



## **SUBMISSION**

The bargaining unit consists of approximately seven employees in the classification of Police Officer. The Parties have related under the terms of a succession of collective bargaining agreements, the latest of which became effective on January 1, 2008 and obtains through December 31, 2010. The Parties met in negotiations regarding a successor agreement on two occasions prior to reaching impasse on the issues enumerated below. Pursuant to the provisions of Ohio Revised Code 4117.14(C)(3), the undersigned was appointed Fact-finder in the matter, effective November 30, 2010.

Having reached impasse, the Parties requested that the Fact-finder attempt to mediate resolution of the outstanding issues. Accordingly, mediation was conducted on December 6, 2010 at the Canal Fulton City Hall in Canal Fulton, Ohio. As a result of mediation the issues identified below were tentatively agreed to by the Parties. However, mediation having failed to resolve all of the issues at impasse, the remaining issues were submitted to the Factfinder at an evidentiary hearing at which the Parties were afforded an opportunity to present evidence and testimony, and to cross examine witnesses.

The evidence was declared closed on December 06, 2010, and the present Report & Recommendations are issued on December 10, 2010 pursuant to ORC §411714(C)(5).

## **STATUTORY CONSIDERATIONS**

In weighing the positions presented by the Parties, the Fact-finder was guided by the considerations enumerated in OAC 4117-9-05(K), specifically:

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(2)** Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- 4117-9-05(K)(3)** 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;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## **ISSUES AT IMPASSE**

The Parties identified and presented the following issues as unresolved:

- 1. Article 15 – HOURS OF WORK AND OVERTIME**
  - Section 15.4 – Compensatory Time
  - Section 15.5 – Shift Selection By Seniority
  
- 2. Article 19 – Section 19.1 - HEALTH AND LIFE INSURANCE COVERAGE**
  - Section 19.1 – Health Insurance
  - Section 19.2 - Life Insurance\*
  
- 3. Article 20 – LAYOFF AND RECALL**
  - Section 20.1 – Layoff
  
- 4. Article 28 – SICK LEAVE**
  - Section 28.10 – Sick Leave Conversion Upon Retirement\*
  - Section 28.12 – Increments\*
  - Section 28.13 – (New Language) – Sick Leave Incentive\*\*
  
- 5. Article 32 – VACATION**
  - Section 32.7 (New Language)\*
  
- 6. Article 33 – HOLIDAYS**
  - Section 33.1\*
  - Section 33.2\*
  - Section 33.3\*
  
- 7. Article 34 – COMPENSATION**
  - Section 34.1\*
  - Section 34.2
  - Section 34.4 - (New Language)
  - Section 34.5 - (New Language) Extra Duty Pay
  - Section 34.6 (New Language)
  
- 8. Article 35 – LONGEVITY**
  - Section 35.1
  
- 9. Article 36 – UNIFORM MAINTENANCE ALLOWANCE**
  - Section 36.1\*
  - Section 36.6\*
  
- 10. Article 40 – DURATION**
  - Section 40.1\*

## **BACKGROUND**

Located in northwestern Stark County, Canal Fulton (City or Employer) is a City of some 5,000 residents. Its Police Department is composed of seven full-time and two part-time Patrol Officers. The City's full-time Officers are represented by the Fraternal Order of Police Ohio

Labor Council (Union or FOP). The City and the FOP have related under a series of collective bargaining agreements, the latest of which (Agreement) became effective on January 1, 2007 and obtains through December 31, 2010.

The City asserts an inability to finance the wage demands sought by the FOP, as contemplated by OAC §4117-9-05(K). In the past, an “inability to pay” claim was made only by political subdivisions in the most dire of economic circumstances. By any measure, Canal Fulton’s economic situation does not rise to the level of calamitous. The City carried over a General Fund balance of some \$520,000 into 2010; its projected 2009 tax revenue of \$1,783,000 rose to \$1,960,000 in actual revenue. The City retired over \$600,000 in debt owed on a public park in 2009. In early November of 2010, the City retired expansion bonds related to its Water Treatment Plant, as well as taking other measures to offset losses in the Water Department enterprise fund. As of November 28, 2010 the Employer’s Police Fund contained an unencumbered balance of \$167,828.

