

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

2004 JAN -5 A 10: 09

In the Matter of the  
Fact-Finding Between:

Before Fact Finder  
James E. Rimmel

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
PATROL OFFICERS/SERGEANTS

Case Nos.: 03-MED-09-0964  
& 03-MED-09-0965

And

Heard: 18 December 2003  
Perry Township, Ohio

PERRY TOWNSHIP TRUSTEES

Issued: 30 December 2003

---

---

Appearances<sup>1</sup>

For the FOP

Chuck Choate  
Senior Staff Representative

For the Sheriff

Charles Hall, Esquire  
Law Director

BACKGROUND

Pursuant to Ohio Revised Code Chapter 4117 and implementing Administrative Code 4117-9, this matter came on for fact-finding, the parties having arrived at impasse in their efforts to negotiate successor collective bargaining agreements covering the Township's Police Department Blue (patrolmen and detectives) and Gold (sergeants) Units. While the parties previously met on 7 and 14 November 2003 during which a number of tentative agreements were arrived at, agreements that are incorporated herein and made a part hereof as Exhibit #1, there remained a considerable number of issues in dispute. It is these issues that are now before me for consideration and recommendation. In arriving at an appropriate

---

<sup>1</sup> Local representatives from the local bargaining units opted to not appear at and/or participate in this hearing, apparently being disturbed over Township positions and "tactics." This reality placed both party Advocates, as well as this Fact-Finder, in the position of having to proceed without benefit of possible relevant testimony/argument. Stated simply, any void in this record is the sole product of an ill-advised boycott of the scheduled fact-finding hearing.

recommendation for each of these issues, the following factors were taken into consideration as prescribed by O.R.C. Section 4117.14 (c) (4) (e) and Ohio Administrative Code 4117-9-05 (K):

Past collective bargained agreements, if any, between the parties;

Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

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;

The lawful authority of the public employer;

The stipulations of the parties;

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

At hearing, both parties were provided an opportunity to proffer argument, testimony and/or other evidence, with both availing themselves to those opportunities to the extent available to each. In any event, that proffered by the parties, as well as the afore-quoted guidelines, were taken into consideration in arriving at the following recommendations, recommendations proffered as possible resolutions of the issues remaining in dispute.

1. ARTICLE 23 – SECTION 23.6

FOP PROPOSAL:

The FOP seeks to retain current contract language, language which calls for the payment of “an additional stipend of seventy-five cents (\$.75) per hour for each hour worked during the adjustment period.”

TOWNSHIP PROPOSAL:

The township seeks to eliminate the current stipend

RECOMMENDATION:

THE LANGUAGE SET FORTH UNDER THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES SHOULD BE CARRIED OVER UNCHANGED IN THEIR SUCCESSOR AGREEMENT.

RATIONALE: Given the infrequency of the stipend referenced in this paragraph being actually paid over the prior Agreement and other considerations dealt with elsewhere under these recommendations, there simply is not a cogent basis for recommending the requested change of Township. While one might question the need for a provision which has been used less than a half dozen times during the 36 month term of the current agreement, a mere desire to terminate such does not carry the day.

2. ARTICLE 24 – SECTION 24.2

FOP PROPOSAL:

The FOP seeks a thirty-three percent (33%) increase from three to four hours as a “minimum” for “court duty, not in conjunction with regularly scheduled duty, in response to a subpoena or similar writ commanding appearance at criminal, quasi-criminal or civil court arising out of any incident while on duty as an employee of the Township ....”

TOWNSHIP PROPOSAL:

The Township seeks to maintain the current three hour minimum under these provisions.

**RECOMMENDATION:**

THE LANGUAGE SET FORTH UNDER THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES SHOULD BE CARRIED OVER UNCHANGED IN THEIR SUCCESSOR AGREEMENT.

**RATIONALE:** Inasmuch as officers are guaranteed payment for all time spent “in response to a subpoena or similar writ commanding appearance at criminal, quasi-criminal or civil court arising out of any incident while on duty as an employee of the Township” with a minimum guarantee of three (3) hours pay, there simply is no need to increase this minimum guarantee. Put simply, the Township’s overall financial situation does not allow for a recommendation calling for additional pay for time not worked.

3. **ARTICLE 25 – SECTION 25.3**

**FOP PROPOSAL:**

The FOP seeks two additional holidays to be taken on an ad hoc basis as personal days during each year.

**TOWNSHIP PROPOSAL:**

The Township seeks to keep the current ten holidays under the parties’ successor agreement.

**RECOMMENDATION:**

EFFECTIVE 1 JANUARY 2005, BARGAINING UNIT EMPLOYEES WILL BE PERMITTED TO TAKE UP TO TWO (2) PERSONAL DAYS EACH YEAR WITH THE APPROVAL OF THE CHIEF PROVIDED THAT A REQUEST, ABSENT BONAFIDE EMERGENCY, IS MADE AT LEAST 48 HOURS PRIOR TO THE REQUESTED PERSONAL

DAY. IT IS UNDERSTOOD THAT APPROVAL WILL NOT BE UNREASONABLY WITHHELD BUT, IN THE FINAL ANALYSIS, THE CHIEF WILL HAVE DISCRETION WHETHER TO APPROVE OR DISAPPROVE PERSONAL LEAVE. IT IS UNDERSTOOD FURTHER THAT EMPLOYEES SEEKING PERSONAL LEAVE WILL BE PROVIDED SUCH FROM ACCRUED SICK LEAVE WITHOUT THE NECESSITY OF ESTABLISHING ACTUAL ILLNESS. EMPLOYEES WITHOUT SUFFICIENT ACCRUED SICK LEAVE TO COVER THE REQUESTED TIME OFF WILL BE AUTOMATICALLY DENIED SUCH.

