

STATE EMPLOYMENT RELATIONS BOARD

RE: CITY OF ROSSFORD (Employer)
and
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Union)
CASE NOS.: 06-MED-09-1118
AND
06-MED-09-1119

**CONCILIATION AWARD OF THOMAS R. SKULINA,
CONCILIATOR**

HEARING

The Conciliation Hearing was conducted pursuant to Ohio Revised Code Section 4117.14(D)(1). The Employer was represented by Justin D. Burnard, Esquire of the firm Alotta, Farley & Widman Co., L.P.A. The Union's advocate was Timothy C. McCarthy, Esquire, of the firm Shumaker, Loop & Kendrick, LLP. The location was the City of Rossford Administration Building. Position Statements were timely filed by both parties pursuant to Ohio Revised Code Section 4117.14(G)(3) and (G)(4). Testimony and exhibits were presented by the parties. Mayor Bill Verbosky, Jr. and City Administrator Edward J. Ciecka testified for the Employer. Randall J. Baker, Police Department OPBA and Glen B. Goss, Sr., Police Department OPBA testified for the Employee Association. The fact-finding report of David M. Pincus was provided.

BACKGROUND

The City of Rossford's Police Department has two bargaining units. One is the Patrol Unit with nine members and the other is the Command Unit with three sergeants.

The City had some economic hardship. In 2004 their fiscal balance was only \$23,000.00. All its employees endured a one year wage freeze and a five year levy was passed. Now the balances are in the low seven figures. One future development, the Cross Roads is hope for the future of this small city.

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ISSUES

There were nine issues on the table at the start of this Hearing, namely: wages (2 issues); meal allowance; minimum man power; sick leave; funeral leave; performance allowance; and residency. Two issues were resolved by agreement of the parties. This relates to both Patrol Officers and Command Officers units. Issue numbers are taken from employer.

ISSUE 3 – MEAL ALLOWANCE (Resolved) **Article 9/Section 9.9 and Article 10 – PO Unit CBA** **Section 9.9 of the 2003-2005 PO Unit CBA**

Reference to a “meal allowance” shall be deleted.

Section 10.10 of the 2003-2005 CBA

Reference to a meal allowance shall be deleted.

ISSUE 6 – FUNERAL LEAVE (Resolved) **Article 20 – PO & Co Units**

Section 20.1 of the 03-05 CBA shall strike the following language:

“If a death of a member as listed above occurs more than one hundred fifty (150) miles from Rossford, an absence of one (1) additional day shall be granted and such additional day shall not be charged to the employee’s sick leave”.

ISSUES 1 and 2 – WAGES **Article 8 – PO Unit** **Article 9 – CO Unit**

After a review of the fact-finder’s report and study of comparables and consideration of the one year wage freeze, the following shall be the increase for both units.

There shall be a three percent (3%) increase in the year 2007, 2008 and 2009 retroactive to the ending of the previous Agreement.

This disposes of issues one and two alluded to by the Employer in its position statement. 8.1 (P0) and 9.1 (CO) charts shall reflect this increase. The rates shall be set out for three years and not for more. The rest of the language shall remain.

ISSUE 4 – ROTATION OF OVERTIME OPPORTUNITIES

Article 10/Section 10.3 – PO Unit

Article 11/Section 11.3 – CO Unit

The clause that excludes the Chief of Police from the minimum man power schedule shall be retained. The DARE officer shall also be excluded.

Section 10.3. Minimum man power shall be defined as two (2) police patrol officers or one (1) police officer and one (1) command officer, excluding the Chief of Police and the officer while assigned to DARE (Drug Abuse Resistance Education). Any position in the work schedule not filled due to an employee's unscheduled absence and reducing the work force on that shift below minimum man power shall be filled according.

ISSUE 5

Article 14 – SICK LEAVE PO Unit

Article 15 – SICK LEAVE CO Unit

The fact-finder found that there should be no change in the sick leave provision. I concur.

There shall be no change in the sick leave provisions of the Agreement.

ISSUES 7 & 8 – UNIFORM ALLOWANCE

Article 30 - PO & CO Units

The fact-finder did not find, nor did I find arguments by either side to make any changes in the uniform allowance provision of the Agreement.

There shall be no change in the uniform allowance provisions of the Agreement, i.e., no change in PO Unit Article 30/Section 30.1 and 30.2. CO Unit Article 31/Section 30.1 and 30.2.

ISSUE 9 – RESIDENCY
Article 37.2 (PO & CO Units)

Discussions ensued and the City's proposal is accepted which is essentially the present language except I shall award the elimination of the phrase "regardless of State Law on this subject."


THOMAS R. SKULINA

DATE: July 17, 2008