

STATE EMPLOYMENT
RELATIONS BOARD

2002 MAY 20 A 10: 35

OHIO STATUTORY DISPUTE RESOLUTION PROCEDURE
STATE EMPLOYMENT RELATIONS BOARD, ADMINISTRATOR
FACTFINDING RECOMMENDATIONS

Factfinding Between:	*	2001-MED-08-0720
	*	
THE CITY OF CANAL FULTON, OHIO	*	Recommendations Issued:
	*	
-and-	*	May 16, 2002
	*	
FRATERNAL ORDER OF POLICE	*	
Ohio Labor Council, Inc.	*	
(Patrol Officers' Agreement)	*	

REPRESENTING THE CITY CANAL FULTON:

Edward Kim	Attorney for the City
Robert Szanto	President, City Council
V. Margaret Loretto	City Manager
Michael B. McNeely	Chief of Police

REPRESENTING THE FOP

Charles M. Choate	FOP Staff Representative
Chuck Kassinger	Bargaining Committee Chair
Ed Harbaugh	Committee Member
Doug Swartz	Committee Member
John Barabasch	Committee Member
Melissa Kosco	Committee Member
Steve Ruthrauff	Committee Member
Tony Crookston	Committee Member

Jonathan Dworkin, Factfinder
101 Park Avenue
Amherst, Ohio 44001

THE BARGAINING IMPASSE

The City of Canal Fulton, Ohio has a Police Force consisting of a Chief and seven Patrol Officers. Although the Ohio Public Employee Collective Bargaining Law authorizing public-sector bargaining was in effect since 1984, Canal Fulton Patrol Officers did not organize, seek recognition, or bargain for seventeen years. Until then, City ordinances and orders of the Chief were the exclusive sources for defining hours, wages, terms and conditions of employment.

In 2001, the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") sought and obtained certification from the State Employment Relations Board ("SERB") as exclusive bargaining agent for the Patrol Officers.¹ Subsequently, the City and FOP began negotiating for their first Collective Bargaining Agreement. They conducted ten bargaining sessions from September 12, 2001 through February 21, 2002; considering that this was to be their initial Contract, they made remarkable progress. They reached tentative agreements and were at impasse on all but twelve items. Those items, however, were fundamental:

1. Hours of Work and Overtime. Currently, Canal Fulton police Officers work on twenty-eight day, one hundred seventy-one-hour monthly schedules. Overtime is based on work in excess of one hundred seventy-one hours. The Chief has full discretion to assign and change individual schedules, as needed, although the seven

¹ SERB Case No. 01-REP-04-0084.

Officers are separated into fairly routine shifts. The Union's proposal is to establish regular shifts contractually, with starting times at 8:00 a.m., 4:00 p.m., and 12:00 a.m. If adopted, Officers would have the right to bid for their preferred shifts by seniority, and would be paid time-and-one-half premium wages for working in excess of eight hours per day, forty hours per week. The FOP's proposal would also allow Officers to take compensatory time-off in lieu of overtime pay.

The City rejects the proposal noting that the current system works well and is not in need of repair. Furthermore, since there are only seven Officers in the Unit, compensatory time and shift bidding would unreasonably restrict both training and protection of the citizens.

2. Call Out/Stand By/Court Time. While this FOP proposal has several features, its main thrust is to provide extra pay for Officers called out, on standby, and/or required to appear in court when they would otherwise be off duty. The City has never paid such stipends and agrees that it should. The difference in the proposals is that the Union demands two and one-half hours' overtime without responsibility to the Department for any portion of that time not required for court appearances, etc. The City offers two straight-time hours with authorization for the Chief to assign duties for any portion of the time not used.

3. Travel Time/Mileage Allowance. At the bargaining table, the Union made a request for contractual language covering necessary travel time out of the City and a mileage allowance for use of personal vehicles. The City rejected it. This issue was discussed and tentatively settled during the mediation portion of the factfinding.

4. Compensation. Canal Fulton is a small City with limited resources. As a result, its Police Officers have been poorly compensated relative to wages paid in similar communities. The City acknowledges this reality, and has proposed wage increases of 12.8 percent over the term of the three-year Agreement (4.8% + 4% +

4%). In the FOP's view, the City's offer does not make up for past inequities, nor does it bring these Officers within the range of reasonable comparability. Accordingly, it demands more than 30 percent in increases over the three years (18.57% + 6% + 6%) with front-loading and wage steps.

5. Longevity. The FOP position is:

In addition to their regular rates of pay, Bargaining Unit Members shall receive longevity pay annually in accordance with the following schedule:

Upon the completion of 5 years - \$500.00

Upon the completion of each additional year of service - \$100.00 additional dollars

6. Holidays. FOP: Twelve paid holidays and two personal days each year.

City: Retain current policy of ten holidays and two personal days per year.

7. Vacation Allowance. Pursuant to city ordinances, vacation time increases according to length of service with a maximum allowance of four weeks. The Union proposes a fifth week for Officers with fifteen or more years' service. Included in its proposal is a right to "bank" and carry over two weeks' vacation time from one year to the next.

The City rejects the proposal, contending that the current allowance is adequate.

8. Uniform Maintenance Allowance: The Employer proposes retaining the current benefit of \$700 per year. The FOP seeks increases to \$800 for 2002, \$900 in 2003, and \$1,000 in the concluding contractual year.

9. Extra-Duty Jobs. According to the FOP, extra-duty security opportunities that become available are often rejected by the City Manager or her designees before they ever come to the Chief's attention. The Bargaining Unit wants more of these jobs. At the heart of its complex proposal, is a provision requiring posting of all potential extra-duty for volunteers. Notably, nothing in the proposal speaks to the City's discretion to determine whether any opportunity is inappropriate for these Officers.

The City's response is: "This is an issue that should be addressed by the Chief at his discretion and . . . the Union [should] relinquish its proposal."

