

**BAZETTA TOWNSHIP TRUSTEES  
SPECIAL MEETING AGENDA**

Date: December 31, 2021 11:00 am  
Bazetta Township Administration Building  
3372 State Route 5, NE  
Cortland, Ohio 44410

Present:

Chairman Trustee Ted Webb- *H*  
Vice Chairman Trustee Bob McBride- *H*  
Trustee Frank Parke- *H*  
Fiscal Officer Stacy Marling- *U*

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**241-21** Resolution to have necessary repairs completed for cruiser 1301 and not to exceed \$3500.  
See attached quote

**Motion:** Trustee *P*  
**Second:** Trustee *m*  
**Vote:** Trustee McBride *Y* Trustee Parke *Y* Trustee Webb *Y*

**242-21** Resolution to accept or reject the Factfinder's response to the FOP CBA See attached

**Motion:** Trustee *m*  
**Second:** Trustee *f*  
**Vote:** Trustee McBride *Y* Trustee Parke *Y* Trustee Webb *Y*

**243-21** Resolution to adjourn meeting at *11:05* ~~PM~~ *AM*

**Motion:** Trustee *P*  
**Second:** Trustee *m*  
**Vote:** Trustee McBride *Y* Trustee Parke *Y* Trustee Webb *Y*

*Chairman Ted Webb*  
Attested by:

*12/31/21*  
Date

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Approved by: Chairman Trustee Ted Webb

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Date

[\*]

**MARK THOMAS FORD**

(330) 638-1010

Quote # 376

Last Updated: 12/23/21

Expires: 03/23/22

**MARK THOMAS FORD**  
**3098 ELM RD NE**  
**CORTLAND, OH, 44410**  
**330-638-1010**

**Customer:**  
 BAZETTA PD

**Vehicle:**  
 2014 Ford Truck Police Interceptor Utility AWD V6-3.5L Turbo

Type	Description	Part #	Qty/Hrs	Price/Rate	Extended
Part	FRONT AND REAR CONVERTORS		1.0	\$1,697.00	\$1,697.00
Labor	REPLACE BOTH CONVERTORS		5.0	\$80.00	\$400.00
FlatFee	DIAGNOSIS		1.0	\$99.95	\$99.95
FlatFee	TOW		1.0	\$60.00	\$60.00
Part	OVE FLOW BOTTLE		1.0	\$142.00	\$142.00
Labor	REPLACE OVERFLOW BOTTLE		1.0	\$80.00	\$80.00
Part	LF HUB BEARING		1.0	\$245.00	\$245.00
Labor	REPLACE LEFT FRONT WHEEL BEARING		1.5	\$80.00	\$120.00
Part	MISC FLUIDS, BOLTS, NUTS		1.0	\$100.00	\$100.00

**Parts Total: \$2,184.00**  
**Labor Total: \$600.00**  
**Others Total: \$159.95**  
**Parts Tax: \$0.00**  
**Labor Tax: \$0.00**  
**Total: \$2,943.95**



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**State of Ohio**  
**STATE EMPLOYMENT RELATIONS BOARD**

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<b>BAZETTA TOWNSHIP, TRUMBULL COUNTY OHIO,</b>	)	
	)	
<b>Employer,</b>	)	<b>SERB Case No(s).</b>
	)	<b>2019-MED-09-0816 (POLICE OFFICERS)</b>
	)	<b>2019-MED-09-0817 (SERGEANTS)</b>
<b>and</b>	)	
	)	<b>FACTFINDING</b>
	)	<b>Factfinder Barton A. Bixenstine</b>
<b>THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL INC.,</b>	)	
	)	
<b>Employee Organization.</b>	)	<b>REPORT OF MEDIATED SETTLEMENT</b>

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**Representing the Employee Organization:**  
Eric Changet  
Staff Representative  
Fraternal Order of Police/Ohio Labor Council, Inc.  
2721 Manchester Road  
Akron, Ohio 44319-1020  
(330) 753-7080  
echanget@fopohio.org

**Representing the Employer**  
Jacob P. Nicholas  
3701B Boardman-Canfield Road, Suite 101  
Canfield, OH 44406-7004  
(330) 286-3701  
jnicholas@bspnlaw.com

Date of Report: December 24, 2021  
Hearing Date: December 13, 2021 (5:00 PM)  
Hearing Locale: Bazetta Township Administration Building, 3372 State Route 5 NE,  
Cortland, OH 44410.