RATIONALE:

While the FOP advanced certain reasonable arguments as to the appropriateness of this additional benefit, it appeared to be more reasonable in the final analysis to accommodate this request without the Township incurring additional holiday costs. It is for that reason the above recommendation has been proffered.

4. ARTICLE 26 – SECTION 26.1

FOP PROPOSAL:

The FOP seeks to retain the current vacation schedule for all bargaining unit personnel.

TOWNSHIP PROPOSAL:

The Township requests that a new vacation schedule be provided for those employees hired after the effective date of the parties' successor collective bargaining agreement.

RECOMMENDATION:

EFFECTIVE 1 JANUARY 2004, PROVIDE A SECOND SCHEDULE OF VACATION ELIGIBILITY FOR THOSE HIRED ON OR AFTER THIS DATE:

LENGTH OF SERVICE

AFTER ONE (1) YEAR  
AFTER FIVE (5) YEARS  
AFTER TEN (10) YEARS

NUMBER OF WEEKS

TWO (2) WEEKS  
THREE (3) WEEKS  
FOUR (4) WEEKS

FOR THOSE HIRED PRIOR TO 1 JANUARY 2004, THE VACATION SCHEDULE PROVIDED UNDER THE CURRENT AGREEMENT IS TO BE CONTINUED UNDER THE PARTIES SUCCESSOR AGREEMENT.

RATIONALE: Through means of grand fathering, the Township will be permitted to move toward vacation schedule consistency throughout for all employees, bargaining and non bargaining, while at the same time, not taking anything away from existing bargaining unit members. Such an approach allows for a win-win result for all involved here.

5. ARTICLE 27 – SECTIONS 27.6, 27.10 AND 27.11:

FOP PROPOSAL – SECTION 27.6 :

The FOP seeks to retain current contract language hereunder where “the Chief or his designee may require such proof of illness or injury as may be satisfactory to the Chief . . . [b]efore an absence in excess of five (5) consecutive days may be charged against accumulated sick leave.”

TOWNSHIP PROPOSAL:

The Township requests that the five (5) day period under this proviso be reduced to three (3).

RECOMMENDATION – SECTION 27.6:

THAT SET OUT UNDER THE CURRENT AGREEMENT UNDER SECTION 27.6 SHOULD BE CONTINUED UNCHANGED IN THE PARTIES’ SUCCESSOR AGREEMENT.

**RATIONALE:**

While the Township argued that there exists a reasonable basis to make this change in order to address alleged sick leave abuse, evidence of record does not suffice to warrant the change requested here, especially in light of other more pressing, more onerous demands/proposals.

**FOP PROPOSAL – SECTION 27.10:**

The FOP seeks to retain current contract language providing: “[u]pon the death or retirement of a full-time employee who has not less than ten (10) years of continuous service with the employer, such employee, or his heirs, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement or death multiplied by the total number of accumulated but unused sick days earned by the employee as certified by the Township-Clerk paid in excess of ninety (90) days. The Township Clerk shall cash out any accumulated sick leave in excess of ninety (90) days during the first pay period of each year of this Agreement for each Bargaining Unit Member.”

**TOWNSHIP PROPOSAL – SECTION 27.10:**

The Township requests these provisions be changed to provide a pay-out of a maximum of 30 days for those who retire or die with ten (10) or more years of service with the Township.

**RECOMMENDATION – SECTION 27.10:**

**THE FOLLOWING LANGUAGE SHOULD BE SUBSTITUTED FOR THAT CURRENTLY FOUND UNDER THIS SECTION OF THE PARTIES’ AGREEMENT: “UPON THE DEATH OR RETIREMENT OF A BARGAINING UNIT MEMBER WHO HAS NOT LESS THAN TEN (10) YEARS OF CONTINUOUS SERVICE WITH THE EMPLOYER, SUCH EMPLOYEE, OR HIS HEIRS, SHALL BE**

ENTITLED TO RECEIVE A CASH PAYMENT EQUAL TO HIS DAILY RATE OF PAY AT THE TIME OF RETIREMENT OR DEATH MULTIPLIED BY THE TOTAL NUMBER OF ACCUMULATED BUT UNUSED SICK LEAVE DAYS EARNED BY THE EMPLOYEE AS CERTIFIED BY THE TOWNSHIP CLERK UP TO A MAXIMUM OF THIRTY (30) DAYS, TWO HUNDRED AND FORTY (240) HOURS. THE TOWNSHIP CLERK SHALL CASH OUT ANY ACCUMULATED SICK LEAVE UP TO A MAXIMUM OF THIRTY (30) DAYS DURING THE FIRST PAY PERIOD OF EACH YEAR OF THIS AGREEMENT FOR EACH BARGAINING UNIT MEMBER.”

RATIONALE:

Given the accrued sick leave of existing personnel, this change, in reality, provides greater benefit than that currently available under existing language. The change also allows for more exact planning and arguably precise accrual of liability for the Township.

FOP PROPOSAL – SECTION 27.11:

The FOP seeks the deletion of this Section from the parties’ successor collective bargaining agreement.

TOWNSHIP PROPOSAL – SECTION 27.11:

The Township requests that the current contract language reading: “[a]n employee eligible for cash payment pursuant to the proceeding section may at his option elect to take an early retirement with the monetary value of such cash payment being applied toward said early retirement.”

