation relative to the eight (8) outstanding contract issues. After discussions and with the assistance of the conciliator, the parties agreed that the following Final Offer Settlement Award

should issue, and the conciliator directs its incorporation into the new collective bargaining agreement.

The conciliator also orders incorporation into this Final Offer Settlement Award all tentative agreements entered into by the parties prior to the conciliation hearing, which are not inconsistent with the terms and conditions this Award.

II. CONCILIATION CRITERIA

In reaching the terms of this Final Offer Settlement Award, the conciliator considered the applicable criteria from those enumerated in Ohio Rev. Code Section 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-06(H)(1)-(6). This criteria consists of the following:

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

final offer settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

III. FINAL OFFER SETTLEMENT AWARD

Issue 1: New Article – Reduction in Force and Recall

- Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, 124.38, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Struthers Municipal Civil Service Commission governing work force reductions.
- Section 2.** **Notice.** Whenever the Employer determines that a lack of funds or lack of work exists, or a reorganization in the operations of the Employer is necessary, a reduction in force shall occur (*i.e.*, layoff or job abolishment). The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.
- Section 3.** **Procedure.** When the Employer determines that a reduction in force or layoff is to be made within the force, it shall occur by total seniority within the affected classification. The member with the least amount of total seniority shall be laid off first.

A bargaining unit member residing in a higher classification/status (*i.e.*, captain) may utilize his total seniority to displace a member with less total seniority residing in a lower classification/status. Total and classification seniority, for the purposes of reduction and recall, is calculated in accordance with Article 5 of this Agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for two (2) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. All part-time, reserve or seasonal police officers shall be laid off before instituting any layoff for bargaining unit members.

Issue 2: Article 7, Section 1 - Wages

Article 7, Section 1 shall be modified to reflect percentage increases in the base salary of the respective classifications of 2.5 % effective January 1, 2006, 2.5% effective September 1, 2006, and 2.5% effective September 1, 2007.

Issue 3: Article 27 - Duration

Article 27, entitled "Duration," shall be modified so that the new Agreement shall be effective September 1, 2005, through August 31, 2008.

Issue 4: Article 7, Section 2 - Court Time

The current contract language contained in Article 7, Section 2 - Court time shall be maintained in the new collective bargaining agreement.

Issue 5: Article 6 - Hours of Work

The current contract language contained in Article 6 - Hours of Work shall be maintained in the new collective bargaining agreement.

Issue 6: Article 14 - Holidays

The current contract language contained in Article 14 - Holidays shall be maintained in the new collective bargaining agreement.

Issue 7: Article 9, Section 1 - Uniform and Hazardous Duty Pay

The first paragraph of Article 9, Section 1 of the new collective bargaining agreement shall provide, as follows:

Section 1. **Clothing.** All members of the bargaining unit shall receive a clothing allowance in the amount of \$1,000.00 in 2006, \$1,025.00 in 2007, and \$1,050.00 in 2008. The allowance is to be paid, in a separate check, by April 15 of each year of the Agreement.

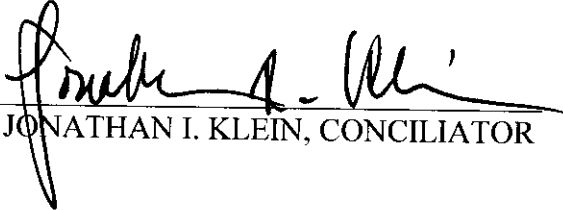
Issue 8: New Article 9 - Shift Differential

No new contract language on shift differential shall be included in the new collective bargaining agreement.

In addition, the parties entered into a side agreement on the establishment of shifts for bid by bargaining unit members, with a prohibition on shift rotation. A copy of the side agreement is attached hereto as Exhibit "A."

FINAL AWARD

The terms of this Final Offer Settlement Award shall be incorporated into the parties' new collective bargaining agreement, together with all tentative agreements not inconsistent with the terms and conditions of this Award.


JONATHAN I. KLEIN, CONCILIATOR

Dated: February 20, 2006.

**SIDE AGREEMENT
between**

**CITY OF STRUTHERS
and
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL,
LODGE 41**

The Fraternal Order of Police ("FOP") agrees that the City of Struthers ("the Employer") shall establish the shifts for bid by bargaining unit members. Bidding will be conducted according to the Shift Bidding article in the parties' Agreement. The Employer agrees that it will not establish shifts for bid that rotate during the year (*e.g.*, four (4) months day turn, four (4) months swing, four (4) months evening).

Agreed on this 16th day of February, 2006

For the Employer:

For the FOP:

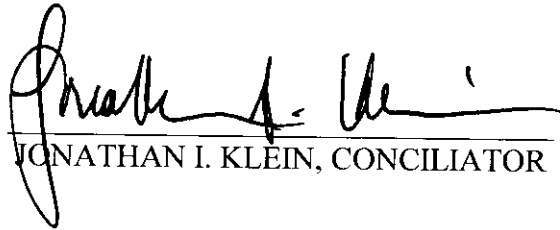
By: _____
Michael Esposito
Senior Consultant/Employer Advocate
Clemans, Nelson & Associates, Inc.

By: _____
Michael Piotrowski
General Counsel
FOP, OLC, Inc.

EXHIBIT "A"

CERTIFICATE OF SERVICE

Originals of this Final Offer Settlement Award were served upon Michael Esposito, Senior Consultant/Employer Advocate, Clemans, Nelson & Associates, Inc., 2351 South Arlington Road, Suite A, Akron, Ohio 44319, and upon Michael Piotrowski, General Counsel, Fraternal Order of Police, Ohio Labor Council, Inc., 2721 Manchester Road, Akron, Ohio 44319, and upon Craig R. Mayton, Executive Director/Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, each by U.S. mail, sufficient postage prepaid, this 20th day of February, 2006.


JONATHAN I. KLEIN, CONCILIATOR