

**State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Fact Finding Procedures**

)	
)	Case(s) No(s).2015-MED-09-0949,
FOP/Ohio Labor Council)	2015-MED-09-0950
Labor Organization)	
)	
and)	GREGORY P. SZUTER, FACT FINDER
)	
Perry Township (Stark County))	
Public Employer)	FACT FINDER'S REPORT
)	AND RECOMMENDATION

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 John Wellman, Patrol Officer
 William Watson, Patrol Officer
 Frank Watson, Sergeant
 Matthew Barker, Sergeant

Also present for Public Employer:
 Charles Hall, Law Director
 Michael Pomesky, Chief of Police
 Craig Chessler, Board of Trustees, Pres.

Hearing Date: December 8, 2015
 Hearing Locale: Perry Township (Stark) Ohio
 Report Issued : December 22, 2015

INTRODUCTION

Perry Township (Stark County), (herein also "Employer" or "Township") and Fraternal Order of Police/Ohio Labor Council, (herein "Union" or "FOP") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration for the purpose of to establishing the terms for a collective bargaining agreement. This fact finding relates to the successor of the two collective bargaining agreements ("CBA" or "Agreement") between the Union and the Employer covering two units of police officers.

THE UNITS FOR BARGAINING

The command unit consists of four (4) employees in the classification of Sergeant (15-MED-09-0949). The unit of patrol officers and detectives consist of nineteen (19) employee of which two (2) patrol officers are still within their probationary period (15-MED-09-0950). In addition the Police Department employs a Chief of Police and one part time road officer and one axillary. The total complement is 26 officers. The dispatch function had been regionalized earlier.

THE COLLECTIVE BARGAINING AGREEMENT AND RECENT NEGOTIATIONS

The Employer and Union entered into multi-unit bargaining over the terms and conditions for both units. The sergeant's collective bargaining agreement is identical to the patrol's collective bargaining agreement with only a pay differential. The Employer entered a memoradun of understanding with the Sergeant Unit that the terms and conditions agreed in the patrol officer agreement shall be incorporated into the Sergeant agreement. Therefore, the proposals and agreements reached and/or recommended herein relate solely to both agreements.

The expiring agreement was effective January 1, 2013 through December 31, 2015. The parties met in negotiation for the terms of a successor CBA in accord with the law in four (4)four

bargaining sessions on November 10, 17, 24, 2015, and December 3, 2015. In those sessions the parties had reached Tentative Agreements on fourteen separate articles. The Tentative Agreements had not been executed as of the hearing date but appear in the Appendix.

Other offers and counter-offers were made and withdrawn in favor of current contract language on all matters and are not identified above as Tentative Agreements or below as the issues for decision.

The parties were unable to resolve some issues. Matters still at impasse between the bargaining parties were submitted to advisory fact finding. The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of November 24, 2015, pursuant to R.C. 4117.14(C)(3). Within the statutory periods a hearing was scheduled by the fact finder and a hearing held on December 8, 2015.

ISSUES

This Fact Finder's Report addresses the following issues at impasse as shown in the parties' position statements as of the opening of hearing. Each listed issue may contain several sub-issues to be addressed under that heading.

- Article 21, Working Out of Classification, Section 21.5, NEW subsection (B).
- Article 23, Overtime Pay and Court Time, Sections 23.2 and 23.4.
- Article 24, Holidays. NEW Section, 24.3.
- Article 25, Vacation, Section 25.1.
- Article 32, Compensation, Sections 32.1, 32.2 and 32.3.
- Article 34, Uniform Allowance, Sections 34.1 through 34.5, inclusive.
- NEW Article – Minimum Staffing.
- NEW Article – Education Benefits.
- NEW Article – Training. (Mutually added at hearing)

In the exchange of position statements some of the above became resolved. Article 34, Section 34.4 (weapon security/storage device) was agreed by the Employer. The Union withdrew Article 34, NEW Section 34.6, (ammunition allotment) and New Article Education Benefits.

HEARING

The evidentiary hearing commenced on December 8, 2015, at Perry Twp., Ohio. The prehearing statements of both parties were received via email by close of business in conformity with O.A.C Rule 4117-9-05(F).

MEDIATION

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). After a good faith attempt to mediate the positions, the impasse was resolved as to all open issues. Those agreed through mediation are set out in the agreed report below. They are summarized here for ease of reference.

Mixed	Article 21, Working Out of Classification, Agreed	Section 21.3 OIC at \$2.00 for each hour serving as officer-in-charge
	CCL	NEW Section 21.5 (B).
CCL	Article 23, Overtime Pay and Court Time, Sections 23.2 and 23.4.	
CCL	Article 24, Holidays. NEW Section, 24.3.	
CCL	Article 25, Vacation, Section 25.1.	
Agreed	Article 32, Compensation, Sections 32.1, 32.2 and 32.3. 2.0% 2.0% 2.0%	using the Employer's step grid methodology
Mixed	Article 34, Uniform Allowance, Agreed	Sections 34.1 Probationary \$1,200.00 and language deletion agreed
	Agreed	Sections 34.2 Non-probationary \$1,200.00
	Agreed	Sections 34.3 one time purchase of weapon security/storage device
	Agreed	Sections 34.4 repair/replacement personal property damaged on duty subject to submission of incident report up to \$300.00 except handgun and prescription glasses at employee's cost.
	Withdrawn	NEW Section 34.5 (ammunition).
CCL	NEW Article – Minimum Staffing.	
Withdrawn	NEW Article – Education Benefits.	
Agreed	NEW Article – Training	:\$600.00 when pass fire arms qualification on primary weapon.

THE STATUTORY CRITERIA

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings contained in this report:

1. Past collective bargaining agreements between the parties;
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;
3. The interest 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;
4. The lawful authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The operative criteria applied throughout this Report and Recommendation is chiefly criteria #5, "any stipulations of the parties." All the open issues were agreed in one form or another, either agreed by TA or through mediation. The evidence and arguments on the other criteria is reported in the findings in order to give context to the bargaining history of the agreed terms of the CBA and for the benefit of negotiations for future agreements.

FINDINGS OF FACT

THE EMPLOYER'S ACTIVITIES —POLICE DEPARTMENT

Perry Township is located in Stark County Ohio and is organized under the general law of the State of Ohio. Located between the cities of Massillon and Canton, Ohio, it has population of 29,167 (2010). It is the site of several large tax paying private enterprises including facilities of Timken Steel and Canton Drop Forge.

The communities to which it is typically compared are in Stark County.¹ The Township provides road and bridge maintenance, cemetery maintenance, fire protection, emergency medical services and police protection.

The Perry Township Police Department was created in 1980. It is currently staffed with 26 officers and two administrative staff. There are 19 full time patrol officers and detectives, four full time sergeants, one part-time patrol officer and one auxiliary patrol officer and the chief of police. This is at the highest staffing level since it originated. During 2015, the department had lost two officers through attrition and hired three new officers. Currently there are two officers serving their probationary period. The Township plans to hire two additional patrol officers in 2016. A significant factor in the future growth of the staff is the recent passage of a levy to support the police department.

¹ Townships: Lake Township Lawrence Township Jackson Township. Cities: Canal Fulton, Canton, Louisville, Massillon, North Canton. To this the Employer adds the City of Alliance and City of Canton. The only township of similar population is Jackson. The cities Massillon and North Canton are similar in population with the rest smaller.

FINANCIAL DATA

Perry Township is a financially strong entity based on its budget and CAFR. In the past there has been no significant the stress on the carryover.

The police department is supported by a 3.9 mill renewal levy that was passed in August 2014. A new levy of 3.49 mill was passed in November 2014. It will generate the over \$800,000 in new money with the 2015 tax receipts being realized by April 2016. Together they will bring the entire police department budget to \$3.5 million. The most significant year-to-year change between 2015 and 2016 for the department budget is the repayment of a \$200,000 loan to the General Fund. Another factor is the \$114,000 saving achieved by outsourcing the dispatch services to the RED Center in 2015.

