

Received Thur, February 22, 2018
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

**In the Matter of
Fact-Finding Between:**

CITY OF NORTH CANTON

-and-

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

)
)
) 2017-MED-10-1251 Correct Case #

)
) **Case No. 17-MED-10-1215**

)
)
) **Jonathan I. Klein,**
) **Fact-Finder**

FACT-FINDING REPORT
and
RECOMMENDATIONS

Appearances

For the Employer:

Timothy L. Fox, Director of Law
Patrick A. DeOrio, Director of Administration
Laura A. Brown, Director of Finance

For the Union:

Chuck Aliff, Staff Representative
Doug Cardwell, Negotiating Committee
Frank Kemp, Negotiating Committee

Date of Issuance: *2/22/2018*

I. PROCEDURAL BACKGROUND

This matter came on for hearing February 13, 2018, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Revised Code Section 4117.14, and Ohio Administrative Code Section 4117-9-05, November 27, 2017. The hearing was conducted between the City of North Canton (“Employer”), and the Fraternal Order of Police (“Union”), at North Canton’s City Hall located at 145 North Main Street, North Canton, Ohio, 44720. The Union is currently the sole and exclusive bargaining representative for five full-time sergeants and one full-time lieutenant. (Union Position Statement).

As of the fact-finding hearing, the open proposals dealt with the following articles:

1. Overtime Pay Allowance - Article 16
2. Wages - Article 26
3. Longevity - Article 27
4. Drug Testing - Article 36
5. Hospital & Major Medical Insurance, Dental, Optical, and Prescription Medicine
6. Duration of Agreement - Article 37

The fact-finder incorporates by reference into this Report and Recommendations all tentative agreements between the parties relative to the current negotiations, and any provision of the current collective bargaining agreement not otherwise modified during the negotiations and this fact-finding process.

The parties engaged in mutual discussions over the disputed proposals from both sides. As a result of good faith negotiations, the parties reached a settlement of all outstanding issues. While the settlement precluded the fact-finder from any in-depth analysis of the agreed upon resolutions, based upon the position statements and testimony at the hearing, the settlement appears reasonable and consistent with the fact-finding criteria listed below.

II. FACT-FINDING CRITERIA

In the determination of the facts and recommendations contained herein in the absence of the settlement reached by the parties, the fact finder would have considered the applicable criteria required by Ohio Rev. Code Section 4117(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These fact-finding criteria are enumerated in Ohio Admin Code Section 4117-05(K), as follows:

- (1) Past collectively bargained agreements, if any, 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.

III. FINAL RECOMMENDATIONS

ARTICLE 16 OVERTIME PAY ALLOWANCE

Article 16 shall be modified as follows:

Section 16.02 - Current contract language.

Section 16.03 - Current contract language.

Section 16.04 Classified civil service employees of the police department shall be compensated at their hourly rate of pay for hours worked on Sunday. In addition, each officer shall receive four (4) hours of compensatory time for each Sunday worked. The compensatory time shall be held in a Compensatory Time Bank and paid once each quarter in cash. This section shall be void and without effect upon the date the parties sign the collective bargaining agreement.

ARTICLE 26 WAGES

Article 26 shall be modified as follows:

Section 26.01 Effective the first full pay period which includes January 1st of each year of this Agreement, there shall be established a rank differential for all Union members of the Bargaining Unit. The rank differential for Lieutenants will be set at ~~18.2~~ 10% above a ~~fourth-year Patrolmen's~~ Sergeant's base salary ~~below in subsections (a), and (b) and (c)~~ for non-probationary Union Lieutenants of the Union Bargaining Unit. A rank differential of ~~17.0~~ 8% above a ~~fourth-year Patrolmen's~~ Sergeant's base salary shall be established for all Lieutenants in probationary status. The rank differential for Sergeants will be set at ~~10~~ 15% above the sum of Patrolmen's base salary as defined below in subsections (A); and (B) ~~and (C)~~ for non-probationary Sergeants of the Bargaining Unit. A rank differential of ~~7~~ 12% shall be established for all Sergeants in probationary status.