RECOMMENDATION – SECTION 27.11:

THE CURRENT CONTRACTUAL LANGUAGE SET OUT UNDER THIS SECTION SHOULD BE CONTINUED IN THE PARTIES’ SUCCESSOR AGREEMENT.

RATIONALE:

Given the change recommended under Section 27.10, the Union's concerns with this paragraph have been rendered moot. In fact, it appears to me that this language is a benefit in either case for those seeking early retirement.

6. ARTICLE 23 – SECTIONS 33.2, 33.3 AND 33.4:

FOP PROPOSAL – SECTION 33.2:

The FOP seeks wage increases of 6%, 5% and 5%, respectively, effective 1 January 2004, 1 January 2005 and 1 January 2006.

TOWNSHIP PROPOSAL – SECTION 33.2:

The Township proffers the following for wage proposal under a successor three (3) year agreement, 0% for 2004; 2.5 % for 2005; and, 2.5% for 2006.

RECOMMENDATION – SECTION 33.2:

EFFECTIVE 1 JANUARY OF EACH YEAR OF THE PARTIES SUCCESSOR AGREEMENT, THE BASE PAY RATE FOR EACH CLASSIFICATION FOR ALL BARGAINING UNIT MEMBERS SHALL BE ADJUSTED BY THREE PERCENT (3%).

RATIONALE:

While I recognize the Township's economic situation has taken a turn for the worse, with various forms of uncertainty arising from closure of local businesses and a pending replacement levy, such cannot be considered in a vacuum, especially given expected additional out-of-pocket expense for bargaining unit employees under the insurance

recommendation to follow, as well as cost of living increases and other factors warrant this recommendation. This is especially so given the prior six year history of increases that exceed that being recommended here. In noting this latter point, however, I would emphasize to the Bargaining Units that these recommendations may, in the final analysis, prompt future layoffs, especially if the replacement levy is not approved by Township citizens.

**FOP PROPOSAL - SECTION 33.3:**

The FOP seeks a 16 % rate differential in rank premium for gold unit employees.

**TOWNSHIP PROPOSAL – SECTION 33.3:**

The Township seeks what it believes to be a 12% differential in rank premium under this Section of the current Agreement to be continued over the next three (3) years.

**RECOMMENDATION – SECTION 33.3:**

**EFFECTIVE 1 JANUARY 2004, THE DIFFERENTIAL BETWEEN THE HIGHEST PAID PATROL OFFICER AND SERGEANTS SHALL BE INCREASED TO FOURTEEN PERCENT (14%). EFFECTIVE 1 JANUARY 2006, THE RANK DIFFERENTIAL BETWEEN THE HIGHEST PAID PATROL OFFICER AND SERGEANTS SHALL BE INCREASED TO FIFTEEN PERCENT (15%). IN ADDITION, THE PARTIES' AGREEMENT SHOULD BE CHANGED TO PROVIDE THE FOLLOWING CONTRACTUAL LANGUAGE: "THE BASE SALARY OF A PATROLMAN, FOR THE PURPOSE OF THIS AGREEMENT, SHALL BE THE SUM OF:**

- A. THE BASE SALARY DEFINED BY THE PATROLMEN'S COLLECTIVE BARGAINING AGREEMENT IN EFFECT AT ANY GIVEN TIME**
- B. ANY OTHER BENEFIT(S) OR COMPENSATION(S) GRANTED TO THE PATROLMAN (WHETHER OR NOT THEY APPEAR IN THE PATROLMEN'S COLLECTIVE BARGAINING AGREEMENT) THAT ARE CONSIDERED TAXABLE INCOME TO A PATROLMAN.**

**RATIONALE:**

It is commonly recognized in wage and salary administration that in order to avoid rate compression and thus dissuade individuals from taking a promotion, a 15% differential is, in the final analysis, appropriate between pay grades/ranks.

**FOP PROPOSAL – SECTION 33.4:**

The FOP seeks retention of the current contract language under this Section, the second and third paragraphs thereof, reading: “[t]wenty-four (24) hours of additional police department continuing education must meet the prior approval of the Chief or his designee and shall not include any federal, state, or departmental mandated in-service training, classes, qualifications, or updates, but shall include interdepartmental training, classes, qualifications or updates which are not so mandated.... Credit shall be given for time actually spent in class, workshop or training. Credit shall not be given for travel time, meal breaks, recesses, or overnight stays. Costs of seminars shall be reimbursed to the candidate upon completion pursuant to Article 31.”

**TOWNSHIP PROPOSAL – SECTION 33.4:**

The Township seeks what it believes is clarifying language under this Section as to what was intended to be covered under the optional twenty-four hours of training, etc.

**RECOMMENDATION – SECTION 33.4:**

**THE FOLLOWIING LANGUAGE SHOLD BE SUBSTIUED FOR  
THAT CURRENTLY FOUND UNDER SECTION 33.4:**

**THE CRITERIA FOR BARGAINING UNITMEMBERS TO QUALIFY  
FOR SENIOR OFFICER BONUS (\$1,500.00) PAYABLE BY  
DECEMBER 15 OF EACH YEAR SHALL BE FOUR (4) YEARS OF  
SERVICE COMPELTED WITH THE PERRY TOWNSHIP POLICE**

DEPARTMENT AND THE COMPLETION OF TWENTY-FOUR (24) HOURS OF ADDITIONAL RELATED CONTINUING EDUCATION BY DECEMBER 1 OF EACH YEAR OF THIS AGREEMENT.