However, notwithstanding the traditional limitation of the “inability to pay” criterion to severely distressed jurisdictions, neutrals in the current economic downturn have considered the claim more broadly, to include prudence in public sector management in the context of declining revenues, increasing operating costs and the very real possibility of greatly limited or no state assistance. As with many communities in the area, the City is experiencing economic constraints of various sorts, and care in its budget and in entry into future obligations having an economic impact is both understandable and advisable.

As is often the case, the Parties here present differing peer communities for purposes of determining comparable wage rates and other benefits. The Union submits a number of jurisdictions it maintains establish that bargaining unit members are below area market wage rates. For the most part, the jurisdictions submitted by both Parties are larger – sometimes much larger – than Canal Fulton’s 5,000 plus population. Hourly wage rates for full-time senior level officers in Stark County Police Departments noted by the FOP range from \$13.11 in Marlboro Township to \$25.15 in Massillon, for an average of \$21.80 as compared to Canal Fulton’s \$24.32. Little evidence indicated that bargaining unit members are paid appreciably below market wage rates for the area.

Finally, it should be noted that, at seven full-time and two part-time officers, the City’s Police Department is small. Issues having impact on available manpower and any additional

costs in maintaining staffing levels must be found to affect the public interest.

In consideration of the above factors, as well as those discussed below, this Report and Recommendation is respectfully rendered.

## FINDINGS AND RECOMMENDATIONS

### 1. Article 15 – HOURS OF WORK AND OVERTIME

#### Section 15.4 – Compensatory Time (New Language)

##### **Union Proposal:**

**Section 15.4 Compensatory Time Bargaining Unit Members shall have the option to convert hours of work as overtime to compensatory hours. Bargaining Unit Members may accumulate up to two hundred and forty (240) compensatory hours annually. Bargaining Unit Members' compensatory time bank shall carryover from year to year through this contract cycle. The use of compensatory time by Bargaining Unit Members shall not be unreasonably denied. Bargaining Unit Members may buy back up to eighty (80) hours of accumulated but unused compensatory time. Said buy back will occur with the first pay period of December of each year of this Agreement.**

The FOP maintains that a number of area Police Departments offer compensatory time off in lieu of the payment of overtime. Accordingly, the Union proposes a new contract provision, instituting compensatory time and providing for the accumulation and carryover of up to 240 hours annually.

##### **City Position:**

The City rejects the Union's proposal.

##### **Findings and Recommendation:**

It is true that compensatory time off in lieu of payment for overtime worked is common in police and other public sector contracts in Ohio. For the most part, comp time was instituted by employers in the belief that the mechanism would reduce the cost of overtime. In reality, the use of compensatory time often compounded overtime expenses by necessitating the use of employees on overtime to cover shifts left vacant by bargaining unit members utilizing comp time. The situation is particularly acute in smaller units, such as the Police Department here.

Moreover, provisions for accrual of comp time, as is proposed by the FOP here, create a

situation in which hours earned at one wage rate must be paid at higher, and often indeterminable, future pay rates.

Accordingly, the FOP's proposal cannot be recommended.

### **Section 15.5 – Shift Selection By Seniority (New Language)**

#### **Union Proposal:**

**Section 15.5 Shift Selection by Seniority The first pay period of November of each year of this Agreement the Employer will post a shift selection signup sheet for Bargaining Unit Members. Bargaining Unit Members will select their shift and days off by departmental seniority and said selections will be effective January 1<sup>st</sup> of each year of this Agreement. The Employer's posting will include positions with assigned days off.**

The FOP proposes a new contract provision allowing bargaining unit members to select shifts and days off on the basis of unit seniority. In support of its proposal, the FOP submits a number of agreements from what it maintains are comparable jurisdictions, all providing bargaining unit members the right to select shifts on the basis of seniority.