10. Officer In Charge. FOP Proposal: "Any Bargaining Unit Member that is designated Officer In Charge for any shift or part thereof ***shall be compensated at the overtime rate for the entire shift.*** Said overtime rate shall be the officer's base rate of pay for that shift. ***Should the Bargaining Unit Member be working overtime during the time he is Officer In Charge, then the officer shall receive double time and a half for the entire shift.*** The Chief of Police will determine which officer is Officer In Charge on any given shift." [Emphasis added.]

In the Employer's judgement, this proposal would overburden City finances. If it is adopted in some form, the City argues, it should be at a lower rate. Furthermore, such a provision should stipulate the discretion of the Chief of Police to decide when and if an Officer In Charge is needed.

11. Shift Differential. Canal Fulton does not pay shift differentials to its Police Officers. The FOP's position is that the Agreement should include this wage accretion similar to that paid in comparable cities – 70¢ per hour for afternoon shift, 75¢ per hour for midnights. The Employer turned down the proposal, contending it would over-tax resources and that, "the majority of jurisdictions do not have a shift differential."

12. Education Allowance. This was a complex FOP position that was tentatively settled during the mediation phase of factfinding.

HEARINGS AND MEDIATION

October 31, 2001, SERB directed the parties to submit to factfinding. Mutually agreed extensions postponed the statutory period. Consequently, the hearing did not convene until April 4, 2002. That day was devoted to mediation pursuant to Ohio Revised Code §4117.14(C)(3)(f): "The fact-finding panel may attempt mediation at any time during the fact-finding process."

Mediation was productive. The bargaining teams reduced their outstanding issues from twelve to eight:

- 1. Hours of Work and Overtime**
- 2. Call Out/Court Time**
- 3. Compensation**
- 4. Longevity**
- 5. Holidays**
- 6. Vacation**
- 7. Uniform Maintenance Allowance**
- 8. Officer in Charge Pay**

Moreover, when the actual factfinding began on April 5, 2002, the positions that were still in conflict had come much closer to one another. Genuine reduction of differences came from both sides of the table.

DECISIONAL GUIDELINES

Ohio Revised Code §4117.14(G)(7) and SERB Rule 4117-09-05(I) require factfinders to apply the following decisional standards:

a) Past collectively bargained agreements, if any, between the parties;

(b) Comparison of the issues submitted . . . 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;

(c) The interests 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;

(d) The lawful authority of the public employer;

(e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to . . . settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

The Factfinder examined these criteria to the extent they were addressed by the Advocates. Some had little material value to the case while others were more significant.

FACTFINDING RECOMMENDATIONS

Some of the recommendations that follow incorporate the tacit, but unofficial agreements the bargaining teams carved out between the two factfinding hearings. Others derive from the Factfinder's comparison of the competing positions under the relevant criteria. ***At the joint request of the parties, made to conserve time and expense, the decisions will not recite the Factfinder's supporting rationale.*** Additionally, at the parties' request, all tentative agreements, drafted and executed before or after mediation, are attached to this decision, incorporated by reference, and are thereby submitted as factfinding recommendations. The following are the factfinding decisions on the eight unresolved issues:

HOURS OF WORK AND OVERTIME

Section .1 Work Period. The regular work week shall consist of forty (40) hours, of five (5) consecutive days of eight (8) hours each. A day shall be defined as a full twenty-four (24) hour period. A day shall begin with the employee's starting time as posted on the regular work schedule. All bargaining unit members shall have two (2) consecutive days off.

Section .2 Shifts. There will be three shifts:

- 1) A day shift that starts between 6:00 a.m. and 9:00 a.m. and ending eight (8) hours thereafter;
- 2) An afternoon shift that shall start between 2:00 p.m. and 5:00 p.m. and ending eight (8) hours thereafter; and

- 3) A midnight shift that shall start between 11:00 p.m. and 2:00 a.m. and ending eight (8) hours thereafter.

Section .3 Overtime. All time worked in excess of forty (40) hours in one calendar week or eight (8) hours in one day shall be compensated at one and one-half (1 ½) times the Bargaining Unit Member's hourly rate of pay. For the purpose of computing overtime pay, holidays, vacation, funeral leave, and sick leave shall all be counted as hours and days worked.

Section .4 Pyramiding. There shall be no pyramiding of pay for the same hours worked.

CALL OUT AND COURT TIME

Section 29.1 Call-Out. Bargaining Unit Members who are called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof if not needed to work the total of two hours.

Section 29.2 Court Time. Bargaining Unit Members required to make court appearances during their off-duty hours shall be paid a minimum of two (2) hours straight pay. If such member is required to work after their court appearance during their off-duty hours, the member shall receive one and one-half (1 ½) times the member's hourly rate of pay.

COMPENSATION

Section .1 Effective January 1, 2002, the pay range (steps) for all Bargaining Unit Members shall be:

- 0 - 1 YEAR
- 2 - 4 YEARS
- 5 - 7 YEARS
- 8 + YEARS

Section .2 Effective January 1, 2002, the base hourly pay rate for each pay range (step) for all Bargaining Unit Members shall be:

	<u>2002</u>	<u>2003</u>	<u>2004</u>
0 - 1 YEAR	\$13.25	\$13.85	\$14.47
2 - 4 YEARS	\$14.25	\$14.89	\$15.56
5 - 7 YEARS	\$16.25	\$16.98	\$17.75
8 + YEARS	\$18.25	\$19.07	\$19.93

Section . 3 Pay period shall be biweekly. Holiday pay, overtime pay, vacation pay, severance pay, and any other earned compensation shall be computed on an employee's base pay before deferrals. The Employer shall keep the proper records of an employee's gross pay (before deferrals) for pension purposes. Further, the Employer shall keep the proper records of an employee's adjusted gross pay for income tax purposes.

LONGEVITY

In addition to their regular rates of pay, Bargaining Unit Members shall receive longevity pay annually in accordance with the following schedule:

- Upon the completion of 5 years - \$500.00
- Upon the completion of each additional year of service - \$100.00 additional dollars

Longevity shall vest on the anniversary date of the employee. Longevity pay shall be paid in a separate check from regular payroll by December 15 of each year of this Agreement.