Salaries are approximately half the budget. The annual regular hours of work approximate 55,000 which its about 2500 hours of overtime annually. The Union presented evidence that the average compensated hours (including regular, overtime, compensatory, sick and vacation) amounted to 80 to 85 per employee per year.

In the 2014-15 biennium the healthcare insurance was budgeted for a 1.5% increase. As of the date of the hearing that appears to be a conclusive figure for 2016. The Employer pays ninety-two per cent (92%) of each bargaining unit member's major medical, dental, prescription and optical insurance coverage. The remaining eight per cent (8.0 %) is paid by the member toward their individual or family coverage. The Employer's testimony emphasizes that the state employees pay 15% toward these insurance benefits and many local units of employees pay between 10% and 15%. For the foreseeable future (2016) the Employer has agreed to maintain that ratio and there is no indication currently of a need to change for the out years. The healthcare insurance committee on

which the police bargaining unit members participate continually reviews the plan. For example, the agenda for January 2016 are some outlier prescription drug claims and how the carrier will manage them. Any future change in contributions are similarly presented to the committee and subject to a contractual reopener in the Agreement should an increase be requested.

Other than the background evidence summarized above, the parties presented evidence on three areas of interest. They are compensation, paid time off, and additional pay allowances.

COMPENSATION : BARGAINING HISTORY

Perry Township police officers are compensated under the current agreement in accord with a grid in Article 32. There are eight pay grades A through H beginning with the probationary period that adjust over time up to 20 years. In addition there are four step increases to begin to go into effect at grade E (five years) and above. In the current negotiations the origin of this structure was the basis for some disagreement.

In the Agreement of 2004 through 2006 the compensation schedule had for pay grades topping off at 3+ years. In addition a longevity pay termed "senior officer bonus" was provided. At the end of that Agreement the successor Agreement for 2007 through 2009 was negotiated that established the eight pay grades and phased out the senior officer bonus. The negotiations project that year was to fold in many of the additional payments into the compensation schedule with the result that certain education and training additional pays were eliminated to become part of the schedule. This also allowed them to become pensionized payments. One other modification achieved that year was the elimination of the fifth vacation week. As an accommodation to the unit to the bargaining parties created a spreadsheet identifying each officer by name and their pay variables for each contract year. Of course a new hired officer could not rely on the spreadsheet but had recourse

to the schedule in the Agreement.

The replacement Agreement for 2010 to 2012 adjusted the compensation grid and prepared a similar spreadsheet. This was the first time the step increases were applied with the general increase. As a result a peculiar methodology developed for computing the pay rates. The new pay rates were achieved by applying the general increase to the compensation of the prior year based upon the step increase. The obvious effect of this would be to artificially inflate the high end of the pay scale more rapidly than the low-end. The traditional way of applying general increases is to first adjust the base and then make the step adjustment. That was not pursued until the next Agreement.

In negotiations for the 2013 through 2015 Agreement, several adjustments were made to the compensation scale. First there was a zero increase for 2013 but with a signing bonus of \$800 in lieu of an increase that year. Based on the rates in the expiring Agreement for 2012 the signing bonus was equivalent to a percentage increase ranging from 1.75% to 3.75% . In 2014 there was a 2% increase in 2015 a 1.5% increase.

This is where the record in negotiations becomes murky. The Union claims that the Employer did the calculations for the pay grid and the Employer says the Union's chief negotiator, no longer present, created the traditional spreadsheet for the officers by name. Somehow the result was based on a different methodology than had been used before. Now the general increase percentage applied to the base rate before the step increase. This is the more traditional approach. It also reduces the unit's prospect of ever obtaining the higher compensation levels that might have been achieved through the prior methodology. The Union complains that there was no meeting of the minds on such a change. It believes the Employer was bound by the prior practice. The Employer stands on the

Agreement as prepared and signed. Therefore a grievance arbitration ensued which is now pending decision with regard to the calculation of the 2014 payments.

In the current negotiations for the replacement Agreement of 2016 through 2018 the Union agreed that what it refers to as the Employer's grid is the proper calculation going forward and would accept it after verifying the method of calculation. The disagreement was over whether the general increases would be 3% annually or 2% annually. The Union's insistence on the higher amount was based on the "concessions" made to achieve the step and grade grid originally (elimination of additional pays and vacation week). The additional percentage would be compensatory for accepting the adjustment to a grid that had since been changed without bargaining. The Employer insists that the grid had been bargained into the contract and that the "concessions" were not "quid pro quo" for the step and grade design but presented independent advantage of becoming pensionized pays.

The Union's proposed increases for both units would amount to \$52,000 annually over the successor Agreement with the first year impacted by another \$8000 in the Union's proposal on the uniform allowance. It argues this is within the budget tolerances of the Township.

COMPENSATION : WAGE COMPARISONS: EXTERNAL

According to SERB clearinghouse information, the annual pay rate increase reported for Stark County police bargaining units for 2016 and 2017 is 1.5% or 2.0%. The Employer argued that many Ohio unions have had to adjust pay increases in context of the employees' increasing share of insurance costs. In Perry Township annual pay increases were agreed without increased contribution to annually increasing insurance premiums. Neither has there been a reduction in the schedule of benefits. coverage.

The external comparisons to employees performing similar work in the labor market show:

Employer	Entry Rate	Rank	Top Rate	Rank	Percent	Rank
Alliance*	\$36,753.60	8	\$45,385.60	8	1% ² 1% 1%	3
Canal Fulton*	\$39,395.20	6	\$54,350.40	5	2% 2% 2%	1
Canton City					2% 2% 2%	1
Jackson Twp.*	\$47,965.01	1	\$54,001.58	7		
Lake Twp.					1.5% 1.5% 2%	2
Lawrence Twp.**	\$49,088.00	2	\$56,347.20	2	10% ³ 0% 2%	?
Louisville	\$46,342.84	4	\$55,779.86	3		
Massillon***	\$43,035.20	5	\$56,596.80	1		
North Canton	\$47,216.00	3	\$54,308.80	6	2% 2% 2%	1
Perry Twp.	\$38,188.80	7	\$55,078.40	4	2%'s vs 3%'s	1 vs 1+

Most recent rates 2015 (or 2015-17) unless noted otherwise:*2014 -16 **; 2013-15 **; 2012-15.

The external comparisons above show that of the police departments of the county nearly all pay higher starting rates than the Township, but that the Township is mid range at the top rate. In addition it shows that the general increases in the County are similar to the Employer's proposal and that the Union's proposal would make the general increase in outlier at the high end. The Union justifies that as stated in consideration of contractually accepting of the Employer's grid for the wage scale. It also requested a \$1.50 adjustment for probationary employees to address the low end rate.

COMPENSATION : WAGE COMPARISONS: INTERNAL

The internal wage comparisons, a subject typically cited in negotiations, is not one of the listed statutory factors. The only wage comparison per the statute are to public or private employees performing similar work, the second criteria. The internal comparison made to employees of

² Plus lump sum.

³ No longer pays pension contribution.

Employer outside of the bargaining unit, whether organized or not, is properly a consideration under the sixth statutory criteria, "...other factors... traditionally taken into consideration" in bargaining. These comparisons are often made by both parties not only on the subject of wages but also paid time off, insurance and others.

In this case the Union refers only to the wage comparison of the non-bargaining unit employees of the police department. The part-time officers received a 2% increase in 2015 as compared to the 1.5% of the CBA. The same is true of the motor maintenance employees. The clerical employees of the department received much higher increases based on their hourly rate at the level of approximately 12%. Finally the Union notes the Chief requested and received a 5% increase in 2015 after receiving the 0% and 2% which the units also had received in 2013 and 2014.

The Employer objected to considering any of the internal wage comparisons whatsoever. However, it did demonstrate that the wages of the part-time officers were below those paid by the police departments of comparable communities except Canal Fulton which is a small city of 2.5 square miles and a population of 5000. The motor maintenance employees are shared with the fire department. In order to justify the adjustment for the administrative staff the Chief presented to the Trustees a comparison of their rates showing both of them below or at the low end of the range for comparable positions in the county even after the adjustment. As to the increase for the Chief of Police, the Employer demonstrated that in 2015 he was the lowest paid police chief in the comparative communities except for Canal Fulton. He had taken the position in 2009 at a compensation rate below that of the exiting chief and had not received an increase other than the 2% in 2014 until the adjustment made in 2015 of 5%. The circumstances of his case are dissimilar to the bargaining unit that had a history of steady increases.

