

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF CONCILIATION  
BETWEEN**

**Case No. 2010-MED-09-1150**

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

**“Employee Organization”**

**and**

**CITY OF CANAL FULTON**

**“Employer”**

---

**OPINION AND ORDER OF CONCILIATOR**

---

**Representative on behalf of  
Employee Organization:**

Chuck Choate, Staff Representative  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
2721 Manchester Road  
Akron, Ohio 44319  
Telephone No.: (330) 753-7080  
Telecopier No.: (330) 753-8955  
E-mail: [cchoate@neo.rr.com](mailto:cchoate@neo.rr.com)

**Representative on behalf of  
Employer:**

Michael L. Seyer, Account Manager  
Clemans Nelson & Associates, Inc.  
2351 South Arlington Road, Suite A  
Akron, Ohio 44319-1907  
Telephone No.: (330) 785-7700  
Telecopier No.: (330) 785-4949  
E-mail: [mseyer@clemansnelson.com](mailto:mseyer@clemansnelson.com)

**CONCILIATOR:  
DONALD N. JAFFE, ESQ.**  
The Tower at Erieview  
1301 East 9<sup>th</sup> Street, Suite 1900  
Cleveland, Ohio 44114-1862  
Telephone No.: (216) 687-3262  
Telecopier No.: (216) 621-8369  
E-mail: [djaffelaw@aol.com](mailto:djaffelaw@aol.com)

These matters come before the Conciliator as a result of a referral on January 5, 2011 by the State Employment Relations Board (“SERB”) pertaining to conciliation protocol between the Fraternal Order of Police, Ohio Labor Council, Inc., as the collective bargaining representative of seven employees classified as police officers, and the City of Canal Fulton.

In addition to the representatives identified on the face sheet of this Opinion and Order, the following were in attendance:

On Behalf of the Union:

John M. Barabasch, Patrol Officer  
Edward P. Harbaugh, Patrol Officer  
Charles B. Kassinger, Patrol Officer  
Melissa Cosco, Patrol Officer

On Behalf of the City of Canal Fulton:

Mark Cozy, City Manager  
Paul Bagocius, Councilman  
David Frisone, Chief of Police  
Scott M. Suab, Director of Finance  
Linda Zahirsky, Councilwoman

The Conciliator, at the time of his appointment, also received a copy of the Report and Recommendations by Fact-Finder Gregory James Van Pelt dated November 10, 2010 and filed with SERB on December 16, 2010.

Revised Code §4117.14(G) sets forth the conciliation protocol and Subsection (1) particularly provides:

“The parties shall submit to final offer settlement those issues that are subject to collective bargaining as provided by §4117.08 of the Revised Code and upon which the parties have not reached agreement and other matters mutually agreed to by the public employer and the exclusive representative; **except that the conciliator may attempt mediation at any time.**” [Emphasis added.]

By mutual agreement of the parties, the conciliation hearing was scheduled for March 3, 2011. Prior to the commencement of the hearing, the parties each submitted their respective

Position Statements in accordance with Administrative Code 4117-9-06(E). With the consent of the parties, the Conciliator engaged in mediation with the parties and, as a result of the extended mediation and the comments by the representatives and parties pertaining to the issues, the Conciliator will now set forth his Opinion and Order pertaining to the issues, *seriatim*. Except as otherwise set forth herein, or as has been mutually agreed between the parties, all of the terms, provisions and conditions set forth in the current Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2010, are retained as language in the new Collective Bargaining Agreement.

The following sets forth the contract language as determined by the Conciliator:

#### **ARTICLE 19 – HEALTH AND LIFE INSURANCE COVERAGE**

Section 19.1 is deleted in its entirety and, in lieu thereof, the following is substituted:

“The Employer shall offer group medical insurance coverage for each Bargaining Unit Employee. The group medical insurance includes hospitalization, medical insurance, prescription drugs and dental. Employees electing coverage shall pay fifteen percent (15%) of the total premium, not to exceed Seventy-Five Dollars (\$75.00) per pay period, per Employee for calendar year 2011, and the Employer shall pay the balance. After December 31, 2011, Employees shall pay fifteen percent (15%), and the Employer shall pay the remaining eighty-five percent (85%).”

Section 19.2 is deleted in its entirety and, in lieu thereof, the following is substituted:

“Employees shall be entitled to term life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each Employee.

A new Section 19.6 shall be added to the Agreement which shall state as follows:

“The Employer will reimburse directly to each affected Employee an amount equal to that Employee’s or his family health and welfare deductible paid during each calendar year.”