Upon retirement, voluntary termination, layoff, or due to permanent disability, longevity pay shall be paid to such full-time employee(s) for the entire year in which he retires, is laid off, or otherwise separated from employment due to a permanent disability, or voluntarily terminates his employment. In the event that a Bargaining Unit Member is laid off for a period of one (1) year or less, he shall retain his service credit for longevity pay, but shall not accrue any service credit during his period of layoff. In the event that a Bargaining Unit Member is laid off for a period in excess of one (1) year, he shall not retain any service credit for any longevity pay.

HOLIDAYS

Section .1 All Bargaining Unit Members shall be entitled to ten (10) paid holidays as set forth in Section .3 and two (2) personal days each calendar year which shall be taken at any time that is mutually agreeable to the employee and the Chief of Police or his designee, providing that the employee requests the holiday off at least twenty-four (24) hours in advance and receives approval from the Chief of Police or his designee who may approve or disapprove such requests according to the needs of the department. Employees shall request days off in advance as much as possible. Approval shall be at the discretion of the Police Chief or his designee and said requests shall not be unreasonable denied.

Section .2 Bargaining Unit Members who do not utilize paid holidays or are unable to utilize such holiday/personal day due to the needs of the department, shall be paid for said remaining unused holiday/personal day by January 25 of the following year by separate check.

Section .3 Bargaining Unit Members who actually work on the following holidays:

New Years' Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

shall be paid one and one-half (1 ½) times their regular rate of pay. For the purpose of this article, a "holiday/personal day" shall be defined as any eight (8) consecutively worked hours, regardless of the hours of day that begin, occur, or end during the above listed holiday/personal days.

VACATION

Section .1 Bargaining Unit Members shall be entitled to vacation according to the following schedule:

<u>ANNIVERSARY DATE (years)</u>	<u>PERIOD OF VACATION (weeks)</u>
1 - 4 years	Two Weeks
5 - 9 years	Three Weeks
10 - 14 years	Four Weeks
15 + years	Five Weeks

Section .2 Bargaining Unit Members' years of service shall be determined from their anniversary date of hire. The period of vacation requested is subject to the approval of the Chief of Police and shall be submitted in writing at least five (5) working days in advance of the requested time off. Vacation requests shall not be unreasonably denied. Vacations may be taken in increments of one (1) day or greater.

Section .3 Bargaining Unit Members may carry over vacation from year to year not to exceed two (2) weeks of carry over per year.

Section .4 Vacation credits accrue while on vacation, paid military leave, sick leave, or any other positive pay status time. No vacation credits shall be earned while the Bargaining Unit Member is on any unpaid leave status. Prorated vacation leave credits are given for any part of a pay period. A Bargaining Unit Member with less than one (1) year of service is not entitled to vacation credit.

Section .5 A Bargaining Unit Member while on vacation may, upon request and upon submission of evidence of hospitalization, or illness, and at the discretion of the Chief, be entitled to change his vacation status to sick leave for all days covered and any subsequent days necessary for recovery.

UNIFORM MAINTENANCE ALLOWANCE

Section .1 Bargaining Unit Members are authorized a uniform allowance for the purpose of purchase and maintenance of police related uniforms and equipment in the following sums:

2002 - \$700.00
2003 - \$750.00
2004 - \$800.00

Section .2 Each newly hired Bargaining Unit Member shall be entitled to an advance on his uniform allowance upon the date of his appointment. In the event that the new Bargaining Unit Member does not complete his probationary period, any uniform allowance advanced to him shall be refunded to the Employer.

Section .3 The Employer agrees to provide to all Bargaining Unit Members appropriate protective clothing (bullet proof vests) and replace said vests upon manufacturer's specification.

Section .4 Bargaining Unit Members who are involved in any specialized S.W.A.T. unit shall receive an additional two hundred and fifty (\$250.00) dollars annually for equipment.

Section .5 Uniform Maintenance Allowance shall be paid in a separate check from regular payroll to each Bargaining Unit Member by January 25th each year of this Agreement.

OFFICER IN CHARGE PAY

Any Bargaining Unit Member that is designated Officer In Charge for any shift or part thereof shall be compensated at the Chief's rate of pay. The Chief of Police shall determine when an Officer In Charge is necessary and determine which officer is the Officer In Charge.

TENTATIVE AGREEMENTS

The tentative agreements executed by the parties before and during these proceedings are attached hereto as "Factfinding Exhibits 1-33, and incorporated herein as additional factfinding recommendations.

The foregoing recommendations were issued at Lorain County, Ohio, May 16, 2002.

A handwritten signature in black ink, appearing to read "Jonathan Dworkin", with a long horizontal flourish extending to the right.

Jonathan Dworkin, Factfinder

SERVICE

True, individually signed copies of these Recommendations were sent by U.S. Priority Mail to Edward Kim, Attorney for the City of Canal Fulton, Ohio, 400 South Fifth Street, Suite 200, Columbus,, Ohio 43215 and to Chuck Choate, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., 2721 Manchester Road, Akron, Ohio 44139, this 16th day of May, 2002. A copy was also sent in the same manner at the same time to the State Employment Relations Board, 65 East State Street, 12th floor, Columbus, Ohio 43215.



Jonathan Dworkin, Factfinder

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 1
PREAMBLE

This Agreement, entered into by the City of Canal Fulton, hereinafter referred to as the "Employer" or "City", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP/OLC" or the "Union", has as its purpose to promote cooperation and orderly, constructive and harmonious relations between the Employer, its employees and the FOP/OLC and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 2
SCOPE OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 3
UNION RECOGNITION**

Section 3.1 Inclusions The Employer recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive representative for all full-time police officers in the City of Canal Fulton as certified in SERB Case No. 01-REP-04-0084.

Section 3.2 Exclusions The Union recognizes the following employees as being excluded from the bargaining unit: the Chief, Sergeants and above, Dispatchers, all part-time, intermittent (part-time) non-sworn, civilian employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees not specifically included in the bargaining unit described in Section 3.1 above are specifically excluded and are not covered under this agreement.