PAID TIME OFF: VACATION AND PERSONAL DAYS

The Union is seeking a fifth year of vacation at the 15 year service level both as restitution of the loss of the fifth year in the negotiations over the step system, and in achieving parity to comparable departments.

The external comparison evidence shows that Perry Township topped off vacation with four weeks. Five other communities have adjust to five weeks in the 15th year of which three have maximums of six weeks at 20. Only one other maintains four weeks beyond the 15 years, Louisville, but adds a fifth week at 21 years. The result is that over a 25 year career, officers of three of the county communities receive 104 days vacation, two receive 98, Louisville receives 89, and Perry Township the lowest, 87.

As an internal comparison the Union refers to the Perry Township fire department. It has similar accrual schedule for vacation hours by years of service but the fire department yields higher hours and more days off after adjusting for the addition of Kelly days.

The Employer opposed an additional vacation week as a holdover from past negotiations where it was rejected. It has provided four weeks vacation after 10 years of service in all collective bargaining agreements and for the non bargaining employees. Any additional weeks above that had been negotiated out of the various agreements so that now the Employer has a uniform policy for vacation. In addition the Employer objects to comparison to the fire department because its 24/48 schedule makes it unique.

Union proposes three personal days as comparable to the six Kelly days of the fire department. In addition external comparisons show Perry Township has the minimum number of holidays, ten. While some comparable communities also have the minimum, all of the comparable

communities have personal days in addition to those holidays. The total of holidays and personal days in some cases can be as high as 18 days (Massillon) or even 12 or 13 (Jackson and North Canton).

Perry Township has never provided for paid personal days for any of its employees in any department, bargaining unit or otherwise. It opposes adding that paid time off now.

ADDITIONAL PAYS: COMPENSATORY TIME

The maximum accrual for the compensatory time bank is 172 hours. The Union seeks an opportunity to cash out up to 40 hours twice in the year. The Union's evidence demonstrated that the compensated time for the past three year contract term for each employee has been relatively unchanged year-to-year. The average annual usage of compensatory time as been between four and five hours annually. On this basis it argues that the proposal would have negligible effect. In addition it made an internal comparison to the road and bridge maintenance agreement which allows a larger accrual, 240 hours with a 40 hour cash out.

The Employer proposed reducing the bank to 80 hours with a cash out of compensatory hours in excess of 80 twice per year. The Employer distinguishes the road workers' agreement based on that unit's different compensation and seasonal demand for time usage.

ADDITIONAL PAYS: OFFICER IN CHARGE

Article 21 of the Agreement provides for a temporarily upgrading bargaining unit members to fill temporary position vacancies as defined. In negotiations the parties had discussed the method of filling in for the absence of a sergeant on a shift by designation of an officer in charge. They agreed in principle on the position but different on the compensation. The Union's evidence demonstrated that for 2015 there was an occasion of 58 shifts in a six-month period in which an

officer in charge would be utilized. Union's proposal of two dollar an hour additional pay would produce an annual cost of approximately \$1856.00. The Employer proposed additional pay of one dollar an hour commensurate with the field training officer pay leaving the responsibilities to be similar. Union disputed the wider scope of the responsibility of an OIC as opposed to a one-on-one training relationship.

ADDITIONAL PAYS: UNIFORM ALLOWANCE

The Union sought several changes in the additional pay for uniform allowance. A new hires and officers receive a \$1000 allowance. The Union demonstrated that the the required items from the uniform policy of the Township for a new hire when purchased at a specialty uniform provider having law enforcement prices is over \$2000. It proposes a \$2000 uniform allowance for probationary employees. The Employer's testimony was that new hires do not purchase all items in one year but the items are purchased over time.

In light of inflation and the cost demonstrated on the list of items the Union proposed \$1200 for bargaining unit members. Among the comparative communities three were at \$1000 and three were \$1200-\$1300. The Union presented evidence that the maximum amount is being reached earlier each year by the officers and more members annually either zero out or go over the allowance. The Employer countered with evidence of a large number of employees who ended the year with large positive balances or spent down the large positive balances in the last months of the year.

The Union had requested to add a weapon security/storage device to the approved list of items for which the uniform allowance may be used. In its position statement the Employer agreed to allow a bargaining unit member, one time, to purchase a "weapon security/storage device" (Section 34.4). This was explained that the device was for the purposes of safety of the duty weapon

at the officer's home but that the allowance should not be used for the purpose of updating the device for technological improvements and changes in the design of such devices. That was agreed without adding language as a qualifier because the weapons allowance clause lists items that are recurring expenses and those that are not (eg weapon, badges). The device falls into the last category.

REPORT AND RECOMMENDATION

ISSUE: Tentative Agreements (TA)⁴

CONTRACT SECTIONS:

At the opening of the hearing both of the parties agreed the Articles not listed here remain current contract language except the those modified by the issues for hearing below. In addition, the parties entered TA's pre-hearing and executed after hearing on additional issues as follows.

[SERGEANTS / GOLD] **Appendix A.**

Article 26, Sick Leave, Section 26.10

Article 32, Compensation.

Article 39, Miscellaneous, Section 39.3.

[PATROL and SERGEANTS / BLUE & GOLD] **Appendix B.**

Article 8, Rights of bargaining Unit Members, Section 8.2, subsection (5).

Article 11, Probationary Period, Section 11.1.

Article 15, Critical Incidents, Sections 15.4, 15.5, and 15.6.

Article 16, Personnel Files, Section 16.5.

Article 17, Discipline, Section 17.4.

Article 19, Vacancies, Sections 19.1 and 19.2.

Article 20, Promotional Exams, Sections 20.2, 20.3, 20.6 and 20.7.

Article 27, Funeral Leave, Section 27.1.

Article 30, Jury Duty, Section 30.1.

Article 35, Training and Schooling, Sections 35.5 and 35.6.

Article 40, Duration of Agreement, Sections 40.1 and 40.2.

POSITIONS: The Employer: The Employer has agreed in separate documents to tentative Agreements on several of the issues at the hearing on the merits.

POSITIONS: The Union: The Union has agreed has agreed in separate documents to tentative Agreements on several of the issues at the hearing on the merits.

FACT FINDINGS : The pre-hearing Tentative Agreements are those listed at **Appendix A&B.**

ISSUE Tentative Agreements Recommendation: The Fact-Finder recommends those tentative Agreements. Those open terms that were not subject to Tentative Agreements at the hearing that were placed before the Fact Finder are subject to fact finding report below The remainder of the contract terms remain as CCL. Only the TA as to duration is expressly stated (below Issue No.10) in order to facilitate future research by SERB or bargaining parties.

⁴ Abbreviations herein: Tentative Agreements "TA" and current contract language "CCL."

ISSUE: No. 1.

CONTRACT : Article 21, Working Out of Classification, Section 21.5, NEW subsection (B).

POSITIONS: The Union's Proposal: CCL for all sections except those modified as additions in bold and deletions by cancellation below:

Section 21.3 The various provisions of this Article shall apply to temporary position vacancies involving both bargaining unit positions, as well as the non-bargaining unit positions **to include while acting as the shift officer-in-charge in the absence of a sergeant. Any Bargaining Unit Member while acting as the shift officer-in-charge, shall be compensated an additional \$2.00 per hour.** Any Bargaining Unit Member temporarily assigned to a position excluded from the bargaining unit shall maintain his seniority and grievance rights within the bargaining unit for the period of his assignment.

Section 21.5 When a Bargaining Unit Member is temporarily upgraded... the Bargaining Unit Member's step rate of pay according to one of the following methods which is of greater value:

- A. Classification salary base in the higher level position, or
- B. **A rate of pay of at least fifteen (15%) percent above current rate of pay.**

...