A. The base salary of a patrolman as defined by the Patrolmen's Collective Bargaining Agreement for the Patrolman fourth year;

~~B. Senior Patrol Officer's stipend as defined by the Patrolmen's Collective Bargaining Agreement, reduced to an hourly rate.~~

~~C.B. An increase in the current monetary benefit(s) patrolmen or a new monetary benefit is granted to patrolmen (whether or not said benefit or compensation appears in the Patrolmen's Collective Bargaining Agreement) that is considered taxable income to the patrolmen and the same is not granted to the Bargaining Unit Members in a similar manner or fashion. Other than the Senior Patrol Officer Stipend as recited in paragraph (B) above, as of July 31, 2006, there are no current monetary benefit(s) which would be added to the patrolmen's base rate for purposes of computing the rank differential.~~

Section 26.02 Current contract language.

~~Section 26.03 Each full time employee included in the above rate schedule, and so employed on the date of the execution of this Agreement, shall receive a one time payment of \$450.00 within one month of its execution.~~

Section 26.03 Each full-time employee included in the above rate schedule shall receive the Senior Patrol Officer's stipend, currently at \$450.00, during the first pay period of January 2019 and January 2020.

**ARTICLE 27
LONGEVITY PAY**

Current contract language.

**ARTICLE 30
HOSPITALIZATION & MAJOR MEDICAL INSURANCE,
DENTAL, OPTICAL & PRESCRIPTION PROGRAM**

Article 30 shall be modified as follows:

Section 30.01 The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth ~~below~~ effective with the ~~2014~~ 12/01/2017 - 11/30/2018 plan renewal. Other plan design features are set forth below.

Section 30.02 Current contract language.

Section 30.03 The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as detailed in the hypertext link below.

<http://northecantonohio.gov/wp-content/uploads/2018/01/City-of-North-Canton-2017-SBC.pdf>

The Employer shall update the link as the plan is renewed from year to year.

Section 30.04 Current contract language.

Section 30.05 Current contract language.

Section 30.06 Current contract language.

Section 30.07 Current contract language.

**ARTICLE 36
DRUG TESTING**

Section 36.01 Current contract language.

Section 36.02 Current contract language.

Section 36.03 Current contract language.


Section 36.04 Current contract language.

Section 36.05 Current contract language.

Section 36.06 Despite Ohio's medical marijuana law, Ohio Revised Code Chapter 3796, the federal government regulates drugs through the Controlled Substances Act, which classifies marijuana as a Schedule I drug with no currently accepted medical use, together with a high potential for abuse. 21 U.S.C. 812. Accordingly, the Employer shall neither permit nor accommodate an employee's use, unlawful possession, or illegal distribution of medical marijuana. A violation of this article, however, does not impact the "just cause" provision found in Article 8, and "reasonable suspicion" provision in Section 36.01 of this Agreement.

**ARTICLE 37
DURATION OF AGREEMENT**

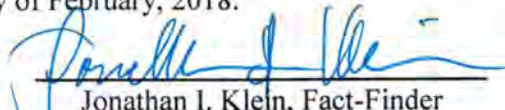
37.01 This Agreement is effective from January 1, ~~2015~~ 2018 through December 31, ~~2017~~ 2020. This Agreement shall continue from year-to-year after January 1, 2021, unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice is given by a party, the procedures for negotiations contained in R.C. 4117 shall apply.


Jonathan I. Klein, Fact-Finder

Dated:

CERTIFICATE OF SERVICE

Originals of this Fact-Finding Report and Recommendations were served upon Chuck Aliff, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio, 43215-4611 (califf@fopohio.org); Timothy L. Fox, Director of Law, City of North Canton, 145 North Main Street, North Canton, Ohio, 44720; and upon Donald Collins, General Counsel & Administration, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 (donaldcollins@serb.state.oh.us) each by electronic mail this 22nd day of February, 2018.


Jonathan I. Klein, Fact-Finder