Section 3.3 Disputes In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 3.4 Bargaining Unit Rights Management shall not erode the bargaining unit, which may affect the rights or the safety of the bargaining unit employees.

Section 3.5 Bargaining Unit Work Except in emergency circumstances, work performed by bargaining unit employees in the normal course of their schedule shall first be offered to bargaining unit employees.

With respect to special duties and assignments, they shall first be offered to bargaining unit employees as long as the duty or assignment is work performed by bargaining unit employees in the normal course of their schedule and pending Chief's approval.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 4
DUES DEDUCTION**

Section 4.1 The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the FOP/OLC by payroll deduction. All members of the bargaining unit shall either become dues paying members of the FOP/OLC, or as a condition of the continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09(c), starting the thirty-first (31) day of employment with the Employer or execution date of this Agreement, whichever comes first.

Section 4.2 Dues and Fair Share Fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

Section 4.3 An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP at any time during the thirty (30) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 4.4 The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 4.5 The FOP will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 4.6 All bargaining unit employees who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the FOP in the amount of employee dues as set by the FOP/OLC from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

DATE TENTATIVELY AGREED: February 21, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 5
CONFLICT AND AMENDMENT**

Section 5.1 Conformity to Law The parties intend for this agreement to supersede and replace any state and local laws on the subjects referenced or covered by this agreement. Where this agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the agreement shall remain in full force and effect for the agreement term.

Section 5.2 Severability The parties agree that should any provision of this agreement be found to be invalid, that upon the written request of either party, a meeting will be scheduled within thirty (30) calendar days at a mutually agreeable date and time to discuss in good faith alternative language on the same subject.

Section 5.3 Amendments to Agreement Amendments and modifications of this agreement may only be made by mutual written agreement of the parties to this agreement, subject to ratification by the Union and the City.

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 6
NON-DISCRIMINATION**

Section 6.1 The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, age, national origin, marital status, non-disabling handicap, political affiliation, or membership or non-membership in the FOP. Nothing in this Agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by State or Federal Law.

Section 5.2 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee, and their non-employee representative shall meet in an effort to resolve the alleged violation prior to the appeal to the outside agency.

Section 5.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 7
UNION REPRESENTATION/BULLETIN BOARDS

Section 7.1 Union Representatives Non-employee representative(s) of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances, conducting or attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or the Employer's designee. The Employer, or designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 7.2 Employee Representatives The Employer agrees to recognize one (1) patrol officer and one (1) alternate as the union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of the representative and the alternate of the bargaining unit and of any changes that may occur. Except as specifically set forth in this Agreement, employee representative(s) may not conduct Union business on City time.

Section 7.3 Bulletin Boards The FOP/OLC shall be permitted to install and maintain a bulletin board(s) in an agreed upon area(s). No material may be posted on the FOP/OLC bulletin boards which contains the following:

- A. Personal attacks upon any other member or employee, or unprofessional material.
- B. Derogatory attacks upon the administration or any City official.
- C. Attacks on any other employee organization.
- D. Material or comments regarding a candidate for public office or any campaign materials, political announcements both partisan as well as non-partisan, posters, stickers, buttons, or related material.

No FOP/OLC related materials may be posted in the Employer's facilities or on the Employer's equipment except for the FOP/OLC bulletin boards as described above. Only FOP/OLC material shall be permitted on the FOP/OLC bulletin boards. Any material placed on the bulletin boards in violation of this article shall be immediately removed from the bulletin board by the Employer or by the FOP/OLC.

Section 7.4 Release Time Release time shall be granted to the following employees for the following reasons:

- Employee representative – Time spent processing grievances.
- Bargaining unit members – Time spent as a witness in a grievance/arbitration procedure.
- Negotiation team members – Time spent in negotiations

Employee(s) released for the above-reasons will maintain contact with the dispatcher and will be subject to call at any time during said meeting if it becomes necessary to perform a job related function.

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 8
MANAGEMENT RIGHTS**

Section 8.1 General Work Rules Except to the extent modified by the provisions of this agreement, the Employer reserves and retains solely and exclusively all of the legal rights to manage the operations of the City of Canal Fulton Police Department. The rights of the Employer shall include, but shall not be limited to the right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the police department, its employees and its service to the citizens of the City of Canal Fulton, Ohio, consistent with the provisions of this agreement.

Section 8.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. Determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Department as a governmental unit;

Section 8.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 9
NO STRIKE-LOCKOUT

Section 9.1 Employees' Pledge All members of the bargaining unit pledge that they shall not plan, support or participate in any work slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment from the Employer. In the event of a violation of this article, the FOP/OLC agrees, that upon request by the Employer, to issue an immediate written demand to the employees of the Police Department disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the Department.

Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

Section 9.2 No Lockout During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

DATE TENTATIVELY AGREED: November 1, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 10
PERSONNEL INFORMATION FILES

Section 10.1 Personnel Information Any employee wishing to review his/her personnel information files will make a written request to the Chief, or his/her designee, who will then permit the employee and/or his/her authorized representative, to review the personnel information files at a reasonable time following the written request.

Representative(s) of the FOP/OLC may review the personnel file of any bargaining unit employee provided that the employee is present at the time of the review, or upon written authorization signed by the employee.

The Employer agrees to maintain only one official personnel file and said file shall be kept at the City Hall.

Section 10.2 Copies Any employee may copy documents in his/her personnel file, however, he or she may be charged by the City for such photocopying. The charge shall bear a reasonable relationship to the City's actual cost for copying.

Section 10.3 Response to Records If, upon examining his/her personnel file, any bargaining unit member has reason to believe that there are inaccuracies or discrepancies in documents contained therein, he/she may write a memorandum to the Chief, or his/her designee, explaining the alleged inaccuracy or discrepancy. If the Chief, or his/her designee, concurs with the member's contentions, the Chief, or his/her designee, shall remove the faulty document from the personnel file. If the Chief, or his/her designee, does not concur with the contentions of the member, the Chief, or his/her designee, will attach the member's written memorandum or rebuttal letter to the document in the file.