*Res 242-21*  
*Passed*

## **INTRODUCTION**

Bazetta Township, Trumbull County Ohio, a Law Enforcement Agency (herein also "Employer" or "Township") and the Fraternal Order of Police/Ohio Labor Council, (herein "Union" or "FOP/OLC") are parties to this statutory fact-finding procedure ("fact finding") under Ohio R. C. 4117, which is a form of advisory interest arbitration for the purpose of establishing the terms for a collective bargaining agreement. This fact finding follows negotiations the successor to the collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer covering the unit of Patrol Officers and Sergeants, that expired December 31, 2019.

## **THE PUBLIC EMPLOYER**

The Employer, Bazetta Township, Trumbull County Ohio, a Law Enforcement Agency, provides law enforcement services for the Township having a population of 5,563 (2018).

## **THE UNITS FOR BARGAINING**

Bargaining Unit #1 encompasses all Patrol Officers and consists of six members.  
Bargaining Unit #2 encompasses the Sergeant and consists of one member.

## **COLLECTIVE BARGAINING**

The parties conducted collective bargaining sessions on several occasions between November 21, 2019 and December 1, 2021, and reached tentative agreements on the following Articles:

- Article 1 Preamble/Purpose
- Article 2 Union Recognition
- Article 3 Non- Discrimination
- Article 4 Management Rights
- Article 5 Rules and Regulations
- Article 7 No strike or lock out
- Article 9 Probation Period
- Article 10 Seniority
- Article 11 Vacancy and Promotions (no change)
- Article 13 Layoff and Recall (no change)
- Article 14 Grievance Procedure (no change)
- Article 15 Labor Management Confer
- Article 16 Bulletin Boards
- Article 17 Corrective Action (no change)
- Article 18 Hours of Work/ Overtime (no change)
- Article 19 Overtime Distribution
- Article 20 Personnel files
- Article 21 Health and Safety
- Article 22 Sick leave I Funeral Leave

Article 23 Conversion of unused sick leave  
Article 24 Leave of Absence  
Article 25 Service-Connected Disability  
Article 27 Vacation  
Article 28 Call in Pay (no change)  
Article 29 Court Time (no change)  
Article 30 Uniform and Equipment Allowance  
Article 32 Longevity (no change)  
Article 35 Use of Township Vehicles (no change)  
Article 36 Drug Free Workplace  
Article 37 Waiver in Case of Emergency

The documentation reflecting the parties' agreements as to articles that were changed is set forth in Appendix A.

There remained seven articles as to which the parties had not reached a formal tentative agreement and these were submitted to advisory fact finding. The undersigned was appointed Fact Finder by the State Employment Relations Board (SERB) by letter of November 19, 2021, pursuant to R.C. 4117.14(C)(3). The statutory periods for a hearing having been waived with the parties' agreement, the hearing was scheduled for December 13, 2021.

#### **ISSUES AT IMPASSE**

As of the date scheduled for fact finding, the parties had yet to reach formal tentative agreement as to the following Articles (although, as described below, the parties proposed the same changes to Articles 12 and 26):

Article 6 Union Representation  
Article 8 Training  
Article 12 Dues Deduction  
Article 26 Holidays  
Article 31 Wages  
Article 33 Benefits and Hospitalization  
Article 34 Shift Preference

#### **HEARING**

The evidentiary hearing was scheduled to commence on December 13, 2021, in Bazetta Township, Ohio. The prehearing statements of both parties were received via email or by regular mail by the close of the business day before the hearing date, in conformity with O.A.C Rule 4117-9-05(F).

#### **MEDIATION**

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. (C)(4)(f). The fact finder requested and was granted permission to conduct mediation as to all

matters at impasse. With the good faith, professional efforts of the parties' representatives, the impasse was resolved as to all open issues. Those agreed through mediation are set out in this report, below.

**ISSUE: No. 1.**

**CONTRACT:** Article 6 Union Representation

**The Union's Proposal:** Add the following language to the end of Section 5 (A):

The submission of grievances and the required step related to processing grievances shall not be considered a breach of this article.

**The Employer's Proposal:** Retain current language.

**Mediated Resolution and Fact-Finder Recommendation:** Retain current language.  
See Appendix A

**ISSUE: No. 2.**

**CONTRACT:** Article 8 Dues Deduction

**The Union's Proposal:** In conformity with the Supreme Court decision in Janus v American Federation of State, County, and Municipal Employees, Council 31:

- Change Section 9 to provide as follows:

Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer.

- remove all of Sections 10,11, and 12.

**The Employer's Proposal:** The same as the Union proposal.

**Mediated Resolution and Fact-Finder Recommendation:** Adopt the jointly proposed changes.  
See Appendix A

**ISSUE: No. 3.**

**CONTRACT:** Article 12 Training

**The Union's Proposal:** Change Section two (2) as follows.

Training hours not scheduled during regular work periods shall be compensated on an hour for hour at the applicable overtime rate of pay and/or compensatory time basis upon approval of the Chief of Police.