POSITIONS: The Employer's Proposal : To Section 21.3 OIC position agreed if as follows (addition in bold, deletion in cancellation and modification of Union proposal underscored):

Section 21.3 The various provisions of this Article shall apply to temporary position vacancies involving both bargaining unit positions, as well as the non-bargaining unit positions **to include while acting as the shift officer-in-charge in the absence of a sergeant. Any Bargaining Unit Member while acting as the shift officer-in-charge, shall be compensated an additional-~~\$2.00~~ \$1.00 per hour.** Any Bargaining Unit Member temporarily assigned to a position excluded from the bargaining unit shall maintain his seniority and grievance rights within the bargaining unit for the period of his assignment.

This is the same additional compensation as is paid to a bargaining unit member working as a Field Training Officer, an additional One Dollar (\$1.00) per hour. [Article 35, Section 35.6]
To Section 21.3, CCL.

FACT FINDINGS :

- (1) See Findings: above for context.
- (2) At hearing the Employer agreed to the above Union proposal for Sec. 21.3 for the OIC position and the hourly compensation.
- (3) The parties agreed not to include the above new Section 21.5(B) because there is no history of temporary upgrades.
- (4) The parties entered a mediated settlement.

ISSUE 1 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements. See **Appendix D.**

ISSUE: No. 2

CONTRACT :Article 23, Overtime Pay and Court Time, Sections 23.2 and 23.4.

POSITIONS: The Union's Proposal: CCL for all sections except those modified as additions in bold and deletions by cancellation below:

Section 23.2 All 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, shall cause the employee to be compensated a minimum of three (3) hours pay. **An employee assigned to the midnight shift shall be compensated a minimum of four (4) hours pay.**

Section 23.4 An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of one hundred seventy-two (172) hours. **An employee may convert to cash up to forty (40) hours of accrued and unused compensatory time twice per year.**

POSITIONS: The Employer's Proposal : To Section 23.4 CCL.

To Section 23.4,Employer counters contingent upon the Union accepting the Employer's compensation proposal [Article 32] (with addition in bold, deletion in cancellation and modification of Union proposal underscored):

Section 23.4 An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of ~~one hundred seventy-two~~ eighty (~~172~~)(**80**) hours. **An employee may convert to cash up to forty (40) hours of accrued and unused compensatory time in excess of eighty (80) hours not more than twice per year.**

FACT FINDINGS :

- (1) See Findings: above for context.
- (2) The parties both receded from their proposals and agreed not to include either of the parties' above Article 23 proposals in consideration of an Agreement.
- (4) The parties entered a mediated settlement.

ISSUE 2 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements.

ISSUE: No. 3

CONTRACT: Article 24, Holidays. NEW Section, 24.3.

POSITIONS: The Union's Proposal: CCL for all sections except those modified as additions in bold and deletions by cancellation below:

Section 24.3 Effective January 1, 2016 non-probationary employees covered by this Agreement shall be granted three (3) eight (8) hour personal days leave with pay annually. Employees shall be required to give the Chief advance notice when requesting such leave. The granting of such personal leave is subject to the staffing and work load requirements of the Department, and may be denied if staffing and work load requirements so mandate. Special consideration shall be given in the event of a personal emergency. The personal leave day must be taken in the year earned and may not be carried over from one (1) year to the next.

POSITIONS: The Employer's Proposal : CCL

FACT FINDINGS :

- (1) See Findings: above for context.
- (2) The parties agreed not to include the above Union's Article 24 proposals in consideration of an Agreement.
- (4) The parties entered a mediated settlement.

ISSUE 3 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements.

ISSUE: No. 4

CONTRACT :Article 25, Vacation, Section 25.1.

POSITIONS: The Union's Proposal: CCL for all sections except those modified as additions in bold and deletions by cancellation below:

Section 25.1 Each member of the bargaining unit who has completed one (1) year of service shall be entitled to paid vacation in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF WEEKS</u>
After one (1) year	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks
After fifteen (15) years	Five (5) weeks
After twenty (20) years	Six (6) weeks

POSITIONS: The Employer's Proposal : CCL

FACT FINDINGS :

- (1) See Findings: above for context.
- (2) The parties agreed not to include the above Union's Article 25 proposals in consideration of an Agreement.
- (4) The parties entered a mediated settlement.

ISSUE 4 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements.

ISSUE: No. 5

CONTRACT :Article 32, Compensation, Sections 32.1, 32.2 and 32.3.

POSITIONS: The Union's Proposals: Section 26.01:

2016 3% (1/1) Section 32.1 with \$1.50 adjustment to the probationary employee grade.

2017 3% (1/1) Section 32.2

2018 3% (1/1) Section 32.3.

The Union agrees with the Employer's step grid as designed for the 2016-18 Agreement.

POSITIONS: The Employer's Proposal :See **Appendix C**

2016 2% (1/1) Section 32.1

2017 2% (1/1) Section 32.2

2018 2% (1/1) Section 32.3.

Contingent on using the Employer's step grid as designed for the 2016-18 Agreement.

FACT FINDING :

(1) See Findings above for context.

(2) The parties entered a mediated settlement.

ISSUE 5 Recommendation:

After mediation the Union agreed to recede from its proposal and to agree to a new salary schedule and amendment to Section 32.1, 32.2, and 32.3 using the Employer's step grid as designed for the 2016-18 Agreement in consideration of an Agreement on the entire package. After hearing and before issuance of the award the parties discovered calculation errors of a rounding nature. Those were corrected by the parties and should appear in the attached schedule notwithstanding any earlier rendition of the schedule. The Fact-Finder recommends those Agreements. **See Appendix D.**

ISSUE: No. 6

CONTRACT :Uniform Allowance, Sections 34.1 through 34.5, inclusive.

POSITIONS: The Union's Proposal: CCL for all sections except those modified as additions in bold and deletions by cancellation below:

Section 34.1 All newly hired probationary employees shall receive a uniform allowance in the amount of ~~one two~~ thousand and 00/100 dollars (\$~~2,000.00~~) within thirty (30) days of their hire date. ~~Effective for calendar year 2013 only, and payable at the next regular pay period following ratification of this Agreement, each member of the bargaining unit shall receive a one, time lump sum, uniform allowance adjustment equal to the total sum of eight hundred dollars (\$800.00), plus any amount remaining and unspent in that employee's 2012 uniform allowance account.~~

Section 34.2 Effective January 1, 2013 **6**, All non-probationary members of the bargaining unit shall receive an annual uniform allowance in the amount of one thousand **two hundred** and 00/100 dollars (\$1,**0200.00**).

Section 34.4 The uniform allowance may be utilized by a member of the bargaining unit for purchase or maintenance/cleaning of all required uniform clothing, components, shoes, rain gear, leather, weapons, **weapon security/storage device**, badges and other required decoration. Plain clothes officers (Detectives) may utilize their allowance for the purchase of civilian clothing. The Employer shall provide each member of the bargaining unit with a protective vest and agrees to replace protective vests as necessary in accordance with the manufacturer's recommendations.

Section 34.5 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, the Township shall repair or replace same up to a maximum of ~~one hundred fifty eight~~ hundred dollars (~~\$150.00~~) (**\$800.00**) per occurrence. Proof of cost incurred is required.

Section 34.6, (Employer to provide fifty rounds of ammunition per month for additional range shooting.)

POSITIONS: The Employer's Proposal :CCL for entire article except:

To Sections 31.1, 34.2, 34.3 all CCL.

To Section 34.4, the Employer agrees.

To Section 34.5, the Employer counters] (with addition in bold, deletion in cancellation and modification of Union proposal underscored):

Section 34.5 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty **and with submission of an incident report**, the Township shall repair or replace same up to a maximum of ~~one hundred fifty eight three~~ hundred dollars (~~\$150.00~~) (~~\$800.00~~) (**\$300.00**) per occurrence. Proof of cost incurred is required.

FACT FINDINGS :

(1) See Findings: above for context.

(2) At hearing the parties agreed to the language deletion from Sec. 34.1 and to the revision of both the Union's proposals for Secs. 34.1 and 34.2 to provide uniform allowance of \$1,200.00.