DATE TENTATIVELY AGREED: November 27, 2001

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**ARTICLE 11
COMMUNICABLE DISEASES**

Section 11.1 All bargaining unit members have the right to be vaccinated for Hepatitis B. Such vaccinations shall be made available at no cost to the bargaining unit members for those members who desire it. Such request for vaccination(s) shall commence within 90 days of such request.

Section 11.2 Any bargaining unit member who believes he may have been exposed to HIV while dealing with another person in the performance of his duties has the right to bring an action pursuant to Section 3701.24 of the Ohio Revised Code.

Section 11.3 The Employer shall make available equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment.

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ARTICLE 12
LABOR MANAGEMENT AND SAFETY COMMITTEES

Section 12.1 Meetings In the interest of sound labor-management relations, the FOP/OLC and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the FOP/OLC, two (2) representatives of the Employer and one (1) non-employee representative of the FOP/OLC and one (1) non-employee representative of the Employer shall be permitted to attend such meetings. It is not the intent of the parties that the labor-management and safety committee meetings be used to bypass the normal chain of command. Local FOP/OLC employee representatives attending labor-management and safety meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Section 12.2 Issues/Agenda The party requesting the meeting shall furnish an agenda to the other party at least seven, (7), days in advance of the scheduled meeting. If the Union requests the meeting, a list of names of the FOP/OLC employees who will be attending shall be included with the request for the meeting. Subjects that may be discussed at these meetings shall include (but not be limited to) the items listed below:

1. Discuss the administration of this agreement;
2. Notification of the FOP/OLC of the changes made by the Employer which may affect Bargaining Unit members;
3. Dissemination of general information of interest to the parties;
4. Provision to the FOP/OLC representative the opportunity to share the view of the members and/or make suggestions on subjects of interest to the members;
5. Discussion of ways to improve efficiency and work performance; and/or
6. Consideration and discussion health and safety matters.

Section 12.3 Safety Issues Any alleged safety issue shall first be presented and addressed at the next available Labor Management Committee meeting. Employer agrees to make every effort to address the alleged safety issue within thirty-one (31) days of the Labor Management Committee meeting in which it was raised, otherwise the Union may file a grievance.

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**ARTICLE 13
BARGAINING UNIT MEMBER RIGHTS**

Section 13.1 When a bargaining unit member is under investigation or is subject to questioning for any reason by the Employer, the following minimum standards shall apply:

Section 13.2 At the time that any Bargaining Unit Member is notified to report for an internal investigation, and upon the Bargaining Unit Member's request, he shall be provided an opportunity within a reasonable time frame, to contact his OLC Representative or Grievance Representative for the purpose of representation.

Section 13.3 No polygraph examination shall be given unless requested by the Bargaining Unit Member being questioned.

Section 13.4 Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given twenty-four (24) hours prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning. An Investigating Officer may accompany the member during his search and review of such documents.

Section 13.5 A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

Section 13.6 Any interrogation, questioning, or interviewing of a Bargaining Unit Member for any internal investigation of any type will be conducted at hours reasonably related to his shift, preferably during his work hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities.

Section 13.7 Before a Bargaining Unit Member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, premised on his exercise of the rights and advice afforded him in Section 13.5 hereof.

Section 13.8 Whenever a Bargaining Unit Member is being interrogated in an internal investigation, such interrogation shall be mechanically recorded by the Police Department. A copy of the records shall be made available to the Bargaining Unit Member being questioned as soon as practicable.

Section 13.9 Any evidence obtained in the course of internal investigation through the use of questionable procedures, such as administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent disciplinary hearing. However, notification to a Bargaining Unit Member that potential corrective action could result if the Bargaining Unit Member

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continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this Paragraph.

Section 13.10 When an anonymous complaint is made against a Bargaining Unit Member and there is no corroborative evidence, then the complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report, but, he shall be notified orally or in writing of such claim.

Section 13.11 A Bargaining Unit Member and his non-employee representative who is charged with violating Police Rules and Regulations shall be provided access to all transcripts, records, written statements, video, and audio tapes. Such access shall be provided reasonably in advance of any hearing. Access to transcripts, records, written statements, video and audio tapes made or kept by the Bargaining Unit Member or his representative, which are intended to be introduced at grievance step hearings or pre-discipline hearings shall also be provided to the Employer reasonably in advance of any hearing.

Section 13.12 The Chief of Police or his designee shall be responsible for investigating all complaints, internal investigations, and Departmental charges. Prior to any disciplinary action being taken against any Bargaining Unit Member, a disciplinary hearing shall be conducted. Reasonable advance notice of a hearing date and time, as well as the charges to be heard, will be provided the Bargaining Unit Member by the Chief of Police in advance of any hearing on the charge(s). The dates and times of all subsequent hearings, meetings, or interrogations, shall be jointly set by the Employer and the Staff Representative.

DATE TENTATIVELY AGREED: November 7, 2001

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ARTICLE 14
DISCIPLINE

Section 14.1 Just Cause No bargaining unit member having completed his probationary period shall be disciplined or discharged except for just cause.

Section 14.2 Forms of Discipline Disciplinary actions are:

- A. Written warning.
- B. Written reprimand.
- C. Suspension without pay (at the option of the Bargaining Unit Member, and with the concurrence of the Employer, accrued vacation, personal, or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
- D. Discharge.

Section 14.3 Pre-Disciplinary Process Whenever the Employer determines that a Bargaining Unit Member may be disciplined for just cause that could result in suspension or a termination, a pre-disciplinary hearing will be scheduled to give the Bargaining Unit Member an opportunity to offer explanations of the alleged misconduct. Prior to the hearing, the Bargaining Unit Member shall be given written specification of the charge(s). The pre-disciplinary hearing shall be conducted within thirty (30) calendar days from the presentation to the Bargaining Unit Member of the written specification of charge(s). Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the Hearing Officer's response.