THE TWENTY-FOUR (24) HOURS OF ADDITIONAL POLICE DEPARTMENT CONTINUING EDUCATION MUST HAVE THE PRIOR APPROVAL OF THE CHIEF OR HIS DESIGNEE, SHALL BE COMPLETED DURING THE OFFICER'S PERSONAL TIME (I.E.: PERSONAL DAY, VACATION DAY, COMPENSATORY TIME OFF, ETC.), AND SHALL NOT INCLUDE ANY FEDERAL, STATE OR DEPARTMENTAL MANDATED IN-SERVICE TRAINING, CLASSES, QUALIFICATIONS OR UPDATES, BUT MAY INCLUDE INTERDEPARTMENTAL TRAINING CLASSES, QUALIFICATIONS OR UPDATES WHICH ARE NOT SO MANDATED.

CREDIT SHALL BE GIVEN FOR TIME ACTUALLY SPENT IN CLASS, WORKSHOP OR TRAINING SESSION. CREDIT SHALL NOT BE GIVEN FOR TRAVEL TIME, MEAL BREAKS, RECESSES, OR OVERNIGHT STAYS. COSTS OF SEMINARS SHALL BE REIMBURSED TO THE OFFICER UPON COMPLETION PURSUANT TO ARTICLE 31.

RATIONALE:

The changing of the term "candidate" to "officer" in the last paragraph of the above simply is of a housekeeping nature and does not, in reality, change the import of that provision. As for the substitution of the word "may" for "shall," such is consistent with the approval language that presently exists and thus removes any ambiguity as to what may or may not be covered under this Section.

7. ARTICLE 34 – SECTION 34.1:

FOP PROPOSAL:

The FOP seeks the continuance of the current health insurance program with no additional out-of-pocket costs for its members.

TOWNSHIP PROPOSAL:

The Township proposes that FOP bargaining unit personnel be required, as others within the Township, to share in the costs of future health insurance premium increases.

RECOMMENDATION:

THE FOLLOWING IS TO BE SUBSTITUTED FOR THAT PRESENTLY SET OUT UNDER ARTICLE 34, SECTION 34.1:

THE EMPLOYER WILL PROVIDE AND PAY FOR HOSPITALIZATION, MAJOR MEDICAL AND OTHER MEDICAL SERVICES COVERAGE ON BEHALF OF EACH MEMBER OF THE BARGAINING UNIT, THEIR SPOUSE AND DEPENDENT CHILDREN. THE MAJOR MEDICAL, HOSPITALIZATION, INSURANCE BENEFIT PACKAGE SHALL BE THE AULTCARE GROUP PURCHASING PLAN I, OR EQUIVALENT. ANY PREMIUM INCREASE DURING THE TERM OF THIS AGREEMENT GREATER THAN EIGHT PERCENT (8%) FOR ANY ONE PREMIUM YEAR SHALL BE PAID BY ALL COVERED TOWNSHIP PERSONNEL, BARGAINED AND NON-BARGAINED, FOR PLAN PARTICIPANTS. THE LEVEL OF BENEFIT COVERAGE SHALL BE EQUAL TO OR GREATER THAN COVERAGE PROVIDED UNDER THE PLAN IN EFFECT AT THE DATE OF THE RATIFICATION OF THIS COLLECTIVE BARGAINING AGREEMENT. ANY CHANGES IN PROVIDERS OR THIRD PARTY ADMINISTRATORS SHALL BE FIRST APPROVED BY THE FOP. SUCH ASSENT AND APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE BARGAINING UNIT PERSONNEL WILL BE RESPONSIBLE FOR PAYMENT OF INSURANCE PREMIUMS AT A RATE OF NO GREATER THAN \$30.00 PER MONTH DURING THE TERM OF THIS AGREEMENT

IN ADDITION, THE PARTIES' SUCCESSOR AGREEMENT SHOULD BE AMENDED UNDER ARTICLE 13, SECTION 13.1 TO INCLUDE UNDER THE LISTING THEREIN THE MATTER OF HEALTH INSURANCE COVERAGE, PROVIDERS, AND RELATED ISSUES.

RATIONALE:

Given the ever-continuing and substantial increases in the cost of this benefit, as well as the trend of shared liability, that suggested by the Township is in order. It must be remembered that the wage recommendation, especially that which goes beyond that being recommended by the Township in the first year, has been made in anticipation of the impact of this change. It should be also noted there will be no out-of-pocket premium costs for bargaining unit members during 2004 inasmuch as the agreed-to premium has already been established.

8. ARTICLE 35 – SECTIONS 35.1, 35.2 AND 35.3 AND 35.5:

FOP PROPOSAL – SECTION 35.1:

The FOP proposes that the initial phrase under this Section, i.e., “[e]ffective January 1, 2001” be deleted.

TOWNSHIP PROPOSAL – SECTION 35.1:

The Township concurs with this FOP proposal.

RECOMMENDATION – SECTION 35.1:

THE PROVISIONS OF THE CURRENT ARTICLE SHOULD BE AMENDED TO DELETE THE INTRODUCTORY PHRASE READING “[E]FFECTIVE JANUARY 1, 2001.” OTHERWISE THIS PROVISION SHOULD REMAIN UNCHANGED UNDER THE PARTIES’ SUCCESSOR AGREEMENT

FOP PROPOSAL – SECTION 35.2:

The FOP proposes that, like Section 35.1, the initial phrase be deleted from the contract language. In addition, it seeks a \$200.00 a year increase in the annual uniform allowance bringing said allowance to \$1,000.00.

TOWNSHIP PROPOSAL – SECTION 35.2:

Like before the Township does not oppose the recommended deletion. It does, however, oppose any increase in employee uniform allowance.