#### **City Position:**

The Employer asserts that the assignment of the working forces is a management right as currently set forth in Article 8 of the Agreement. The Union's proposal would directly conflict with that language, according to the City.

#### **Findings and Recommendation:**

The FOP seeks here new terms which would constrain the City's current management right to assign and schedule its police officers. While such conditions may be instituted through the bargaining process, the Union presents little evidence of a compelling need to do so through statutory impasse resolution procedures.

The FOP's proposal is accordingly not recommended.

## 2. Article 19 – HEALTH AND LIFE INSURANCE COVERAGE

### **Section 19.1**

#### **Current Contract Language:**

Section 19.1 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.

#### **Union Proposal:**

Section 19.1 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, **not to exceed seventy dollars (\$70.00) per month per employee**, and the Employer shall pay the balance.

The FOP seeks to cap the exposure of bargaining unit members to health care premium increases at \$70.00 per month, which the Union contends is the current cost.

#### **City Position:**

Due to the size of its health insurance group and serious health issues experienced by certain City employees, premiums may increase as much as 40% in the current year, an amount the Employer maintains requires continued employee contributions on a percentage basis. Moreover, the City contends that it rebates the current plan's deductible and offers other benefits that lower the cost of health care to bargaining unit members. The Employer also contends that all the City's bargaining unit members pay 15% of the cost of health care premiums, and asserts that this internal parity should be maintained.

#### **Findings and Recommendation:**

The City's arguments with regard to the quality of its plan and maintenance of internal parity are not without merit. However, it is the City that controls and negotiates its health insurance plan. Moreover, the Employer asks the members of this bargaining unit to take a wage freeze in the first year of a successor Agreement, and to reopen negotiations with regard to any wage increases in the second and third years. While a nominal wage increase in the first year is recommended, the combination of static wages and increased health care costs would impose on FOP members too great a responsibility for mitigating the City's current financial difficulties, and serve to expose bargaining unit members to unmanageable premium increases in the face of

constant wages, at least for 2011.

Therefore, it would seem reasonable that Employees share, but not carry the entire burden for, the actual dollar amount of premium increases yet protect them from crippling premium increases. Accordingly, a cap of \$75. per pay period - an amount representing a portion of foreseeable increases manageable by individual employees - is recommended:

*Section 19.1 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, **not to exceed seventy-five dollars (\$75.00) per pay period per employee, and the Employer shall pay the balance.***

### **Section 19.2 - Life Insurance\***

#### **Current Contract Language:**

Section 19.2 Life Insurance Employees shall be entitled to term life insurance in the amount of fifteen thousand dollars (\$15,000.00) for each employee.

#### **Findings and Recommendation:**

Notwithstanding the current contract language, the City provides term life insurance in the amount of \$25,000, an amount the Parties mutually agree to memorialize in the successor Agreement:

*Section 19.2 Life Insurance Employees shall be entitled to term life insurance in the amount of ~~fifteen thousand dollars (\$15,000.00)~~ **twenty-five thousand dollars (\$25,000.00)** for each employee.*

### 3. Article 20 – LAYOFF AND RECALL

#### **Section 20.1 – Layoff**

##### **Current Contract Language:**

Section 20.1 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 set forth in Article 16.

##### **Union Proposal:**

**No Bargaining Unit Member shall be laid off from his or her full-time work with the Employer until such time as all part-time, intermittent, casual, seasonal, or other types of less than full-time employees are laid off first.**

Concerned about what it contends is the possibility of reduction of the Canal Fulton Police Department to a part-time organization, the FOP proposes language that would predicate layoff of bargaining unit members on prior layoff of part-time and other less than full-time employees.