Not less than twenty-four (24) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the employee a written outline of the charge(s) which are being brought against the employee. The Bargaining Unit Member may choose to do any of the following:

- A. Appear at the hearing and present oral or written statements in his defense;
- B. Appear at the hearing and have a Bargaining Unit Member or Non-Bargaining Unit Member representative present oral or a written statement in his defense;
- C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

The Bargaining Unit Member will be permitted to confront and cross-examine any witnesses called by the Employer. A written report will be prepared by the Hearing Officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A Copy of the Hearing Officer's report will be provided to the Bargaining Unit Member within five (5) calendar days following the conference.

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Section 14.4 Appeal of Discipline Disciplinary actions and records thereof shall be maintained in each Bargaining Unit Member's personnel file throughout the period of his employment.

Written warnings and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance, provided that there is no additional disciplinary action taken against the Bargaining Unit Member in that timeframe. All other disciplinary records shall have ceased to have force and effect twenty-four (24) months from the date of issuance provided that no additional disciplinary action has been taken against the Bargaining Unit Member in that timeframe.

Bargaining Unit Members shall receive a copy of all entries of any kind in their personnel file. Bargaining Unit Members shall be permitted to insert written clarification or explanations and/or rebuttal memoranda and attach such entries to the appropriate material found in the personnel file.

Section 14.5 Pending Court Proceedings Bargaining Unit Members under indictment or arrest for a felony may be placed on unpaid leave of absence until resolution of the court proceedings. Bargaining Unit Members may use accrued paid leave time during that absence. Bargaining Unit Members found guilty by the trial court may be subject to discipline. Bargaining Unit Members found innocent of the charges shall be paid for all lost time and shall have any used paid leave time restored to their credit. Bargaining Unit Members found innocent shall have no loss of seniority.

DATE TENTATIVELY AGREED: January 16, 2002

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ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURES

Section 15.1 The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 15.2 A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The names of each member shall be attached to the grievance form.

Section 15.3 All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement between the City and the FOP. All grievances filed by Bargaining Unit Members or the Union shall be represented by the Union’s Staff Representative or his designee at all levels. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been settled in the grievant’s favor

Section 15.4 Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information:

- A. Date and time grievance occurred.
- B. Description of incident giving rise to the grievance.
- C. Articles and sections of the agreement involved.
- D. Relief requested.
- E. Signature of the employee.

Section 15.5 Disciplinary grievances involving suspension, pay, or a discharge are to be appealed directly to Step 2 of the grievance procedure as specified herein. All other grievances related to disciplinary action are to be filed at Step 1.

Section 15.6 The following steps shall be followed in the processing of a grievance:

Step 1 Within fourteen (14) calendar days of the incident or knowledge of the incident(s) which give rise to the grievance, the aggrieved employee shall submit his written grievance to his Chief, or his designee, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Chief, or his designee, shall respond in writing to the grievant within fourteen (14) calendar days of receipt of the grievance.

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Step 2 A grievance unresolved at Step 1 may be submitted by the grievant to the Office of the Mayor within seven (7) days from receipt of the Step 1 answer. It shall be the responsibility of the Mayor or his designee to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The Mayor or his designee may hold meetings to discuss the grievance.

Step 3 Grievances unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with the provisions specified herein.

Section 15.7 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days, from the date of the final answer on a grievance from Step 2, the FOP shall notify the Mayor, in writing, of its intent to seek arbitration of an unresolved grievance, and the FOP shall also file a request to arbitrate with FMCS within thirty (30) days of the final answer from Step 2.

Section 15.8 After receipt of a request to arbitrate, the Arbitrator shall be selected in the following manner; Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The FMCS shall submit a panel of seven (7) arbitrators. The parties shall alternatively strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 15.9 Authority, Limits and Responsibilities of Arbitrator The arbitrator shall have no right to amend, or recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit Member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

Section 15.10 Pre-Arbitration Meetings Either party may request, in writing, a prearbitration

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meeting and a meeting shall be conducted only by the consent of both parties. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange list of witnesses, and to exchange copies of any documents expected to be used in the arbitration hearing.

DATE TENTATIVELY AGREED: December 6, 2001

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ARTICLE 16
SENIORITY

Section 16.1 Definition "Seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee with the Canal Fulton Police Department since the member's last date of hire.

- I. The following conditions shall not constitute a break in continuous service.
 - A. Absence while on approved leave of absence;
 - B. Absence while on approved sick leave;
 - C. Military leave;
 - D. A layoff of one (1) year duration or less.

- II. The following conditions constitute a break in continuous service for which seniority is lost.
 - A. Discharge or removal for just cause;
 - B. Retirement;
 - C. Layoff for more than one (1) year;
 - D. Failure to return to work within twenty-one (21) calendar days of a recall from layoff;
 - E. Failure to return to work at the expiration for approved leave of absence;
 - F. Resignation.

Section 16.2 Seniority List The Employer shall annually prepare a seniority list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this agreement. (The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots). This list shall resolve all questions of seniority affecting employees covered under this agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within thirty (30) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

DATE TENTATIVELY AGREED: November 27, 2001

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**ARTICLE 17
PROBATIONARY PERIOD**

Section 17.1 Requirement to Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit (full-time patrol officer) covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time patrol officer regardless of prior service with the Police Department and regardless of time spent as a part-time patrol officer.

Section 17.2 Length of Probationary Period The probationary period shall begin on the first day as a full-time patrol officer for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have the probation period extended by the length of the illness or injury.

Section 17.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during the probationary period and shall have no right to appeal of the termination under the grievance procedure of this agreement or to any other forum. In all non-disciplinary matters the probationary employee is entitled to union representation including the grievance procedure.

DATE TENTATIVELY AGREED: November 27, 2001

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**ARTICLE 18
LAYOFF AND RECALL**

Section 18.1 Layoff The Employer may lay off employees for lack of funds or work, abolishment of positions, or inability to pay.