- (3) At hearing the Employer agreed to the above Union proposal for Sec. 34.4.
- (4) The parties agreed to the above Employer counter proposal on Sec. 34.5 with a modification to include reimbursement at cost for handgun and prescription glasses.
- (5) The Union withdrew its above proposal on new Sec. 34.6 (ammunition) in its pre hearing statement and the parties agreed not to include it in the final Agreement.
- (6) The parties entered a mediated settlement.

ISSUE 6 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements. See **Appendix D.**

ISSUE: No. 7

CONTRACT :NEW Article – Minimum Staffing.

POSITIONS: The Union's Proposal: New article and section:

Section #.1 Minimum staffing levels contribute to the overall maintenance of reasonably safe working conditions. The Employer will maintain a minimum of three (3) bargaining unit members assigned to patrol functions of each primary shift, excluding probationary members who are in field training.

POSITIONS: The Employer's Proposal : CCL

FACT FINDINGS :

- (1) See Findings above for context.
- (2) At hearing the Employer disclosed the desire to expand services to felony representation.
- (3) The parties entered a mediated settlement.

ISSUE 7 Recommendation:

After mediation the Union agreed to recede from its proposal and to agree to CCL in consideration of an Agreement on the entire package. The Fact-Finder recommends those Agreements.

ISSUE: No. 8

CONTRACT :NEW Article – Education Benefits.

POSITIONS: The Union's Proposal: The Union proposes that the Employer reimburse Union members for registration, tuition and laboratory fees upon completion of an accredited college course with a grade of "C" or better. The Union has brought this same proposal forward during the last three contract bargaining cycles.

POSITIONS: The Employer's Proposal :CCL

FACT FINDINGS :

- (1) The Union withdrew its above proposal in its pre hearing statement and at hearing the parties agreed not to include it in the final Agreement.
- (2) The parties entered a mediated settlement.

ISSUE 8 Recommendation:

After mediation the Fact-Finder recommends the parties' agreements.

ISSUE: No. 9

CONTRACT : Article – Training and Schooling, NEW Section 35.7

POSITIONS: The Union's Proposal:

Fire arm proficiency allowance of \$1000.00 when officer passes annual qualification with primary weapon.

POSITIONS: The Employer's Proposal : \$500.00

FACT FINDINGS :

- (1) See Findings above for context.
- (2) At hearing the Union made the above proposal after it withdrew others in consideration of an Agreement on the entire package.
- (3) The parties entered a mediated settlement.

ISSUE 9 Recommendation:

After mediation the parties agreed to the Union proposal with a \$600.00 payment to allow payment net taxes to approximated \$500.00. It appears as new Section 35.7 added to the TA on training. The Fact-Finder recommends those Agreements. See **Appendix D.**

ISSUE: No. 10. Duration

CONTRACT : Article 40 Duration of Agreement

POSITIONS: The Employer's Proposal : Effective date January 1, 2016 to December 31, 2018.

POSITIONS: The Union's Proposal: Effective date January 1, 2016 to December 31, 2018.

FACT FINDING :

Both parties agreed to the three year duration as one of the TA's.

ISSUE 10 Recommendation: Duration (Article 40, Section 40.1). The Fact-Finder recommends the Agreement per the TA. See attached **Appendix B**.

Made and entered at Cuyhoga County, Ohio
December 22, 2015



Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on **December 22, 2015**, to both FOP/OLC, and the Perry Township in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

APPENDIX A

ARTICLE 26

SICK LEAVE

Section 26.1 Sick leave, for purposes of this Agreement, shall be an absence from duty with pay necessitated by illness or injury to the employee; exposure by the employee to contagious disease communicable to other employees; or illness or injury to a member of the employee's immediate family residing within the same household as the employee. Sick leave may be used for the illness or injury of a family member not residing within the employees household with prior approval from the Chief of Police or his/her designee.

Section 26.2 All members of the bargaining unit shall earn sick leave at a rate of fifteen (15) days per year, and may accumulate up to ninety (90) days per year. Any time an employee works over and above their normally scheduled eight (8) hour shift or normally scheduled forty (40) hour work week, the employee will earn sick time proportionally.

Section 26.3 Sick leave shall be compensated at the employee's regular hourly rate of compensation. Sick leave shall not be used in segments of less than one (1) hour.

Section 26.4 An employee who is to be absent on sick leave shall notify the on-duty dispatcher of such absence and the reason therefore within one-half (½) hour prior to the start of his scheduled shift.

Section 26.5 A member of the bargaining unit who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 26.6 Before an absence in excess of three (3) consecutive days may be charged against accumulated sick leave, the Chief or his designee may require such proof of illness or injury as may be satisfactory to the Chief, or may require the employee to be examined by a physician designated by the Chief and paid for by the Employer. If the employee fails to submit adequate proof of illness, or injury, upon prior request of the Chief, or in the event that such proof as is submitted or upon the receipt of medical examination the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 26.7 Any abuse of sick leave or the pattern use of sick leave shall be just cause for disciplinary action as prescribed in this Agreement.

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Initial Proposal

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Section 26.8 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 26.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing in the same household as the employee.

Section 26.10 Upon 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 Fiscal Officer not to exceed ~~thirty ninety (30) (90)~~ days or ~~two hundred and forty seven hundred and twenty (240) (720)~~ hours.

CA

The Township Fiscal Officer shall cash out any accumulated sick leave in excess of ~~thirty (30) ninety (90) days or seven hundred twenty (720) hours~~ during the first pay period of each year of this Agreement for each Bargaining Unit Member OR the employee may notify the Township Fiscal Officer in writing by December 1st of each year of this Agreement to carry over any accumulated sick leave.

CA
Cant

FOR THE EMPLOYER:

[Signature] 12/10/15

FOR THE UNION:

[Signature]

ARTICLE 32

COMPENSATION

Section ~~33.132.1~~ 32.1 Effective January 1, 2007, and for the life of this agreement, there shall be a rank differential between the base salary of a sergeant and a base salary of the highest paid Patrol Officer of fifteen percent (15%). For the purposes of this Agreement, the base salary of a Patrolman, shall be the amount set forth at ARTICLE 32, COMPENSATION, Sections 32.2 1-3 (H) as calculated without step, at page 44, of the Collective Bargaining Agreement between the PERRY TOWNSHIP BOARD OF TRUSTEES, STARK COUNTY, OHIO (PERRY TOWNSHIP POLICE DEPARTMENT) AND FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., representing PATROL OFFICERS and DETECTIVES, for the period January 1, ~~2013~~ **2016** through December 31, ~~2015~~ **2018**.

2016 Pay Chart 3.0% Sergeants		
Base	15% Rank Differential	Pay Rate
2017 Pay Chart 3.0% Sergeants		
Base	15% Rank Differential	Pay Rate
2018 Pay Chart 3.0% Sergeants		
Base	15% Rank Differential	Pay Rate

da
CPH

Section 32.2 All bargaining unit members assigned to the “afternoon shift” shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

All bargaining unit members assigned to the “midnight shift” shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

Any bargaining unit member who actually works from 1400 to 0559 shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

ADA

FOP/OLCI G
Initial Proposal
Date: 12/7/15
Page: 2 of 2

ARTICLE 32
COMPENSATION

Continued: (Page 2 of 2)

FOR THE EMPLOYER:

[Signature]
12/10/15

FOR THE UNION:

[Signature]

ARTICLE 39

MISCELLANEOUS

Section 39.1 Except when a member of the bargaining unit is found by a court to have acted in an intentional, willful, wanton or malicious manner, the Employer shall indemnify and hold harmless the member of the bargaining unit from any liability arising from or because of or due to any claim or suit brought against such employee arising from or because of any action on or in behalf of such employee within the scope of his employment.

Section 39.2 Employer shall defend and indemnify an employee of the bargaining unit in accordance with Chapter 2744 of the Ohio Revised Code.

Section 39.3 Employees shall be permitted to **retain residency as permitted by law** maintain a residence anywhere within a twenty-five (25) mile radius of the police department ~~COH~~

Section 39.4 In the event the Employer requires a member of the bargaining unit to undergo any physical, medical, psychological, or other examination, the Employer shall pay the cost of the examination and shall pay the employee for the time spent undergoing such examination.