RECOMMENDATION – SECTION 35.2:

THE EXISTING PROVISION SHOULD BE AMENDED TO DELETE THE INTRODUCTORY PHRASE READING “[E]FFECTIVE JANUARY 1, 2002.” OTHERWISE THIS PROVISION SHOULD REMAIN UNCHANGED FOR THE INITIAL YEAR OF THE PARTIES’ SUCCESSOR AGREEMENT. ADDITIONALLY, THE FOLLOWING LANGUAGE SHOULD BE INSERTED:

EFFECTIVE 1 JANUARY 2005 ALL NON-PROBATIONARY MEMBERS OF THE BARGAINING UNIT SHALL RECEIVE AN ANNUAL UNIFORM ALLOWANCE IN THE AMOUNT OF EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$850.00). EFFECTIVE 1 JANUARY 2006 ALL NON-PROBATIONARY MEMBERS OF THE BARGAINING UNIT SHALL RECEIVE AN ANNUAL UNIFORM ALLOWANCE IN THE AMOUNT OF NINE HUNDRED AND 00/100 DOLLARS (\$900.00).

RATIONALE: These increases represent modest additional cost for the Township and recognize that the cost of uniforms, like health insurance, will continue to increase.

FOP PROPOSAL – SECTIONS 35.3 AND 35.5:

The FOP seeks what it believes to be modest increases of \$25.00 and \$50.00 under these respective Sections.

TOWNSHIP PROPOSAL – SECTIONS 35.3 AND 35.5:

The Township opposes any increase in either of these Sections.

RECOMMENDATION – SECTIONS 35.3 AND 35.5:

THE EXISTING PROVISIONS AS SET OUT UNDER THESE SECTIONS SHOULD BE CONTINUED UNCHANGED IN THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

RATIONALE: Given that recommended above with respect to added uniform allowance, no further adjustment is warranted at this time in these other areas.

9. ARTICLE 36 – SECTION 36.4

FOP PROPOSAL:

The FOP requests the contract language under this Section be carried forward unchanged in the parties' successor agreement.

TOWNSHIP PROPOSAL

The Township seeks what it believes to be clarifying provisions under this Section relative to what the parties have always intended to cover in the area of travel time to and from training sessions.

RECOMMENDATION:

THE EXISTING LANGUAGE UNDER THE PARTIES' AGREEMENT SHOULD BE REPLACED BY THE FOLLOWING: "THE EMPLOYER SHALL PAY THE EMPLOYEE FOR ALL TIME TRAVELING TO AND FROM SCHOOLING OUTSIDE THE LIMITS OF THE TOWNSHIP. ALL VERIFIED FLAT RATE FEES, TUITION, LODGING AND RELATED EXPENSES, SHALL BE PAID IN ADVANCE TO THE VENDOR. THE EMPLOYEE SHALL BE PAID REASONABLE TRAVEL TIME IN ADDITION TO THE CLASS TIME FOR ANY ONE-DAY SCHOOL. AN EMPLOYEE REQUIRED TO ATTEND SCHOOLING ON A NON-SCHEDULED WORKDAY SHALL BE COMPENSATED FOR HOURS ACTUALLY IN SCHOOL, NOT TO EXCEED EIGHT (8) HOURS PAY FOR CLASS TIME AT THE EMPLOYEE'S REGULAR HOURLY RATE."

RATIONALE:: While I realize there was some concern expressed by the FOP concerning the import of this recommended change, in reality that concern was not well founded for the underscored emphasis under the afore-language recommendation makes it clear that reasonable travel time is to be compensated for in addition to class time.

10. ARTICLE 39 – SECTION 39.3:

FOP PROPOSAL:

The FOP seeks to change the "credit [for] the handler [receives from] one (1) hour compensatory time each week as compensation for caring for the canine while off duty" to one (1) per day.

TOWNSHIP PROPOSAL:

The Township proposes that the current one (1) compensatory stipend be continued under the parties' successor agreement.

**RECOMMENDATION:**

THE CURRENT LANGUAGE UNDER THIS SECTION SHOULD BE CONTINUED IN THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:** The absence of local FOP representatives at the hearing effectively denied my consideration of the merits of this proposal, a proposal that calls for increasing this benefit from 51.6 to 365 hours per year. In any event, this type of cost increase cannot be recommended in a vacuum. Nor, does this record demonstrate the Township would be able to effectively deal with the resulting inequity in comp hours, etc. There are also FLSA issues which have not been properly addressed in this instance.

**NEW ARTICLE – LONGEVITY PAY**

**FOP PROPOSAL:**

The FOP seeks to reestablish a benefit it traded under the current agreement for other benefits/wages.

**TOWNSHIP PROPOSAL:**

The Township opposes a longevity benefit especially given its projected financial condition.

**RECOMMENDATION:**

THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT SHOULD NOT CONTAIN ANY PROVISIONS DEALING WITH THE MATTER OF LONGEVITY PAY.

RATIONALE: Given the overall economic climate within the Township, including suspect and dwindling sources of revenue, a benefit of this nature simply cannot be accorded bargaining unit members at this time.



JAMES E. RIMMEL  
FACT-FINDER

EX "1"

**PERRY TOWNSHIP**  
**PATROLMEN**  
**TENTATIVE AGREEMENTS**

## ARTICLE 2

### RECOGNITION

#### Section 2.1 Bargaining Unit

The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in both bargaining units. The bargaining units for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on ~~April 29, 1993 (Case No. 98-REP-09-0220) and (Case No. 98-REP-09-0221)~~ \_\_\_\_\_ (Case No. \_\_\_\_\_ and (Case No. \_\_\_\_\_). This Agreement includes all full-time employees holding the rank of Detective, Patrol Officer, and Sergeants on the Perry Township Police Department. The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the OLC of any changes in the classification which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

#### Section 2.2 Resolution of Dispute

In the event of a dispute between the parties as to future inclusion or exclusion 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.