Employees shall be laid off in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Seniority shall be as set forth in Article 16.

Section 18.2 Displacement Any employee laid off from the bargaining unit position may, at his or her option, displace a permanent part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Section 18.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Police Department informed of a current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, and until twenty-one (21) days have lapsed from contact, or the employee has been contacted and the employee does not respond.

Section 18.5 Time Limits for Recall The laid off employee shall have twenty-one (21) calendar days after mailing or dispatching of said notification in which to exercise rights to recall. After the expiration of this time period, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given rights to recall.

The employee who has been properly notified by the Employer must report to work within fourteen (14) days from the date of receipt of the notification or from the expiration of the twenty-one (21) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

Section 18.6 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to complete such probationary period.

Section 18.7 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this agreement beginning at Step Two.

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Section 18.8 Training Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training within twelve (12) months of recall. Any training required in this section shall be at the Employer's expense.

DATE TENTATIVELY AGREED: November 27, 2001

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ARTICLE 19
LEAVES OF ABSENCE

The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond six (6) months at the sole discretion of the Employer.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

All fringe benefits cease while a member is on leave without pay. The member may continue the health insurance coverage at his or her own expense consistent with state and federal law.

Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists.

DATE TENTATIVELY AGREED: November 27, 2001

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ARTICLE 20
JURY DUTY LEAVE

Any employee who is called for jury duty (Federal, County, or Municipal), during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury duty service. The employee shall remit any juror's fee earned to the City.

DATE TENTATIVELY AGREED: November 7, 2001

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**ARTICLE 21
INJURY LEAVE**

Section 21.1 Any employee who is injured in the discharge or performance of his/her duty shall be entitled to receive his/her full salary during such period of injury, but in no case for a longer period than twenty-one (21) calendar days for each injury, without using accumulated sick leave.

The following conditions will apply to injury leave:

1. The employee must file a workers' compensation claim to qualify for injury leave;
2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave;
3. If the Employer still disputes the injury leave request, the employee shall submit to a physical examination conducted by a doctor chosen and paid for by the Employer;

If the doctor chosen by the Employer disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the workers' compensation claim. If the claim is allowed, the employee will be paid his injury leave. In the issue of injury leave, the decision of the Industrial Commission on the employee's workers' compensation claim will be determinative. No subsequent court decision on the workers' compensation claim will affect injury leave and the decision of the Industrial Commission will not be subject to the grievance procedure.

Section 21.2 Light Duty Light or limited duty may be authorized for any bargaining unit member under conditions set by the bargaining unit member's physician, provided the Employer has a suitable position available.

DATE TENTATIVELY AGREED: December 6, 2001

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**ARTICLE 22
FUNERAL LEAVE**

Section 22.1 If a death occurs among members of the employee's immediate family (spouse, significant other, child), such employee member shall be granted three (3) days funeral leave, consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended, within the discretion of the Chief of Police, based on individual circumstances.

Section 23.2 If a death occurs among members of the employee's family (mother, father, step-parents, parents-in-law, brother, brother-in-law, sister, sister-in-law, grandparents), such employee member shall be granted one (1) days funeral leave, consecutive and contiguous to the death, without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended, within the discretion of the Chief of Police, based on individual circumstances.

DATE TENTATIVELY AGREED: January 16, 2002

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ARTICLE 23
MILITARY LEAVE

Section 17.1 Bargaining Unit Members who either become or who are members of the Armed Forces of the United States shall be entitled to such re-employment rights as are provided under the laws of the United States, and the laws of the State of Ohio. Such Bargaining Unit Members shall be restored to their position, or a position of like seniority, status, and pay as provided for all full-time Bargaining Unit Members.

DATE TENTATIVELY AGREED: November 1, 2001

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**ARTICLE 24
SICK LEAVE**

Section 24.1 Use of Sick Leave Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; 4) the birth of a child or the adoption of a child and/or 5) doctor, dentist or other practitioner appointments for employee when such examinations cannot be scheduled during the employee's non-work hours, and, for immediately family members when the employee's presence is necessary.

Section 24.2 Sick Leave Accumulation All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount.

Section 24.3 Notification An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of the work shift each day he/she is to be absent.

Section 24.4 Approval of Sick Leave The sick leave must be documented on a sick leave form within 48 hours after use and must be approved by the Chief or his/her designee. Signature of the employee's shift supervisor must be on the form.

Section 24.5 Proof of Sick Leave Before an absence may be charged against accumulated sick leave, the Chief or his/her designee may require such reasonable explanation of illness, injury or death, or may require the employee to be examined by a physician designated by the Employer and paid for by the Employer. In any event, if an employee is absent for three (3) consecutive days the Employer may require an employee to supply a physician's report to be eligible for paid sick leave.

Section 24.6 Denial of Sick Leave Use In the event that upon such proof as is submitted or when the Employer finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 24.7 Abuse of Sick Leave Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 24.8 Return to Duty After Use of Sick Leave The Police Chief or designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he/she is able to perform the material and substantial duties of his position and that his/her return to duty will not jeopardize the health and safety of other employees.

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Section 24.9 Immediate Family The use of sick leave due to illness or injury in the immediate family, shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, parents, or other person for whom the employee has the responsibility of primary care.

Section 24.10 Sick Leave Conversion Upon Retirement Upon retirement under the Public Employees Retirement System employees may convert one-fourth of their accumulated sick leave to a maximum amount of conversion of 320 hours at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement or death the employee must have worked for the Police Department at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement or death with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the City.

Section 24.11 Application For Sick Leave Conversions at Retirement The application for the sick leave conversion payment must be made in writing, signed by the employee or his/her estate at his/her time of retirement. The conversion will be distributed to the employee or his/her estate not later than 30 days after the employee's retirement date or date of death. Payment shall be based on the employee's hourly rate of pay at the time of retirement or death.

Section 24.12 Limits of Conversion An employee is only entitled to one conversion of sick leave as an employee of the City.

