

COPY

STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER

OF

CONCILIATION

Between

the

FOP, OLC, Inc. and the City of Blue Ash, OH

STATE EMPLOYMENT
RELATIONS BOARD
2010 AUG 10 P 2:01

Case No.)SERB 09-MED-09-0993
Parties)FOP, OLC, Inc.
) V
)The CITY OF BLUE ASH, OH
Issue)Interest Arbitration/Conciliation
)June 1, 2010
)John S.(Jack) Weisheit
Award Issued Date) August 5, 2010

Employer Advocate

Union Advocate

KIRK M. WALL, ESQ.
Dinsmore & Shohl LLP
191 W. Nationwide W. Ste 300
Columbus, OH 43215

ROSS RADER, Staff Rep.
FOP, OLC, Inc.
222 E. Town St.
Columbus, OH 43215-4611

BACKGROUND

The parties involved in this proceeding include the City of Blue Ash, Ohio, and the Bargaining unit composed of the six (6) full-time Sergeants, represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

THE UNION'S LAST-BEST OFFER

Section 19.1. Wage rates shall be increased 2.5% for the year 2010 and shall be effective June 27, 2010. Wage rates shall be increased 2.5% for fiscal year 2011 and shall be effective December 15, 2010.

Section 19.5. For the duration of this three-year Agreement, City Ordinance Section 133.11(g) (attached to Ordinance No. 2008-79) shall govern a regular full-time bargaining unit employee's eligibility for applicable continued regular pay while on a military leave of absence.

ARTICLE 36 – DURATION

Section 36.1 This Agreement shall be effective June 27, 2010, and shall remain in full force and effect through December 14, 2011. Either party may give written notice of intent to modify or amend this Agreement no earlier the ninety (90) days and no later than sixty (60) days prior to December 14, 2011. Such notice shall be hand delivered or sent certified mail (return receipt requested) to either the City Manager or a designated member of the bargaining unit.

Section 36.2 All sections of this Agreement shall remain in force and effect until a new Agreement is reached.

THE CONCILIATOR'S DETERMINATION AND AWARD

This Conciliator was selected by the parties to conduct and ultimately make determinations of unresolved issues, on an issue by issue, last best offer as set forth

under provisions of ORC 4117. In this Conciliation such due consideration was extended to rationale and determinations set forth by the Fact Finder and his recommendations as set forth in his Award.

On June 1, 2010, a Conciliation hearing was convened at the City of Blue Ash,

Ohio. The parties timely provided the Conciliator with their respective pre-hearing report in addition to documents of testimony and other information for use in rendering a decision in this instant case. After the parties indicated they had no additional documents, testimony or evidence to offer and affirmed they had been offered a fair and ample opportunity in presenting such evidence and testimony considered relevant to their argument, the Hearing was adjourned. Based on the evidence offered, the following determinations was made of the two remaining issues to be ruled on in the Conciliator's Award.

The CBA is to include, all terms tentatively agreed to in the course of negotiations and mediation, including the Settlement Agreement Between the FOP and City of Blue Ash, attached to this Award as Joint Exhibit #1 (JX#1). The following two unresolved issues are to be included in the Agreement as set forth as addressed in the following determinations set forth in this Award.

Issue; General: Negotiations ceased upon the issues being advanced to the Conciliation process under terms of the Ohio Collective Bargaining Law. In particular, a determination is to be made by the Conciliator when the parties have put forth a last-best-offer.

The Conciliator has the Authority and responsibility to bring closure in the remaining issues.

Much evidence, rational and testimony was offered by each party to persuade the Conciliator that its last position outweighed that of the argument offered by other.

Conciliator's Finding -Wages:

The final decision is the determination that the Employer's last position, regarding Wage, prevails. The Conciliator is without authority to alter the final position of either party. Further, the Fact Finder offered a reasonable recommendation regarding this matter. The rationale of the Fact Finder as well as that of the Employer is found the most reasonable and the most persuasive of the final position of the parties.

The radical shift on our national economic conditions in late 2009 and early 2010, had a significant effect on our fiscal practices of a magnitude of the "Great Depression". Not all parts of our general economy is being affected differently in unequal ways throughout the nation. The Employer, in this case, like others, are seeking answers to fiscal issues confronting them. It is also noted that the City has an immediate stronger fiscal situation then many other markets.

A related issue arises in the Union's contention that sufficient funds available to meet its wage proposal. Just because an employer may have a sufficient funding level, at a given point in time, such in not cause to render a wage increase. This Conciliator considers the Employer offer as a reasonable wage offer in consideration of the total Contract. This is also supported by the Fact Finder.