##### **City Position:**

The Employer argues that the language proposed by the Union could be interpreted as requiring the layoff of all part-time and seasonal City prior to layoff of Police Officers. Additionally, the City contends that laid off bargaining unit members currently enjoy a contractual right to bump into part-time positions.

##### **Findings and Recommendation:**

Given the small size of the City's Police force, the Union's concern that full-time Officers be retained on duty until all available part-time and casual employees have been laid off would seem to reflect the legitimate interests of the public in maintaining a dedicated, full-time police force. However, the City's point with regard to the language proposed by the FOP is not without merit. It is, however, also readily addressed by limiting the measure to "less than full-time employees within the Canal Fulton Police Department".

***No Bargaining Unit Member shall be laid off from his or her full-time work with the Employer until such time as all part-time, intermittent, casual, seasonal, or other types of less than full-time employees within the Canal Fulton Police Department are laid off first.***

#### 4. Article 28 – SICK LEAVE

##### **Section 28.10 – Sick Leave Conversion Upon Retirement**

###### **Current Contract Language:**

Section 28.10 Sick Leave Conversion Upon Retirement Upon retirement under the Ohio Police & Fire Pension System, employees may convert one-quarter (¼) of their accumulated sick leave at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement, 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.

###### **Findings and Recommendation:**

The Union withdraws its proposal to increase the conversion rate from ¼ to ¾ of accumulated sick leave on retirement, in favor of current contract language, which is recommended.

##### **Section 28.12**

###### **Findings and Recommendation:**

*Sick leave shall be charged in minimum increments of ~~one (1) hour~~ one-half (1/2) hour.*

##### **Section 28.13 – (New Language) – Sick Leave Incentive**

###### **Union Proposal:**

**Section 28.13 Sick Leave Incentive Bargaining Unit Members who do not utilize any sick leave for any consecutive three (3) months shall be paid two hundred and fifty dollars (\$250.00) per the three (3) month period not to exceed one thousand dollars (\$1,000.00) per year for this stipend.**

###### **Findings and Recommendation:**

The Union withdraws its proposal for a sick leave incentive, which is not recommended.

## 5. Article 32 – VACATION

### Union Proposal:

#### **Section 32.7 (New Language)**

**Section 32.7 Any Bargaining Unit Member who has prior service time with any political sub-division of the state of Ohio shall receive credit towards vacation entitlement for all such service time.**

### Findings and Recommendation:

The City agrees to the FOP's proposal on condition that only prior service as a full-time law enforcement officer receive credit. Accordingly, that language is recommended:

**Section 32.7 Any Bargaining Unit Member who has prior service time as a full-time law enforcement officer with any political sub-division of the state of Ohio shall receive credit towards vacation entitlement for all such service time.**

**6. Article 33 – HOLIDAYS**

**Section 33.2**

**Current Contract Language:**

Section 33.2 Bargaining Unit Members who do not utilize paid holidays or are unable to utilize such holiday/personal days due to the needs of the department, shall be paid for said remaining unused holiday/personal days by January 25<sup>th</sup> of the following year by separate check.

**Union Proposal:**

Section 33.2 Bargaining Unit Members who do not utilize paid holidays or are unable to utilize such holiday/personal days due to the needs of the department, shall be paid for said remaining unused holiday/personal days by ~~January 25<sup>th</sup>~~ **December 15<sup>th</sup> each year of this Agreement** ~~of the following year~~ by separate check.

**Findings and Recommendation:**

On condition that members declare their intention with regard to the two holidays occurring after December 15<sup>th</sup> the Employer agrees to the Union’s proposal, which is accordingly recommended:

*Section 33.2 Bargaining Unit Members who do not utilize paid holidays or are unable to utilize such holiday/personal days due to the needs of the department, shall be paid for said remaining unused holiday/personal days by ~~January 25<sup>th</sup>~~ **December 15<sup>th</sup> each year of this Agreement** ~~of the following year~~ by separate check.*

**Section 33.3**

**Current Contract Language:**

Section 33.1 All Bargaining Unit Members shall be entitled to ten (10) paid holidays as set forth in Section 33.3 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 unreasonably denied.