Section 24.13 Increments Sick leave shall be charged in minimum increments of one (1) hour.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 25
FAMILY AND MEDICAL LEAVE

The Employer agrees to comply with the FMLA rights afforded to employees, assuming that they are eligible, as provided under the laws of the United States and the laws of the State of Ohio.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 26
HEALTH AND LIFE INSURANCE COVERAGE

Section 26.1 Medical Insurance The Employer shall offer group medical insurance coverage for each bargaining unit employee. The group medical insurance includes hospitalization, medical insurance, prescription drugs, and dental. Employees electing coverage shall pay fifteen percent (15%) of the total premium, and the Employer shall pay the balance.

Section 26.2 Life Insurance Employees shall be entitled to term life insurance in the amount of fifteen thousand dollars (\$15,000.00) for each employee.

It is agreed and understood that the schedule of benefits for employees shall be set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that the Employer may modify the terms of the insurance coverage and or change carriers in order to maintain similar health coverage.

If any changes in policies or the terms thereof occur during the duration of this Agreement, such revisions will be made available to employees prior to implementation.

Section 26.3 Vision The Employer agrees to provide vision coverage, at no expense to the employee.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 27
DRUG SCREENING

Section 27.1 Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from other administrative action.

Section 27.2 Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee, or when the employee has discharged a weapon while on duty.

Section 27.3 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

Section 27.4 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

- (a) If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.
- (b) Prior to any drug screening which is mandated, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
- (c) An employee who participates in a rehabilitation or detoxification program shall use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.

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- (d) Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.
- (e) Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- (f) If an employee refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.
- (g) Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.
- (h) For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

Section 27.5 For purpose of implementing the provisions of this Article, each Bargaining Unit Member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug-screening test. Such medical releases shall be provided by the employer.

DATE TENTATIVELY AGREED: January 16, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 28
TRADING TIME

Section 28.1 Bargaining Unit Members may at the discretion of the chief or his designee, have the right to trade work days providing the change does not interfere with the efficient operation of the Police Department. Bargaining Unit Members shall have the right to be relieved by another Bargaining Unit Member for any portion of the work day by way of verbal notification to the Chief of Police

DATE TENTATIVELY AGREED: December 18, 2001

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 29
CRITICAL INCIDENTS**

Section 29.1 For the purpose of this Article a Critical Incident shall be defined as:

Any event that occurs while on duty that has the ability to overpower the Bargaining Unit Member's ability to cope mentally, physically, or emotionally with the effects of the incident.

Section 29.2 The Employer and the FOP agree that within ninety (90) days of the execution of this Article the parties shall jointly put into effect a policy on dealing with Critical Incidents. The parties agree that this policy will be the product of joint labor/management meetings conducted at times and locations mutually agreed to by and between the parties and that all elements of the policy must be agreed upon by both the Employer and the FOP before any part of the policy may be implemented.

The parties also agree that this policy may be modified/changed from time to time as new information becomes available and that all changes/modifications to the policy must be in writing and agreed to by both parties prior to implementation of the change/modification.

Section 25.3 The Employer and the FOP agree that when a Critical Incident occurs, every effort will be made to involve the FOP Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The FOP understands and agrees that utilization of (C.I.R.S.) will be without cost to the Employer. The Employer understands and agrees any/all other cost(s) related to assisting any Bargaining Unit Member in his/her recovery from the Critical Incidents that are not covered by the Employer's medical insurance coverage shall be born entirely by the Employer.

DATE TENTATIVELY AGREED: February 21, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 30
RESIDENCY

New Bargaining Unit Members shall be required upon completion of their probationary period to live within 25 air miles of the police department as a condition of employment.

DATE TENTATIVELY AGREED: February 21, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE 31
TRAVEL TIME/MILEAGE ALLOWANCE

When an employee's duty requires him or her to travel outside of City of Canal Fulton, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his or her duty upon presentation to the Employer of receipts showing the employee's payment for same.

In no event shall the Employer be required to pay an employee more than eight (8) hours, including any travel time to, attendance at, or travel from said seminar within a twenty-four (24) period. In cases of mandatory seminars or training, employees shall be paid hour for hour.

When an employee is authorized by the Employer to travel outside of City of Canal Fulton on official business and to drive his own automobile, the Employer shall reimburse the employee for all miles actually driven for official business by the employee in his automobile at the current IRS rate.

DATE TENTATIVELY AGREED: April 5, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

**ARTICLE 32
TRAINING AND SCHOOLING**

Section 41.1 Training Each member of the bargaining unit, upon prior approval of the Chief and the Mayor or their designees, may attend seminars or specialized training, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities, and shall not be unreasonably denied.

Upon prior approval of the Chief and the Mayor or their designees, all cost associated with such training (fees, tuition, supplies and room and board) shall be paid by the Employer. In no event shall the Employer be required to pay an employee more than eight (8) hours, including any travel time to, attendance at, or travel from said seminar within a twenty-four (24) period. In cases of mandatory seminars or training, employees shall be paid hour for hour.

Section 41.2 Schooling The Employer agrees to reimburse each employee for expenses incurred including tuition, fees, and required course books, for attending an accredited college, provided that the college major is related to the employee's duties and the employee receives a B or better on a letter grade scale or a 3.0 or better on a numerical grade scale in said course. Curriculum and expenses are subject to the prior approval of the Chief or his designee. In no event shall the Employer be required to pay an employee for any travel time to, attendance at, or travel from said classes.

DATE TENTATIVELY AGREED: April 5, 2002

Tentative Agreement Between
Canal Fulton and FOP/OLC (Patrol Officers)

ARTICLE _____
DURATION

Section .1 This entire Agreement between the City of Canal Fulton and the Fraternal Order of Police, Ohio Labor Council shall begin upon execution and remain in full force and effect until December 31, 2004, and is executed by the parties herein.

Section .2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations as soon as practicable upon receipt of said notice.

In witness hereof, the parties hereto cause this Agreement to be duly executed this _____ day of _____, 2002.

DATE TENTATIVELY AGREED: February 21, 2002