Section 39.5 Each employee shall be granted two (2) fifteen (15) minutes break periods and one (1) forty-five (45) minute lunch period during each eight (8) hour shift. These rest periods are intended to be a recess to be proceeded and followed by extended work periods, and may not be used to cover an employee's late arrival to work or early departure nor they be regarded accumulative if not used. This provision shall not be construed to be a relief from duty.

Section 39.6 As far as legally permissible, should the Township of Perry incorporate, during the term of this Agreement, it agrees to maintain employees covered by this Agreement and the job title held and at the salaries received at the time of incorporation. All of the portions of this Agreement will continue to be in effect after incorporation.

Section 39.7 All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 39.8 During the term of this Agreement, if negotiations with any other Township employee bargaining groups receive economic benefits from the Township which are greater than those within this Agreement, the Township and the FOP shall re-open negotiations on only those economic issues.

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Date: 12/7/15
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ARTICLE 39
MISCELLANEOUS

Continued: (Page 2 of 2)

FOR THE EMPLOYER:

CD Hall 12/10/15

FOR THE UNION:

Cway

APPENDIX B

FOP/OLCI B & G
Initial Proposal
Date: 12/07/15
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ARTICLE 8

RIGHTS OF BARGAINING UNIT MEMBERS

Section 8.1 Political Activity - Except when on duty or acting in an official capacity, no bargaining unit member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in such activity.

Section 8.2 Rights of Bargaining Unit Members While Under Investigation - When a bargaining unit member is under investigation or is subjected to questioning for any reason, the following minimum standards shall apply:

1. Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless exigent circumstances otherwise require.
2. Questioning of the bargaining unit member shall take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.
3. The bargaining unit member under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.
4. During any single period of questioning of the bargaining unit member, all questions shall be asked by or through a single investigator.
5. The bargaining unit member under investigation shall be informed in writing of the nature of the investigation prior to any questioning. **Prior to questioning or prior to providing a statement, the bargaining unit member shall be permitted to review any departmental video, images and audio that may does exist of the incident giving rise to the investigation.**
6. Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the bargaining unit member.
7. No threat against, harassment of, or promise or reward (except an officer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation to induce the answering of any question.
8. All questioning of any bargaining unit member in connection with the investigation shall be recorded in full in writing or by electronic device, and a copy of the transcript shall be made available to the member under investigation.

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9. The bargaining unit member under investigation shall be entitled to the presence of a nonemployee representative, (Union's attorney, or FOP Representative), at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

10. At the conclusion of the investigation, the Employer shall inform the bargaining unit member under investigation, in writing, of the investigative findings and if any recommendations or disciplinary action that the Employer intends to make.

11. A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case that:

- A. contain exculpatory information
- B. are intended to support any disciplinary action, or
- C. are to be introduced in the disciplinary hearing

Section 8.3 Opportunity for a hearing -

1. If an investigation of a bargaining unit member results in a recommendation of disciplinary action, the Employer shall notify the bargaining unit member that the member is entitled to a hearing on the issues by a hearing officer.

2. The Employer shall determine the person to be selected as the hearing officer, and the procedures for a disciplinary hearing.

Section 8.4 Summary Punishment and Emergency Suspension -

1. This section does not preclude an Employer from providing for summary punishment or emergency suspension for misconduct by a bargaining unit member.

2. An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

Section 8.5 Notice of Disciplinary Action - When disciplinary action is to be taken against a bargaining unit member, the member shall be notified of the action and the reasons therefore, a reasonable time before the action takes effect.

Section 8.6 At the time that any bargaining unit member is notified to report for an internal investigation, and upon the bargaining unit members request, he shall be provided an opportunity within a reasonable time frame to contact a non-employee representative for the purpose of representation.

Section 8.7 No polygraph examination shall be given for investigative, or other purposes, unless requested by the bargaining unit member being questioned.

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2015-MED-09-0950

FOP/OLCI B & G

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Section 8.8 Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning; an investigating Officer may accompany the member during his search and review of such documents.

Section 8.9 A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

Section 8.10 Before a Bargaining Unit Member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, except no member shall be charged with insubordination where such refusal is premised on his exercise of the rights and advice afforded him as outlined in this Article.

Section 8.11 Any evidence obtained in the course of internal investigation through the use of questionable procedures, such as administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary hearing. However, notification to a bargaining unit member that potential corrective action could result if the bargaining unit member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this Paragraph.

Section 8.12 When a bargaining unit member is to be interviewed regarding the investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established in this Article.

Section 8.13 When an anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than ten (10) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.

Section 8.14 Any signed complaint received concerning alleged misconduct by a bargaining unit member who was off duty when the alleged incident occurred shall be treated the same as any complaint made by a citizen against a bargaining unit member for misconduct while on duty. If criminal charges are involved, no Departmental action will be taken until a determination is made through the courts as to his guilt or innocence; except when the charge (s) involved is/are a felony, theft offense, or a sex offense.

Section 8.15 Retaliation for Exercising Rights - There shall be no penalty or threat of penalty against a bargaining unit member for the exercise of the member's rights under this section.

2015-MED-09-0949

2015-MED-09-0950

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Section 8.16 Other Remedies not Impaired -

1. Nothing in this section shall be construed to impair any other legal remedy that a bargaining unit member has with respect to any rights under this section.
2. A bargaining unit member may waive any of the lights guaranteed by this article.

Section 8.17 Prohibition of Adverse Material in Member's File - The Employer shall not insert any adverse material into the file of any bargaining unit member unless the member has had an opportunity to review and comment in writing on the adverse material.

Section 8.18 Disclosure of Personal Assets - A bargaining unit member shall not be required or requested to disclose any item of the member's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the member's household), unless:

1. The information is necessary in investigating a violation of any federal, state, or local law, rule, or regulation with respect to the performance of official duties, or
2. Such disclosure is required by federal or state law.

FOR THE EMPLOYER:

CD. Hall
12/10/15

FOR THE UNION:

[Signature]

FOP/OLCI B & G

Initial Proposal

Date: 12/7/15

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ARTICLE 11

PROBATIONARY PERIODS

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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) year ~~following completion of the new hire's Field Training experience.~~ 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 11.2 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 EMPLOYER:

C. D. Hall 12/10/15

FOR THE UNION:

[Signature]

ARTICLE 15

CRITICAL INCIDENTS

Section 15.1 For the purpose of this Article a Critical Incident shall be defined as: Any event that occurs that has the ability to overpower the Bargaining Unit Member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of Critical Incidents are (but not limited to): Any line of duty death, officer involved shooting, physical assault, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatalities, or mass casualty incidents.

Section 15.2 The Employer and the Union agree that within ninety (90) days of the execution of this Agreement the parties shall jointly put into effect a policy on dealing with Critical Incidents. The parties agree that this policy will be the product of joint labor/management meetings conducted at times and locations mutually agreed to by and between the parties and that all elements of the policy must be agreed upon by both the Employer and the Union before any part of the policy may be implemented. The parties also agree that this policy may be modified/changed from time to time as new information becomes available and that all changes/modifications to the policy must be in writing and agreed to by both parties prior to implementation of the change/modification.

Section 15.3 The Employer and the Union agree that when a Critical Incident occurs, every effort will be made to involve the F.O.P. Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of (C.I.R.S.) will be without cost to the Employer. The Employer understands and agrees any/all other cost(s) related to assisting any Bargaining Unit Member in his/her recovery from the Critical Incidents that are covered by the Employer's medical insurance coverage, workers compensation, retirement system, or township policy shall be born entirely by the Employer.

Section 15.4 At the employee's request, an employee who uses force resulting in death or serious physical harm to another, the employee shall be provided a minimum of twenty-four (24) hours of paid administrative leave to receive to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to duty.

Section 15.5 In a critical incident situation directly involving an employee, he/she shall not be required to make a statement within the first twenty-four (24) hours, except as necessary to protect the safety of the employee and the public, and to preserve evidence, but such inquiries shall be limited to essential basic facts.