\* \* \*

Section 33.3 Bargaining Unit Members who actually work on the following holidays:

- |                  |                        |
|------------------|------------------------|
| New Year’s Day   | Veteran’s Day          |
| President’s Day  | Thanksgiving Day       |
| Memorial Day     | Day After Thanksgiving |
| Independence Day | Christmas Eve          |
| Labor Day        | Christmas Day          |

**Union Proposal:**

Section 33.3 Bargaining Unit Members who actually work on the following holidays:

- |                     |                               |
|---------------------|-------------------------------|
| New Year's Day      | Veteran's Day                 |
| President's Day     | Thanksgiving Day              |
| Memorial Day        | Day After Thanksgiving        |
| Independence Day    | Christmas Eve                 |
| Labor Day           | Christmas Day                 |
| <b>Columbus Day</b> | <b>Martin Luther King Day</b> |

**City Position:**

Section 33.1 All Bargaining Unit Members shall be entitled to ten (10) paid holidays as set forth in Section 33.3 and ~~two (2)~~ **three (3)** 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 unreasonably denied.

**Findings and Recommendation:**

The FOP proposes the addition of two paid holidays to occur on Columbus Day and Martin Luther King Day. The City proposes instead to add one additional personal day, bringing the FOP to parity with the Employer's other bargaining unit, and to increase the notice requirement from twenty-four to forty-eight hours. That proposal is recommended, with no change to the holidays enumerated in §33.3:

*Section 33.1 All Bargaining Unit Members shall be entitled to ten (10) paid holidays as set forth in Section 33.3 and ~~two (2)~~ **three (3)** 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)~~ **forty-eight (48)** 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 unreasonably denied.*

\* \* \*

Section 33.3 Bargaining Unit Members who actually work on the following holidays:

- |                         |                               |
|-------------------------|-------------------------------|
| <i>New Year's Day</i>   | <i>Veteran's Day</i>          |
| <i>President's Day</i>  | <i>Thanksgiving Day</i>       |
| <i>Memorial Day</i>     | <i>Day After Thanksgiving</i> |
| <i>Independence Day</i> | <i>Christmas Eve</i>          |
| <i>Labor Day</i>        | <i>Christmas Day</i>          |

**7. Article 34 – COMPENSATION**

**Section 34.1**

**Current Contract Language:**

Section 34.1 Effective January 1, 2005, the pay range (steps) for all Bargaining Unit Members shall be:

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

**Union Proposal:**

Section 34.1 Effective January 1, ~~2005~~ **2011**, the pay range (steps) for all Bargaining Unit Members shall be:

- 0 – 1 YEAR
- ~~2 – 4 YEARS~~
- 2 – 3 YEARS**
- ~~5 – 7 YEARS~~
- 4 – 5 YEARS**
- ~~8 + YEARS~~
- 5 + YEARS**

**City Position:**

The Employer agrees to the lowering of eligibility levels at each step of the pay range, as proposed by the Union.

**Findings and Recommendation:**

The Parties agree to modify §34.1 to reduce the years of service at each level, reducing the years necessary to reach maximum to five. That modification is recommended:

Section 34.1 *Effective January 1, ~~2005~~ **2011**, the pay range (steps) for all Bargaining Unit Members shall be:*

- 0 – 1 YEAR*
- ~~*2 – 4 YEARS*~~
- 2 – 3 YEARS***
- ~~*5 – 7 YEARS*~~
- 4 – 5 YEARS***
- ~~*8 + YEARS*~~
- 5 + YEARS***

**Section 34.2**

**Current Contract Language:**

Section 34.2 Effective January 1, 2008, the base hourly pay rate for each pay range (step) for all Bargaining Unit Members shall be:

