

North Canton City Council  
Personnel and Safety Committee

Resolution No. 4 - 2018

A resolution accepting the Fact Finding Report dated February 22, 2018, regarding the City of North Canton, Ohio, Employer, and Fraternal Order of Police, Ohio Labor Council, Inc., (Lieutenants & Sergeants), State Employment Relations Board ("SERB") Case No. 2017-MED-10-1215, by Fact Finder Jonathan I. Klein, and declaring the same to be an emergency.

WHEREAS, pursuant to rule 4117-9-05 of the Ohio Administrative Code, the employer's legislative body shall meet and vote to accept or reject the recommendations of the fact finder, and within 24 hours after the vote, shall serve by electronic mail, SERB and the employee organization's exclusive representative, verification of the date of the vote, the vote tally, and the number of members of the legislative body.

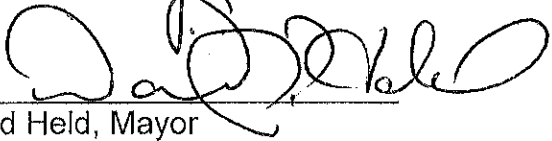
WHEREAS, having found the Fact-Finder's Report and Recommendations fair and reasonable, Council wishes to approve the same.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

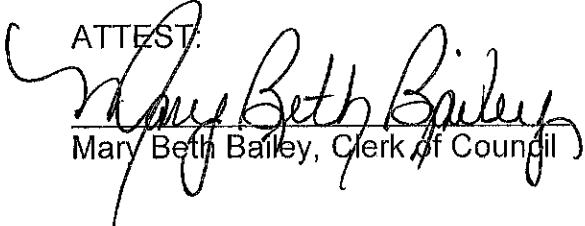
- Section 1. That pursuant to rule 4117-9-05 of the Ohio Administrative Code, the employer's legislative body shall meet and vote to accept or reject the recommendations of the fact finder, and within 24 hours after the vote, shall serve by electronic mail, SERB and the employee organization's exclusive representative, verification of the date of the vote, the vote tally, and the number of members of the legislative body.
- Section 2. That having found Fact-Finder Jonathan Klein's Report and Recommendations fair and reasonable, Council hereby accepts the report dated February 22, 2018, regarding the City of North Canton, Ohio, Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., (Lieutenants & Sergeants), Case No. 2017-MED-10-1215.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this resolution.

Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely acceptance of the Fact Finding Report dated February 22, 2018, SERB Case No. 2017-MED-10-1215; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 26<sup>th</sup> day of February, 2018

  
David Held, Mayor

Signed: 2/26, 2018

ATTEST:  
  
Mary Beth Bailey, Clerk of Council

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of )  
Fact-Finding Between: )

CITY OF NORTH CANTON )

Case No. 17-MED-10-1215

-and- )

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

Jonathan I. Klein,  
Fact-Finder

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FACT-FINDING REPORT

and

RECOMMENDATIONS

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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://northcantonohio.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.

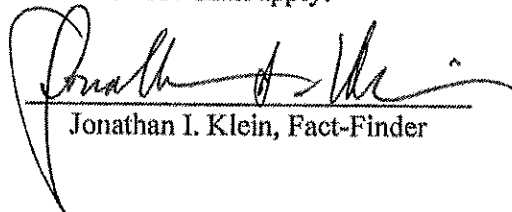
Section 36.04 Current contract language.

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**

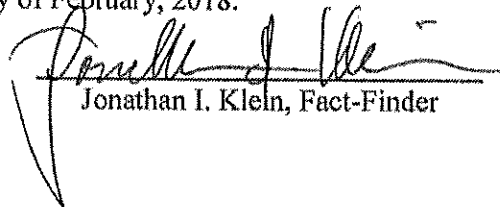
37.01 This Agreement is effective from January 1, ~~2015~~ 2018 through December 31, ~~2017~~ 2020. This Agreement shall continue from year-to-year after January 1, 2021, unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice 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 22<sup>nd</sup> day of February, 2018.

  
Jonathan I. Klein, Fact-Finder