Section 15.6 In a critical incident where a weapon has been fired, the weapon will not be taken from the employee in view of the public, unless it is necessary to maintain a proper chain of evidence. A replacement weapon shall be provided.

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ARTICLE 15

CRITICAL INCIDENTS

Continued: (Page 2 of 2)

FOR THE EMPLOYER:

CS Hall
12/10/15

FOR THE UNION:

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ARTICLE 16

PERSONNEL FILES

Section 16.1 Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records.

Section 16.2 Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 16.3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 16.4 Records of written warning and reprimands shall cease to have force and effect eighteen (18) months from the date of issuance. Any other record of discipline of any kind shall cease to have force and effect twenty-four (24) months from the date of issuance.

Section 16.5 All records relating to oral and/or written reprimands will be removed from employee's personnel files eighteen (18) months after the date of the reprimand if there has been no other discipline imposed during the preceding eighteen (18) months. Records of other disciplinary action will be removed from employee's files if there has been no other discipline during the past ~~twenty-four (24)~~ thirty (30) months. All sealed records shall remain in the employee's personnel file until it may be disposed of during the Board's annual records retention meeting pursuant to the Employer's records retention policy.

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ARTICLE 16
PERSONNEL FILES

Continued: (page 2 of 2)

FOR THE EMPLOYER:

CP Hall 12/10/15

FOR THE UNION:

[Signature]

ARTICLE 17

DISCIPLINE

Section 17.1 The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates written rules and regulations, policies or procedures. Except in the most extreme circumstances the principles of progressive discipline shall apply. The progression shall at minimum include a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. If the offenses are of a serious nature, the Chief of Police may determine that a different sequence is required. Forms of disciplinary action are:

1. written warning
2. written reprimand
3. suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. Reduction in Rank
5. Discharge

Section 17.2 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Disciplinary hearing shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officers response.

Disciplinary hearings will be conducted by the Employer or his Designee. The employee may choose to:

1. appear at the hearing to present oral or written statements in his defense
2. appear at the hearing and have an employee or non employee representative of the Union present oral or written statements in his defense
3. elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a disciplinary hearing.

FOP/OLCI B & G

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ARTICLE 27

FUNERAL LEAVE

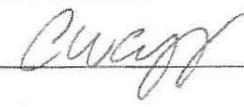
Section 27.1 An employee shall be granted time off with pay, not to be deducted from the employee's sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, "immediate family" for purposes of this article, shall be defined as employee's spouse **or domestic partner**, child, grandchild, parent, grandparent, sibling, ~~or parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law,~~ **legal guardian or loco parentis**. An employee may extend funeral leave utilizing sick leave or vacation time, under extenuating circumstances in order to attend to family needs. Such extension of funeral leave is subject to the Chief's approval which shall not be unreasonably denied.

GDH
K

FOR THE EMPLOYER:

 12/10/15

FOR THE UNION:



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ARTICLE 30

JURY DUTY LEAVE

Section 30.1 Any employee who is called for jury duty, either federal, county, or municipal shall suffer no loss of regular compensation. Any compensation received from such court, for jury duty, shall be surrendered to the Employer.

CDK **Section 30.2** Any midnight shift employee who is called for jury duty, during any regular scheduled work day shall be excused from work for the day for which he serves.

FOR THE EMPLOYER:

CDK Hall 12/10/15

FOR THE UNION:

[Signature]

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ARTICLE 35

TRAINING AND SCHOOLING

Section 35.1 Each member of the bargaining unit, upon prior approval of the Chief or his designee, may attend seminars, specialized training or continuing legal education, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities.

Section 35.2 Upon prior approval of the Chief or his designee, all costs associated with such training (fees, tuition, supplies, and room and board) shall be paid by the Employer.

Section 35.3 The Employer will furnish a vehicle for transportation or reimburse the employee for use of his personal vehicle if a township vehicle is not available for use.

The Employer will furnish a vehicle for transportation. In the event no vehicle is available for the employee's use, the employee may elect to use his personal vehicle and be reimbursed for actual mileage incurred.

Section 35.4 The Employer shall pay the employee for all time traveling to and from schooling outside the limits of the county. 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 class time for any single day school.

Section 35.5 The Employer will post and make accessible to all employees an annual training plan and update as necessary. The training plan will include information concerning course offerings, dates of training, location and cost. The Employer will attempt to evenly distribute training opportunities among all members of the bargaining unit.

Section 35.6 The employer will provide additional compensation to an employee designated as a Field Training Officer (FTO). An FTO will receive an additional ~~(1) hour of overtime~~ one dollar (\$1.00) per hour for each shift during which the employee actively serves as an FTO.

FOR THE EMPLOYER:

[Signature] 12/10/15

FOR THE UNION:

[Signature]

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ARTICLE 40

DURATION OF AGREEMENT

Section 40.1 This Agreement shall be effective January 1, 20136, and shall remain in full force and effect until December 31, 20158.

Section 40.2 If either party desires to make any changes in the Agreement for a period after December 31, 20158, then notice of such desire shall be given prior to October 1, 20158. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

EXECUTION

In the witness here whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20136.

FOR THE EMPLOYER:

[Signature]

FOR THE UNION:

[Signature]

APPENDIX C

Sheet1

2015 Pay Chart 1.5% Patrol and Detectives

Step		1	2	3	4
Negotiated Raise	1.50%	2.00%	2.50%	3.50%	4.00%
Years of Service					
A (0 < 12 months)	\$18.36				
B (1 < 2 years)	\$21.34				
C (2 < 3 years)	\$22.96				
D (3 < 5 years)	\$24.49				
E (5 < 10 years)		\$25.48			
F (10 < 15 years)			\$25.74		
G (15 < 20 years)				\$26.24	
H (20 years +)					\$26.48
		\$24.98	\$25.11	\$25.35	\$25.46

2016 Pay Chart 2.0% Base Raise Patrol and Detectives

Step		1	2	3	4
Negotiated Raise		2.00%	2.50%	3.50%	4.00%
Years of Service					
A (0 < 12 months)	\$18.73				
B (1 < 2 years)	\$21.77				
C (2 < 3 years)	\$23.42				
D (3 < 5 years)	\$24.98				
E (5 < 10 years)	\$25.48	\$25.99			
F (10 < 15 years)	\$25.61		\$26.25		
G (15 < 20 years)	\$25.86			\$26.77	
H (20 years +)	\$25.97				\$27.01

2017 Pay Chart 2.0% Base Raise Patrol and Detectives

Step		1	2	3	4
Negotiated Raise		2.00%	2.50%	3.50%	4.00%
Years of Service					
A (0 < 12 months)	\$19.10				
B (1 < 2 years)	\$22.20				
C (2 < 3 years)	\$23.89				
D (3 < 5 years)	\$25.48				
E (5 < 10 years)	\$25.99	\$26.51			
F (10 < 15 years)	\$26.12		\$26.78		
G (15 < 20 years)	\$26.38			\$27.30	
H (20 years +)	\$26.49				\$27.55

2018 Pay Chart 2.0% Base Raise Patrol and Detectives

Step		1	2	3	4
Negotiated Raise		2.00%	2.50%	3.50%	4.00%
Years of Service					
A (0 < 12 months)	\$19.48				
B (1 < 2 years)	\$22.65				
C (2 < 3 years)	\$24.37				

Sheet1

D (3 < 5 years)	\$25.99				
E (5 < 10 years)	\$26.51	\$27.04			
F (10 < 15 years)	\$26.64		\$27.31		
G (15 < 20 years)	\$26.90			\$27.85	
H (20 years +)	\$27.02				\$28.10

APPENDIX D

ARTICLE 21

WORKING OUT OF CLASSIFICATION

Section 21.1 To assure the orderly performance and continuity of services, the Employer may elect to temporarily upgrade Bargaining Unit Members on an acting basis to positions of a higher rank. For the purpose of this Article, it is understood that temporary upgrading may be authorized and made in order to fill or compensate for temporary position vacancies, which may exist for the following reasons: A position is vacant and is scheduled to be filled by a Bargaining Unit Member, and a short period of time is required so as to proceed with and complete the normal selection and appointment procedure, or the position is temporarily vacant, although permanently filled, because the Bargaining Unit Member currently assigned to it is on an approved leave of absence (i.e., vacation leave, sick leave, injury leave, military leave, educational leave, maternity leave, or other type of temporary leave of absence).