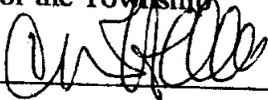
#### Section 2.3 Bargaining Unit Work

The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit members and special duty work assignments, shall first be offered to those bargaining unit members who normally perform the work before it may be offered to non-bargaining unit members.

This Article shall also apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

For the Township

  
\_\_\_\_\_

Date: 11/7/04

For the FOP

  
\_\_\_\_\_

Date: 11.7.03

**ARTICLE 41**

**DURATION OF AGREEMENT**

**Section 41.1** This Agreement shall be effective January 1, ~~2001~~ **2004**, and shall remain in full force and effect until December 31, ~~2003~~ **2006**.

**Section 41.2** If either party desires to make any changes in the Agreement for a period subsequent to December 31, ~~2003~~ **2006**, notice of such desire shall be given prior to October 1, ~~2002~~ **2006**. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

For the Township



Date: 11/7/2003

For the FOP



Date: 11-7-03

**PERRY TOWNSHIP**  
**SERGEANT'S**  
**TENTATIVE AGREEMENTS**

**ARTICLE 41**

**DURATION OF AGREEMENT**

**Section 41.1** This Agreement shall be effective January 1, ~~2001~~ **2004**, and shall remain in full force and effect until December 31, ~~2003~~ **2006**.

**Section 41.2** If either party desires to make any changes in the Agreement for a period subsequent to December 31, ~~2003~~ **2006**, notice of such desire shall be given prior to October 1, ~~2002~~ **2006**. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

For the Township

  
\_\_\_\_\_  
Date: 11/07/2004

For the FOP

  
\_\_\_\_\_  
Date: 11-7-03

**ARTICLE 41**

**DURATION OF AGREEMENT**

**Section 41.1** This Agreement shall be effective January 1, ~~2001~~ **2004**, and shall remain in full force and effect until December 31, ~~2003~~ **2006**.

**Section 41.2** If either party desires to make any changes in the Agreement for a period subsequent to December 31, ~~2003~~ **2006**, notice of such desire shall be given prior to October 1, ~~2002~~ **2006**. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

For the Township

  
\_\_\_\_\_  
Date: 11/07/2004

For the FOP

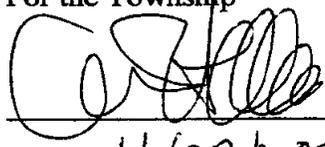
  
\_\_\_\_\_  
Date: 11-7-03

**ARTICLE 20**  
**PROMOTIONAL EXAMS**  
**PROMOTIONS**

~~Section 20.1~~ When the Employer determines that a vacancy exists in an existing position of rank, and determines to fill said vacancy the procedure shall be by a combination of competitive examination and seniority.

**Section 20.1** Should the Employer determine to create a new position of rank, i.e., Lieutenant or other title, higher than that of a sergeant, said position shall be filled by way of internal promotion utilizing a procedure of a combination of competitive examination and seniority.

**Section 20.2** Promotions to such vacancy shall be by objective, competitive examination from a reputable test preparer agency, such as but not limited to Case Western Reserve University. Bargaining unit members who participate in the competitive examination shall receive one (1) additional bonus point for each year of completed service with the Employer not to exceed a total of twenty (20) bonus points.

For the Township  
  
Date: 11/07/2023

For the FOP  
  
Date: 11-7-23

**ARTICLE 20**

**PROMOTIONAL EXAMS  
PROMOTIONS**

~~Section 20.1~~ When the Employer determines that a vacancy exists in an existing position of rank, and determines to fill said vacancy the procedure shall be by a combination of competitive examination and seniority.

**Section 20.1** Should the Employer determine to create a new position of rank, i.e., Lieutenant or other title, higher than that of a sergeant, said position shall be filled by way of internal promotion utilizing a procedure of a combination of competitive examination and seniority.

**Section 20.2** Promotions to such vacancy shall be by objective, competitive examination from a reputable test preparer agency, such as but not limited to Case Western Reserve University. Bargaining unit members who participate in the competitive examination shall receive one (1) additional bonus point for each year of completed service with the Employer not to exceed a total of twenty (20) bonus points.

For the Township

  
\_\_\_\_\_  
Date: 11/07/2003

For the FOP

  
\_\_\_\_\_  
Date: 11-7-03

## ARTICLE 13

### LABOR MANAGEMENT AND SAFETY COMMITTEE

**Section 13.1** The Labor Management and Safety Committee shall consist of three (3) representatives from the Employer, one of which must be the Chief of Police or his designee, and ~~three (3)~~ **one (1)** representatives of the bargaining units. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose of:

1. To disseminate general information of interest to the parties.
2. To give the FOP Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Township and the FOP in the best interest of the community.
5. To discuss safety and health issues of the Department.

**Section 13.2** Occupational safety and health is a mutual concern of the FOP and the Employer. The FOP will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

**Section 13.3** The Employer and the FOP shall comply with all applicable Federal and State laws, rules, and regulations with regard to safety.

**Section 13.4** All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to Police operations to the Chief of Police. No bargaining unit member shall be subject to any disciplinary action for such reporting.