Duration It is determined that the respective party on Duration contains language of significance to each party's respective position regarding Wages. It is therefore determined that the final decision of Duration is to be included in the Agreement as put forth by the Employer.

TOTALITY OF AGREEMENT

The Agreement shall include the Employer's Last Best Offer.

Section 19.1: Wage rates shall be increased by 0 percent effective March 3, 2010.

Wages shall increase 1.5% effective March 3, 2011 and 2.0 percent effective March 3, 2012.

Section 36.1: This Agreement shall be effective March 3, 2010, and shall remain in full force and effect through March 2, 2013.

This will affirm the foregoing report, consisting of **7 pages**, includes the findings, determinations, and recommendation of the unresolved issues put before the Conciliator. The Agreement is recommended to include all terms tentatively agreed to by the parties prior to and at Fact Finding, the recommendations of the Fact Finder regarding issues at impasse and all terms of the successor agreement not a subject of bargaining or lacking action of the parties to remove from continued force and effect in the Agreement.

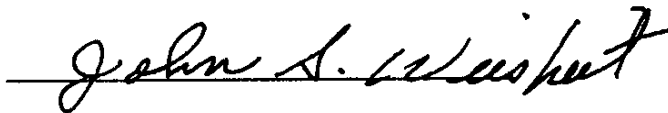
To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

John S. Weisheit, Conciliator

August 5, 2010

This will affirm the foregoing report, consisting of **7 pages**, includes the findings, determinations, and recommendation of the unresolved issues put before the Conciliator. The Agreement is recommended to include all terms tentatively agreed to by the parties prior to and at Fact Finding, the recommendations of the Fact Finder regarding issues at impasse and all terms of the successor agreement not a subject of bargaining or lacking action of the parties to remove from continued force and effect in the Agreement.

To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

A handwritten signature in black ink, reading "John S. Weisheit", written over a horizontal line.

John S. Weisheit, Conciliator

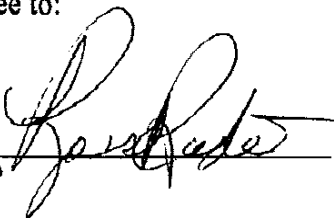
August 5, 2010

Settlement Agreement For 2010 Collective Bargaining Agreement Between The FOP Ohio Labor Council (Sergeants) and the City of Blue Ash

The parties agree that the collective bargaining agreement ("CBA") will be settled on the following terms:

1. The issue of duration and wages will be submitted on March 3, 2009 to fact finding before Mr. Kasonovich. No other issues will be taken to fact-finding.
2. The parties agree that the tentative agreements signed at the table during the course of negotiations will be incorporated into the final CBA.
3. The FOP's October 21, 2009 proposal modify the vacation accrual in Section 25.1 for 24 years (2.5 days) and 28 (2.75 days) will be incorporated into the CBA.
4. The FOP's October 21, 2009 proposal to modify the uniform allowance to include shoes/boots, belts, and gloves will be incorporated into the CBA.
5. The City's November 16, 2009 Settlement Offer for a New Section 26.10 Specific Guidelines for Attendance will be incorporated into the CBA, except that the Item 4 therein will be changed as follows: Written Reminder will be renamed Documented Counseling. The 6th Occurrence will be a 10 day suspension. The 7th Occurrence will be a 30 day suspension and the 8th Occurrence will be a termination.
6. The CBA will be modified to allow for a pay out for employees who refuse insurance as set forth in the City's November 16, 2009 Settlement Offer.
7. All other outstanding proposals not specifically agreed to in writing by the parties or mentioned in this Settlement Agreement are hereby withdrawn.

Agree to:



FOP



City of Blue Ash

STATE EMPLOYMENT
RELATIONS BOARD

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August 8, 2010

KIRK M. WALL, ESQ. DINSMORE & SHOHL LLP 191 W. Nationwide Ste. 300 Columbus, OH 432215	Ross Radar, Union Rep FOP, OLC, INC. 222 Town St. Columbus, OH 43215
Case no(s): Parties: Issue: Site:	SERB 09-MED-09-0993 FOP, OLC, INC. V CITY OF BLUE ASH CONCILIATION OH

Messrs. Radar & Wall:

Enclosed is the Opinion and Award in the above cited case. Also included find the Invoice for professional services and related expenses and a W-9. This is submitted in keeping with the terms of the Contract and understandings at the Hearing.

Also enclosed find a signed Form W-9.

If there are questions or additional information is needed, do not hesitate to contact me.

Thank you for the opportunity to be of service.

Sincerely,



John S. (Jack) Weisheit

JSW:jw

enc.

cc:

Margaret Main, HR Officer