Section 21.2 It is not the intent of the Employer to circumvent or avoid the normal appointment or promotion process, and therefore the Employer agrees that it shall not use the temporary upgrading for this purpose. In the same regard, the Employer shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgrading to a minimum. However, for the purpose of this Article, it is understood that whether or not a position vacancy is to be temporarily filled shall be determined by and at the sole discretion of the Employer.

Section 21.3 The various provisions of this Article shall apply to temporary position vacancies involving both bargaining unit positions, as well as the non-bargaining unit positions **to include while acting as the shift officer-in-charge (OIC) in the absence of a sergeant. Any bargaining unit member while acting as the shift OIC shall be paid an additional two dollars (\$2.00) per hour for all hours worked while acting as the shift OIC.** Any Bargaining Unit Member temporarily assigned to a position excluded from the bargaining unit shall maintain his seniority and grievance rights within the bargaining unit for the period of his assignment.

Section 21.4 Bargaining Unit Members shall have the option to refuse temporary upgrading without prejudice when it is offered.

Section 21.5 When a Bargaining Unit Member is temporarily upgraded he shall be eligible to receive temporary upgrading pay for the total duration of his temporary upgrading assignment, provided that he is upgraded for at least one (1) full shift. The Bargaining Unit Member shall receive a pay adjustment which increases the Bargaining Unit Member's step rate of pay according to one of the following methods which is of greater value:

A. Classification salary base in the higher level position, or

The pay adjustment shall in no way affect any other pay supplement which shall be calculated using the Bargaining Unit Member's normal classification salary base. The Bargaining Unit

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ARTICLE 21

WORKING OUT OF CLASSIFICATION

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Member shall receive the pay adjustment for the duration of the temporary assignment.

FOR THE EMPLOYER:

FOR THE UNION:

Curry 12/14/15

ARTICLE 32

COMPENSATION

Section 32.1 Effective January 1, 2016 each Classification shown below, Classification A through H, inclusive shall increase by two percent (2.0%), and the base rate for each classification shall be:

<u>Classification</u>	<u>2016 Base</u>	<u>Step 1</u> (2.00%)	<u>Step 2</u> (2.50%)	<u>Step 3</u> (3.50%)	<u>Step 4</u> (4.00%)
A. Probationary	\$18.73				
B. 1 – 2	\$21.77				
C. 2 – 3	\$23.42				
D. 3+	\$24.98				
CA E. 5	\$25.48	\$25.99			
F. 10	\$25.61		\$26.25		
G. 15	\$25.86			\$26.77	
H. 20	\$25.97				\$27.01

Section 32.2 Effective January 1, 2017 each Classification shown below, Classification A through H, inclusive shall increase by two per cent (2.0%), and the base rate for each classification shall be:

<u>Classification</u>	<u>2017 Base</u>	<u>Step 1</u> (2.00%)	<u>Step 2</u> (2.50%)	<u>Step 3</u> (3.50%)	<u>Step 4</u> (4.00%)
A. Probationary	\$19.10				
B. 1 – 2	\$22.21				
C. 2 – 3	\$23.89				
D. 3+	\$25.48				
CA E. 5	\$25.99	\$26.51			
F. 10	\$26.12		\$26.77		
G. 15	\$26.38			\$27.30	
H. 20	\$26.49				\$27.55

Section 32.3 Effective January 1, 2018 each Classification shown below, Classification A through H, inclusive shall increase by two (2.0%), and the base pay rate for each classification for all bargaining unit members shall be:

<u>Classification</u>	<u>2018 Base</u>	<u>Step 1</u> (2.00%)	<u>Step 2</u> (2.50%)	<u>Step 3</u> (3.50%)	<u>Step 4</u> (4.00%)
A. Probationary	\$19.48				
B. 1 – 2	\$22.65				
C. 2 – 3	\$24.37				
D. 3+	\$25.99				
CA E. 5	\$26.51	\$27.04			
F. 10	\$26.64		\$27.31		
G. 15	\$26.91			\$27.85	
H. 20	\$27.02				\$28.10

Section 32.4 All bargaining unit members assigned to the “afternoon shift” shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

All bargaining unit members assigned to the “midnight shift” shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

Any bargaining unit member who actually works from 1400 to 0559 shall receive an additional sixty cents (\$0.60) per hour increase in their base compensation.

FOR THE EMPLOYER:

FOR THE UNION:

_____ *C. W. [Signature]* 12/14/15

ARTICLE 34

UNIFORM ALLOWANCE

A **Section 34.1** All newly hired probationary employees shall receive a uniform allowance in the amount of one thousand **two hundred** and 00/100 dollars (~~\$1,000.00~~) (**\$1,200.00**) within thirty (30) days of their hire date. ~~Effective for calendar year 2013 only, and payable at the next regular pay period following ratification of this Agreement, each member of the bargaining unit shall receive a one time, lump sum, uniform allowance adjustment equal to the total sum of eight hundred dollars (\$800.00) plus any amount remaining and unspent in that employee's 2012 uniform allowance account.~~

A **Section 34.2** Effective January 1, 2013~~6~~, All non-probationary members of the bargaining unit shall receive an annual uniform allowance in the amount of one thousand **two hundred** and 00/100 dollars (~~\$1,000.00~~) (**\$1,200.00**).

Section 34.3 An employee may carry over no more than one hundred seventy-five dollars (\$175.00) of one year's uniform allowance into a subsequent year.

Section 34.34 The uniform allowance may be utilized by a member of the bargaining unit for purchase or maintenance/cleaning of all required uniform clothing, components, shoes, rain gear, leather, weapons, **weapon security/storage device**, badges and other required decoration. Plain clothes officers (Detectives) may utilize their allowance for the purchase of civilian clothing. The Employer shall provide each member of the bargaining unit with a protective vest and agrees to replace protective vests as necessary in accordance with the manufacturer's recommendations.

A **Section 34.5** Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, the Township shall repair or replace same up to a maximum of ~~one hundred fifty~~ **three hundred** dollars (~~\$150.00~~) (**\$300.00**) per occurrence except for handgun or prescription glasses which will be repaired or replaced at cost. Proof of cost incurred **supported by completion of an incident report** is required.

FOR THE EMPLOYER:

FOR THE UNION:

_____ *C. W. [Signature]* 12/14/15

ARTICLE 35

TRAINING AND SCHOOLING

Section 35.1 Each member of the bargaining unit, upon prior approval of the Chief or his designee, may attend seminars, specialized training or continuing legal education, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities.

Section 35.2 Upon prior approval of the Chief or his designee, all costs associated with such training (fees, tuition, supplies, and room and board) shall be paid by the Employer.

Section 35.3 The Employer will furnish a vehicle for transportation or reimburse the employee for use of his personal vehicle if a township vehicle is not available for use.

The Employer will furnish a vehicle for transportation. In the event no vehicle is available for the employee's use, the employee may elect to use his personal vehicle and be reimbursed for actual mileage incurred.

Section 35.4 The Employer shall pay the employee for all time traveling to and from schooling outside the limits of the county. 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 class time for any single day school.

Section 35.5 **The Employer will post and make accessible to all employees an annual training plan and update as necessary. The training plan will include information concerning course offerings, dates of training, location and cost. The Employer will attempt to evenly distribute training opportunities among all members of the bargaining unit.**

Section 35.6 **The employer will provide additional compensation to an employee designated as a Field Training Officer (FTO). An FTO will receive an additional ~~(1) hour of overtime~~ one dollar (\$1.00) per hour for each shift during which the employee actively serves as an FTO.**

Section 35.7 **The employer shall pay the employee an annual firearms proficiency bonus of six hundred (\$600.00) dollars upon the successful qualification of the employee's primary duty weapon. The employer shall pay the bonus within two pay periods of the employee's date of qualification.**

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ARTICLE 35

TRAINING AND SCHOOLING

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FOR THE EMPLOYER:

FOR THE UNION:

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