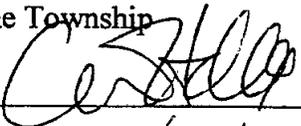
**Section 13.5** If the unsafe condition remains uncorrected after five (5) calendar days, it may be subject to the Grievance and Arbitration procedure of this Agreement.

**Section 13.6** The Employer shall not instruct any bargaining unit member to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the Officer in charge at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer's decision is subject to the Grievance and Arbitration procedure.

**Section 13.7** The FOP recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management and Safety Committee for discussion.

**Section 13.8** All bargaining unit members of the Labor Management and Safety Committee shall be paid at their regular rate of pay while performing committee duties on a no loss, no gain basis.

For the Township

  
\_\_\_\_\_

Date: 11/07/2003

For the FOP

  
\_\_\_\_\_

Date: 11-7-03

## ARTICLE 13

### LABOR MANAGEMENT AND SAFETY COMMITTEE

**Section 13.1** The Labor Management and Safety Committee shall consist of three (3) representatives from the Employer, one of which must be the Chief of Police or his designee, and ~~three (3)~~ **one (1)** representatives of the bargaining units. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose of:

1. To disseminate general information of interest to the parties.
2. To give the FOP Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Township and the FOP in the best interest of the community.
5. To discuss safety and health issues of the Department.

**Section 13.2** Occupational safety and health is a mutual concern of the FOP and the Employer. The FOP will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

**Section 13.3** The Employer and the FOP shall comply with all applicable Federal and State laws, rules, and regulations with regard to safety.

**Section 13.4** All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to Police operations to the Chief of Police. No bargaining unit member shall be subject to any disciplinary action for such reporting.

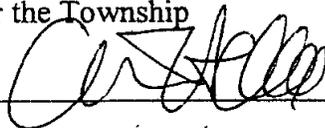
**Section 13.5** If the unsafe condition remains uncorrected after five (5) calendar days, it may be subject to the Grievance and Arbitration procedure of this Agreement.

**Section 13.6** The Employer shall not instruct any bargaining unit member to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the Officer in charge at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer's decision is subject to the Grievance and Arbitration procedure.

**Section 13.7** The FOP recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management and Safety Committee for discussion.

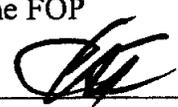
**Section 13.8** All bargaining unit members of the Labor Management and Safety Committee shall be paid at their regular rate of pay while performing committee duties on a no loss, no gain basis.

For the Township

  
\_\_\_\_\_

Date: 11/07/2003

For the FOP

  
\_\_\_\_\_

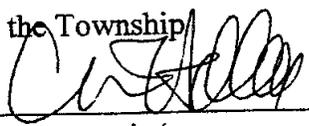
Date: 11-7-03

**ARTICLE 11**

**PROBATIONARY PERIODS**

~~Section 11.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day 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 shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.~~

**Section 11.21** A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his original position with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

For the Township  
  
Date: 11/07/2003

For the FOP  
  
Date: 11-7-03

**ARTICLE 11**

**PROBATIONARY PERIODS**

~~Section 11.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day 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 shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.~~

**Section 11.21** A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his original position with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

For the Township



Date:

11/07/2003

For the FOP



Date:

11-7-03

## ARTICLE 5

### OLC REPRESENTATION

**Section 5.1** Non-employee representation of the OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 5.2** Release time shall be granted for members of the Negotiating, Grievance, and Labor Management and Safety Committees in compensation for hours spent by each member in negotiations, grievance hearings, or other such meetings.

**Section 5.3** The OLC may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings.

**Section 5.4** Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the OLC as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

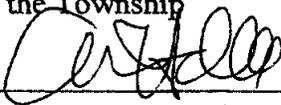
Upon advanced approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours ~~per person~~ each week for a ~~maximum of three (3) members~~ **one member** of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

**Section 5.5** The Bargaining Unit Members selected as OLC delegates shall be authorized an aggregate of two (2) work days of paid leave per calendar year for delegates to use any time during the year to attend OLC functions such as, but not limited to, conventions, educational meetings, or conferences. The Employer shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend OLC functions in addition to the above mentioned two (2) days.

The OLC may utilize all aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave, no more than one (1) employee is designated by the OLC for said leave at any given time.

**Section 5.6** The OLC shall have use of suitable bulletin boards for the posting of OLC notices or other materials. The boards shall be identified with the name of the OLC and the OLC may designate persons responsible therefore.

For the Township



Date: 11/07/2003

For the FOP



Date: 11-7-03

## ARTICLE 5

### OLC REPRESENTATION

**Section 5.1** Non-employee representation of the OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 5.2** Release time shall be granted for members of the Negotiating, Grievance, and Labor Management and Safety Committees in compensation for hours spent by each member in negotiations, grievance hearings, or other such meetings.

**Section 5.3** The OLC may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings.

**Section 5.4** Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the OLC as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

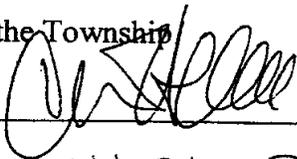
Upon advanced approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours ~~per person~~ each week for ~~a maximum of three (3) members~~ **one member** of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

**Section 5.5** The Bargaining Unit Members selected as OLC delegates shall be authorized an aggregate of two (2) work days of paid leave per calendar year for delegates to use any time during the year to attend OLC functions such as, but not limited to, conventions, educational meetings, or conferences. The Employer shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend OLC functions in addition to the above mentioned two (2) days.

The OLC may utilize all aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave, no more than one (1) employee is designated by the OLC for said leave at any given time.