#### **ARTICLE 28 – SICK LEAVE**

Section 28.12 is deleted in its entirety and, in lieu thereof, the following is substituted:

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

## **ARTICLE 32 – VACATION**

A new Section 32.7 shall be inserted in the Agreement to state as follows:

“Any Bargaining Unit Member who has prior service time as a full-time law enforcement officer with any political subdivision of the State of Ohio shall receive credit towards vacation entitlement for all such service time.”

## **ARTICLE 33 – HOLIDAYS**

Section 33.1 is deleted in its entirety and, in lieu thereof, the following is substituted:

“All Bargaining Unit Members shall be entitled to ten (10) paid holidays as set forth in Section 33.3 and three (3) personal days each calendar year which shall be taken at any time that is mutually agreeable to the Employee and the Chief of Police or his designee, provided that the Employee requests the holiday off at least forty-eight (48) hours in advance and receives approval from the Chief of Police or his designee who may approve or disapprove such request according to the needs of the Department. Employees shall request days off in advance as much as possible. Approval shall be at the discretion of the Chief of Police or his designee and said requests shall not be unreasonably denied.”

Section 33.2 is deleted in its entirety and, in lieu thereof, the following is substituted:

“Bargaining Unit Members who do not utilize paid holidays, or are unable to utilize such holiday/personal days due to the needs of the Department, shall be paid for said remaining unused holiday/personal days by December 15<sup>th</sup> of each year of this Agreement by separate check.”

## **ARTICLE 34 – COMPENSATION**

Sections 34.1, 34.2 and 34.3 of the present Agreement are deleted in their entirety and the following is substituted in lieu thereof, including a new Section 34.4:

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

- 0 – 1 Year
- 2 – 3 Years
- 4 – 5 Years
- 5+ Years

**Section 34.2.** Effective January 12, 2011, the base hourly pay rate for each pay range (step) for all bargaining unit members shall be:

	<u>1/1/11</u>
0 – 1 Year	\$17.84
2 – 3 Years	\$19.19
4 – 5 Years	\$21.87
5+ Years	\$24.63

**Section 34.3.** Pay period shall be biweekly. Holiday pay, overtime pay, vacation pay, severance pay, and any other earned compensation shall be computed on an Employee's base pay before deferrals. The Employer shall keep the proper records of an Employee's gross pay (before deferrals) for pension purposes. Further, the Employer shall keep the proper records of an Employee's adjusted gross pay for income tax purposes.

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

#### **ARTICLE 35 – LONGEVITY**

Section 35.1 of the current contract shall be retained, except as amended as follows:

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

Upon the completion of five (5) years -- \$500.00 effective January 1, 2011;

Upon the completion of each additional year of service – A total amount of \$150.00 effective January 1, 2011."

#### **ARTICLE 36 – UNIFORM MAINTENANCE ALLOWANCE**

Section 36.1 is deleted in its entirety and the following is substituted in lieu thereof:

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

Calendar Year 2011	--	\$1,000.00
Calendar Year 2012	--	\$1,050.00
Calendar Year 2013	--	\$1,100.00"

Section 36.6 shall be added to the current contract to state as follows:

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

**ARTICLE 40 – DURATION**

Section 40.1 is deleted in its entirety and the following is substituted in lieu thereof:

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

The Conciliator notes that current contract Article 40 reflects a Section 44.2 which appears to be an inadvertent scrivener’s error. Accordingly, Section 44.2 of the present contract is renumbered as Section 40.2.

\* \* \* \* \*

Executed at the City of Cleveland, Cuyahoga County, Ohio, this 15<sup>th</sup> day of March, 2011.

Respectfully submitted,

*/s/ Donald N. Jaffe*  
DONALD N. JAFFE  
Conciliator

## CERTIFICATE OF SERVICE

Pursuant to Administrative Code 4117-1-02, the undersigned hereby certifies that a copy of the foregoing Opinion and Order of Conciliator has been forwarded, via electronic service, on this 15<sup>th</sup> day of March, 2011, to the following:

Administrator  
Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
Columbus, Ohio 43215-4213  
Email: [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us)

Chuck Choate, Staff Representative  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
2721 Manchester Road  
Akron, Ohio 44319  
E-mail: [cchoate@neo.rr.com](mailto:cchoate@neo.rr.com)

Michael L. Seyer, Account Manager  
Clemans Nelson & Associates, Inc.  
2351 South Arlington Road, Suite A  
Akron, Ohio 44319-1907  
E-mail: [mseyer@clemansnelson.com](mailto:mseyer@clemansnelson.com)

*/s/ Donald N. Jaffe*

\_\_\_\_\_  
DONALD N. JAFFE  
Conciliator