**The Employer's Proposal:** Retain current language.

**Mediated Resolution and Fact-Finder Recommendation:** Change Section two (2) as follows.

State required training hours not scheduled during regular work periods shall be compensated on an hour for hour compensatory time basis upon approval of the Chief of Police. Any other training will be considered working hours.

See Appendix A

**ISSUE: No. 4.**

**CONTRACT:** Article 26 Holidays

**The Union's Proposal:**

- Change Section 1 as follows:

Section 1. Bargaining unit employees with at least three (3) months of service with the Employer shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- Change Section 2.B to read as follows:

- B. If an employee performs work on a holiday, he shall be paid, in addition to twelve (12) hours holiday pay, two and one half (1 ½) times his regular straight time hourly rate of pay for all actual hours worked on the holiday up to twelve (12) hours. This rate of pay for work performed shall only be paid when an employee works on the actual holiday in that particular pay period.

**The Employer's Proposal:**

- Change Section 1 as follows:

Section 1. Bargaining unit employees with at least three (3) months of service with the Employer



shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

• Change Section 2.B to read as follows:

- B. If an employee performs work on a holiday, he shall be paid, in addition to twelve (12) hours holiday pay, one and one half (1 ½) times his regular straight time hourly rate of pay for all actual hours worked on the holiday up to twelve (12) hours. This rate of pay for work performed shall only be paid when an employee works on the actual holiday in that particular pay period.

Overtime worked on a holiday in excess of a twelve (12) hour shift noted herein shall be paid at double time (2x) the employee's regular straight time rate. Any employee mandated / forced to work overtime on a holiday shall be compensated at two and one half (2 ½) times the employee's regular straight time rate.

• **Mediated Resolution and Fact-Finder Recommendation:** Change Section 1 as follows:

Section 1. Bargaining unit employees with at least three (3) months of service with the Employer shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

See Appendix A

**ISSUE: No. 5.**

**CONTRACT:** Article 31 Wages

**The Union's Proposal:** An immediate .87¢ wage adjustment, a 3% wage increase for year 2022, and a one-time lump sum payment of \$2,080 upon ratification of this agreement, applicable to both Officers and the Sergeant.

**The Employer's Proposal:** Increase in base wage of Patrol Officers and the Sergeant of .75¢, effective January 1, 2022.

**Mediated Resolution and Fact-Finder Recommendation:** Increase in base wage of Patrol Officers and the Sergeant of \$1.53, effective January 1, 2022, and a one-time lump sum payment of \$1500 to be paid no later than the second pay period in January 2022.  
See Appendix A

**ISSUE: No. 6.**

**CONTRACT:** Article 33 Benefits and Hospitalization

**The Union's Proposal:** Retain existing language, other than to update that the provision applies from January 1, 2020 to the expiration of the Agreement.

**The Employer's Proposal:** Change Section 1 to read as follows:

Section 1. The Township shall provide single and family hospitalization, prescription, dental, and eye care coverage for full-time employees. Newly hired probationary employees shall be eligible for coverage following their first day of receiving compensation. Each employee, through payroll deductions, shall pay the following amounts per pay period:

Beginning the first full pay period following the execution of this agreement, employees shall pay, per pay period the following payment towards the hospitalization coverage:

January 1, 2020 to Expiration of Agreement

Each employee shall pay fifteen percent (15%) of the premium cost of the benefits outlined in Section 1 and be obligated to deductible as outlined in the attached benefits schedule.

The employees participating in the Medical Expense reimbursement program or MERP program shall be reimbursed a maximum of \$750.00 per month for family coverage and \$500.00 for employee and spouse coverage. Members who utilize the MERP shall also pay the premium sharing obligation as outlined in this article and the benefits schedule.

**Mediated Resolution and Fact-Finder Recommendation:** Retain existing language, other than

to update that the provision applies from January 1, 2020 to the expiration of the Agreement.  
See Appendix A

**ISSUE: No. 7.**

**CONTRACT:** Article 34 Shift Preference

**The Union's Proposal:**

- Add language to Section 2(c), as presented below.

(C) The "bump" or displacement shall have the prior approval of the Chief of Police; however, no reasonable request shall be denied. If the request is denied the Chief shall supply the officer requesting the switch a written reason for the denial.

- Insert a new Section 3, as follows:

Section 3. No employee shall suffer loss of pay for any shift change resulting from a shift transition or any shift change initiated by the Employer.

**The Employer's Proposal:** Retain current language.

**Mediated Resolution and Fact-Finder Recommendation:** Retain current language.  
See Appendix A

SIGNED:   
Fact-Finder

DATED: December 24, 2021.