	1/1/08	1/1/09	1/1/10
	<u>3.2%</u>	<u>3.0%</u>	<u>2.8%</u>
0 – 1 YEAR	\$16.68	\$17.18	\$17.66
2 – 4 YEARS	\$17.94	\$18.48	\$18.99
5 – 7 YEARS	\$20.45	\$21.07	\$21.66
8 + YEARS	\$22.97	\$23.66	\$24.32

**Union Proposal:**

Section 34.2 Effective January 1, ~~2008~~ **2011**, the base hourly pay rate for each pay range (step) for all Bargaining Unit Members shall be:

	<del>1/1/08</del>	<del>1/1/09</del>	<del>1/1/10</del>
	<del><u>3.2%</u></del>	<del><u>3.0%</u></del>	<del><u>2.8%</u></del>
<del>0 – 1 YEAR</del>	<del>\$16.68</del>	<del>\$17.18</del>	<del>\$17.66</del>
<del>2 – 4 YEARS</del>	<del>\$17.94</del>	<del>\$18.48</del>	<del>\$18.99</del>
<del>5 – 7 YEARS</del>	<del>\$20.45</del>	<del>\$21.07</del>	<del>\$21.66</del>
<del>8 + YEARS</del>	<del>\$22.97</del>	<del>\$23.66</del>	<del>\$24.32</del>

The FOP proposes a 3% increase in base hourly wage rate for bargaining unit members, effective January 1, 2011, with reopening of negotiations in late 2011 regarding compensation for the second and third years of the Agreement.

As discussed in the Background section above, the Union submits wages paid to other police officers in what it maintains are peer communities in support of its position.

**City Proposal:**

**Section 34.4 During the ninety (90) calendar day period prior to December 31, 2011, either party may serve written notice to the other party for the purpose of reopening negotiations regarding compensation. It is agreed such negotiations shall be in accordance with the applicable provisions of ORC 4117.**

Based on its assertion of inability to pay the wage demands of the Union, as discussed in the Background section above, the Employer proposes a freeze on wages for 2011, and new contract language at §34.4 providing for reopening of negotiations regarding compensation in the final two years of the Agreement.

**Findings and Recommendation:**

As discussed above, the general and regional economic prospects for the City are far from certain. Therefore, while this neutral is often reluctant to involve parties in the uncertainty and expense associated with frequent bargaining, it would seem reasonable to accept the Parties' proposal for reopening negotiations regarding compensation in the second and third years of the successor Agreement. Accordingly, the proposal for a reopener is recommended.

The City's assertion of inability to pay the Union's compensation demands seems based largely on the Employer's understanding that the FOP was seeking a 5% increase in base wages in each year of the Agreement. Moreover, as discussed in the Background section, much of the City's financial situation results from its own actions regarding its Water Department.

However, whether partly of its own creation or not, in consideration of the City's current financial prospects the 3% increase sought by the FOP in the first year of the Agreement would seem beyond that dictated by prudent financial management. Neither was evidence submitted to indicate that bargaining unit members are substantially below area market wage rates; or, that the Employer has had sufficient difficulty attracting and retaining qualified police officers.

However, no other increases in compensation or economic benefits are recommended here, while the cost of living continues to rise at a modest rate. While bargaining unit members are not sufficiently paid at rates below market level, a total freeze on wages would serve to deepen any existing disparity. Accordingly, a nominal 1% wage increase, effective January 1, 2011 is recommended in combination with the reopening of negotiations for 2012 and 2013:

***Modification of Section 34.2 to reflect a 1% increase in base hourly pay rate for each pay range step, effective January 1, 2011.***

\*\*\*

***Section 34.4 During the ninety (90) calendar day period prior to December 31, 2011, either party may serve written notice to the other party for the purpose of reopening negotiations regarding compensation. It is agreed such negotiations shall be in accordance with the applicable provisions of ORC 4117.***

**Section 34.4 - (New Language)**

**Union Proposal:**

**Section 34.4** Any Bargaining Unit Member who does the work of or acts in the capacity as a Field Training Officer (FTO), a Dare Officer (D.A.R.E.), an S.R.O., or an Officer-in-Charge (O.I.C.), shall be compensated in addition to their regular hourly rate of fifty cents (\$.50) per hour for each hour worked in any of these categories.