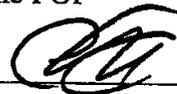
**Section 5.6** The OLC shall have use of suitable bulletin boards for the posting of OLC notices or other materials. The boards shall be identified with the name of the OLC and the OLC may designate persons responsible therefore.

For the Township



Date: 11/07/2003

For the FOP



Date: 11-7-03

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Bargaining Unit**

The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in ~~the both~~ bargaining units. The bargaining units for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on ~~April 29, 1993 (Case No. 98-REP-09-0220) and (Case No. 98-REP-09-0221)~~ \_\_\_\_\_ (Case No. \_\_\_\_\_ and (Case No. \_\_\_\_\_). This Agreement includes all full-time employees holding the rank of ~~Detective, Patrol Officer, and~~ Sergeants on the Perry Township Police Department. The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the OLC of any changes in the classification which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

**Section 2.2 Resolution of Dispute**

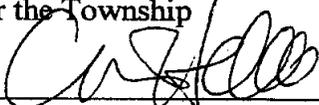
In the event of a dispute between the parties as to future inclusion or exclusion from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

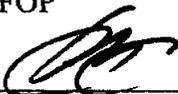
**Section 2.3 Bargaining Unit Work**

The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit members and special duty work assignments, shall first be offered to those bargaining unit members who normally perform the work before it may be offered to non-bargaining unit members.

This Article shall also apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

For the Township  
  
\_\_\_\_\_  
Date: 11/17/2003

For the FOP  
  
\_\_\_\_\_  
Date: 11-17-03

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Bargaining Unit**

The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in the both bargaining units. The bargaining units for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on April 29, 1993 (Case No. 98-REP-09-0220) and (Case No. 98-REP-09-0221) \_\_\_\_\_ (Case No. \_\_\_\_\_ and (Case No. \_\_\_\_\_). This Agreement includes all full-time employees holding the rank of ~~Detective, Patrol Officer, and~~ Sergeants on the Perry Township Police Department. The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the OLC of any changes in the classification which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

**Section 2.2 Resolution of Dispute**

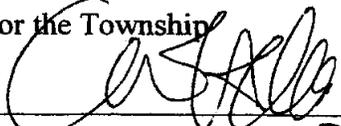
In the event of a dispute between the parties as to future inclusion or exclusion from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

**Section 2.3 Bargaining Unit Work**

The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit members and special duty work assignments, shall first be offered to those bargaining unit members who normally perform the work before it may be offered to non-bargaining unit members.

This Article shall also apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

For the Township  
  
\_\_\_\_\_  
Date: 11/07/2003

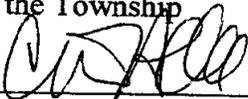
For the FOP  
  
\_\_\_\_\_  
Date: 11-7-03

**ARTICLE 1**

**PURPOSE**

**Section 1.1** This Agreement is made between the Township of Perry, Stark County, Ohio hereinafter referred to as the "Employer", and The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union". The "employee" or "employees" where used herein refers to all regular full-time employees in the bargaining units. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish and maintain a peaceful procedure for the resolution of all differences between the parties.

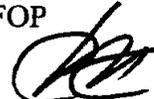
For the Township



Date:

11/7/2003

For the FOP



Date:

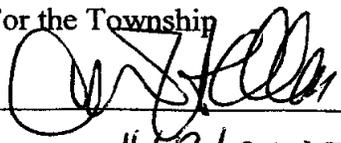
11-7-03

**FOP PROPOSAL**

**AS IS**

**The parties to these negotiations agree that the purposes of convenience throughout the negotiations for the Perry Township Sergeants for a contract cycle of 2004 through 2006 lest the party shall utilize the prior contract for the Perry Township multi-unit (sergeants and patrolmen). To this end, the parties agree that any article or portion thereof in the 2003 multi-unit agreement that is not referenced via change or deletion in the negotiations shall be included (AS IS) in the replacement agreement for 2004 through 2006.**

For the Township

  
\_\_\_\_\_  
Date: 11/7/2003

For the FOP

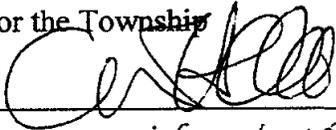
  
\_\_\_\_\_  
Date: 11.7.03

**FOP PROPOSAL**

**AS IS**

**The parties to these negotiations agree that the purposes of convenience throughout the negotiations for the Perry Township Sergeants for a contract cycle of 2004 through 2006 lest the party shall utilize the prior contract for the Perry Township multi-unit (sergeants and patrolmen). To this end, the parties agree that any article or portion thereof in the 2003 multi-unit agreement that is not referenced via change or deletion in the negotiations shall be included (AS IS) in the replacement agreement for 2004 through 2006.**

For the Township



Date:

11/07/2003

For the FOP



Date:

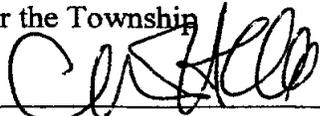
11-7-03

**ARTICLE 1**

**PURPOSE**

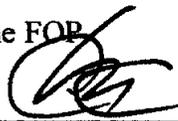
**Section 1.1** This Agreement is made between the Township of Perry, Stark County, Ohio hereinafter referred to as the "Employer", and The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union". The "employee" or "employees" where used herein refers to all regular full-time employees in the bargaining units. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish and maintain a peaceful procedure for the resolution of all differences between the parties.

For the Township

  
\_\_\_\_\_

Date: 11/7/2003

For the FOP

  
\_\_\_\_\_

Date: 11-7-03