**City Proposal:**

The Employer rejects the FOP's proposal.

**Findings and Recommendation:**

By all evidence, those officers performing the listed duties are committed to the positions, often maintaining specialized certifications to do so. However, in the City's current financial situation, it is inadvisable to increase pay for duties performed in the course of bargaining unit members' regular work day. The Union's proposal is therefore not recommended.

**Section 34.5 - (New Language) Extra Duty Pay**

**Union Proposal:**

**Section 34.5 Extra Duty Pay** All Bargaining Unit Members shall be paid a minimum of twenty-five dollars (\$25.00) per hour for all hours worked in extra/side jobs.

**Bargaining Unit Members shall have the right of first refusal for any/all side or extra duty jobs that are located inside the City limits, before said job can be offered to any outside agency.**

**City Position:**

The Employer rejects the Union's.

**Findings and Recommendation:**

Control over employment outside the context of the collective agreement is beyond the role of the neutral, and accordingly the FOP's proposal cannot be recommended.

**Section 34.6 (New Language)\***

**Findings and Recommendation:**

The Union's proposal for parity language was withdrawn.

## 8. Article 35 – LONGEVITY

### Section 35.1

#### **Current Contract Language:**

Section 35.1 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 - \$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.

#### **Union Proposal:**

Section 35.1 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~~ **3** years - \$500.00

Upon the completion of each additional year of service – ~~\$100.00~~ **\$150.00** 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.

#### **City Position:**

The Employer rejects the Union's proposal to reduce the number of years required qualify for longevity pay, and to increase the amount of the compensation.

#### **Findings and Recommendation:**

No evidence supports a need to increase longevity benefits, and the Union's proposal is not recommended.

**9. Article 36 – UNIFORM MAINTENANCE ALLOWANCE**

**Section 36.1**

**Current Contract Language:**

Section 36.1 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:

2008	-	\$1,000.00
2009	-	\$1,050.00
2010	-	\$1,100.00

**Union Proposal:**

Section 36.1 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:

2008	—————	\$1,000.00	<b>2011</b>	-	<b>\$1,150.00</b>
2009	—————	\$1,050.00	<b>2012</b>	-	<b>\$1,200.00</b>
2010	—————	\$1,100.00	<b>2013</b>	-	<b>\$1,250.00</b>

**City Proposal:**

~~Section 36.1 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:~~

2008	—————	\$1,000.00	—————
2009	—————	\$1,050.00	—————
2010	—————	\$1,100.00	—————

**Full-time employees will receive an annual uniform allowance of one thousand one hundred dollars (\$1,100.00) per contract year for the purpose of the maintenance of equipment/uniforms and/or the purchase of Employer-approved law enforcement related equipment/uniforms.**

**The Employer reserves the right to implement a voucher and/or receipt system to ensure the proper use of uniform allowance funds. Such system shall include provisions to provide bargaining unit member reimbursement on a not-more-frequent than quarterly basis. Failure to follow voucher procedures or provide receipts in accordance with the Employer’s reimbursement program shall result in non-payment of all or part of the uniform allowance.**

**Findings and Recommendation:**

*Section 36.1 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:*

<del>2008</del>	<del>2011</del>	-	\$1,000.00
<del>2009</del>	<del>2012</del>	-	\$1,050.00
<del>2010</del>	<del>2013</del>	-	\$1,100.00

**Section 36.6 (New Language)**

**Union Proposal:**

**Section 36.6 Any personal property belonging to a Bargaining Unit Member that is damaged or destroyed as a result of the Bargaining Unit Member performing his duties shall be replaced at current value upon written notification of the Bargaining Unit Member to the Employer.**

**City Proposal:**

**Section 36.5 In the event of damage to prescription eye glasses (including frames), contact lenses, or watches, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference, if any, between the amount of reimbursement from the employee's personal insurance, court ordered recovery, or Worker's Compensation and the actual cost of repair or replacement. However, the Employer's monetary reimbursement obligation for repair or replacement of any article shall not exceed fifty dollars (\$50.00) for any item described herein.**

**Findings and Recommendation:**

**Section 36.6 In the event of damage to prescription eye glasses (including frames), contact lenses, or watches, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference, if any, between the amount of reimbursement from the employee's personal insurance, court ordered recovery, or Worker's Compensation and the actual cost of repair or replacement.**

## 10. Article 40 – DURATION

### **Section 40.1**

#### **Findings and Recommendation:**

The Parties agree to a three year agreement, commencing on January 1, 2011 and obtaining through December 31, 2013. Consequently, that duration is recommended:

***Section 40.1 This entire Agreement between the City of Canal Fulton and the Fraternal Order of Police, Ohio Labor Council shall begin on January 1, 2011 and remain in full force and effect until December 31, 2013, and is executed by the parties herein.***

## SUMMARY OF RECOMMENDATIONS

### 1. Article 15 – HOURS OF WORK AND OVERTIME

#### Section 15.4 – Compensatory Time

*Not Recommended*

#### Section 15.5 – Shift Selection By Seniority

*Not Recommended*

### 2. Article 19 – Section 19.1 - HEALTH AND LIFE INSURANCE COVERAGE

#### Section 19.1

*Cap of \$75. per pay period*

#### Section 19.2 - Life Insurance\*

*\$25,000*

### 3. Article 20 – LAYOFF AND RECALL

#### Section 20.1 – Layoff –

*Layoff predicated on layoff of “less than full-time [police department] employees”*

### 4. Article 28 – SICK LEAVE

#### Section 28.10 – Sick Leave Conversion Upon Retirement\*\*

*Withdrawn; Current language recommended with exception of reduction to ½ hour increments*

#### Section 28.12

*Reduction to ½ hour increments*

#### Section 28.13 – (New Language) – Sick Leave Incentive\*\*

*Withdrawn; Current language recommended*

### 5. Article 32 – VACATION

#### Section 32.7 (New Language)\*

*Credit for prior full-time service as law enforcement officer in Ohio political subdivision*

### 6. Article 33 – HOLIDAYS

#### Section 33.1\*

*One additional personal day; increase to 48 hour advance notice*

#### Section 33.2\*

*Payment on December 15<sup>th</sup> of each year*

#### Section 33.3\*

*Current language retained*

**7. Article 34 - COMPENSATION**

**Section 34.1\***

*Reduction in step levels as agreed upon by the Parties is recommended*

**Section 34.2**

*1% increase effective January 1, 2011, in conjunction with §34.4 below*

**Section 34.4 - (New Language)**

*Reopener in late fall of 2011 regarding compensation in 2012, 2013*

**Section 34.5 - (New Language) Extra Duty Pay**

*Not recommended*

**Section 34.6 (New Language)**

*Not recommended*

**8. Article 35 – LONGEVITY**

**Section 35.1**

*Not recommended*

**9. Article 36 – UNIFORM MAINTENANCE ALLOWANCE**

**Section 36.1\*\***

*Withdrawn; Current language retained*

**Section 36.6\***

*Personal property reimbursement*

**10: Article 40 – DURATION**

**Section 40.1\***

*Three year Agreement – January 1, 2011 – December 31, 2013*

**\*Resolved by mutual agreement of the Parties.**

**\*\* Withdrawn**

*/s/ Gregory James Van Pelt*

Gregory James Van Pelt

Respectfully submitted this 10<sup>th</sup> day of November, 2010  
At Shaker Heights, Cuyahoga County, Ohio