

STATE EMPLOYMENT
RELATIONS BOARD
2005 JAN 10 A 11:47

**IN THE MATTER OF CONCILIATION
BETWEEN**

CITY OF CANTON)
)
)
AND)
)
)
CANTON POLICE PATROLMEN'S)
ASSOCIATION)

CASE NO. 04-MED-04-0517

CONCILIATOR'S AWARD

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE UNION

Charlene S. Hardy, Esq.
John Miller, President CPPA

FOR THE CITY

Kevin R. L'Hommedieu, Law Director

SUBMISSION

This matter concerns conciliation proceedings between the City of Canton (hereinafter referred to as the City or Employer) and the Canton Police Patrolmen's Association (hereinafter referred to as the CPPA or Union). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. Conciliation proceedings were conducted on December 8, 2004 in Canton, Ohio.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation hearing, this conciliator attempted mediation of the issues at impasse. The issues remaining for this conciliator's consideration are more fully set forth in this report.

The bargaining unit consists of all patrolmen employed in the City's Police Department. There are approximately 122 employees currently in the bargaining unit.

This conciliator in resolving the dispute between the parties by selection between each of the parties' final settlement offers has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14(G)(6)(7). Further, this conciliator has taken into consideration all reliable evidence presented relevant to the outstanding issues before him. The parties agreed that this conciliator could issue his award in summary fashion without the need for any detailed explanation. Therefore, this conciliator after carefully reviewing all of the arguments and evidence presented by the parties, hereby submits his Awards with respect to each of the outstanding issues presented.

1. WAGES

The Union's amended wage proposal was for a 3% increase effective July 1, 2005. In addition, the Union proposes that there be a signing bonus of \$500 to be paid to all patrolmen at the ratification of the Collective Bargaining Agreement. The City proposes an eighteen month contract during which a \$500 bonus is to be paid upon execution of the new Agreement. An additional 3% salary increase effective July 1, 2005 would be contingent upon a 3% increase in income tax revenues as of May 31, 2005 as compared to the previous year and that there be no plant closings within the City of Canton by the Timken Company. As part of its wage proposal, the City further indicates that if a 3% salary increase does not become effective under the preceding section, a 2% salary increase is to become effective contingent upon the same two events occurring. If neither a 2% nor a 3% raise becomes effective under the prior sections, a lump sum payment of \$500 is to be provided to all bargaining unit members on July 1, 2005 provided that income tax revenues have not declined.

ANALYSIS - After careful review of the arguments and evidence presented by the parties, this conciliator selects the Union's final amended wage proposal. That is, there is to be a 3% wage increase effective July 1, 2005. In addition, a signing bonus of \$500 shall be paid to all patrolmen upon execution of the Collective Bargaining Agreement.

A W A R D

With respect to Wages, this conciliator selects the Union's final amended proposal as more fully set forth below:

WAGE SCHEDULE

Classification	Service	Step	Annual Salary Effective:		
			7/1/2003 0%	7/1/04 0%	7/1/05 3%
Patrolman Starting**	<12 mos.	1			
Patrolman	12 mos.	2	\$34,933	\$34,933	\$35,981
	24 mos.	3	\$37,058	\$37,058	\$38,170
	4 AY	4	\$40,073	\$40,073	\$41,275
	11 AY	5	\$40,454	\$40,454	\$41,668
	18 AY	6	\$41,216	\$41,216	\$42,452

A signing bonus of \$500.00 shall be paid to all Patrolmen at the ratification of the Collective Bargaining Agreement.

****Starting:** The entry level salary of a probationary patrolman is fixed by councilmanic action, listed for reference only, and is not subject to collective bargaining.

2. SPECIALTY AND PHYSICAL FITNESS PAY

The Union in its final amended offer proposes a new Physical Fitness Pay Provision whereby bargaining unit members would earn from one-half hour to one hour of compensatory time per pay period depending upon the fitness category achieved. Under the Union's proposal, the employee would qualify for the physical fitness incentive by passing a 1.5 mile running test or a 3 mile walk, push ups and sit ups with different guidelines being used for male and female officers of the department. Under CPPA proposal, employees hired after June 30, 2004 would have to comply with the physical fitness guidelines as an ongoing condition of employment with the City of Canton.

The City's final offer is that there be no new Physical Fitness Pay Provision as proposed by the Union.

ANALYSIS – This conciliator after carefully reviewing the evidence and arguments presented by the parties has decided to select the Union's final amended Physical Fitness Pay proposal. The new Physical Fitness Incentive Provision is more fully set forth in Attachment A.

AWARD

The Union's final amended Physical Fitness Pay Provision is awarded as set forth on Attachment A.

ATTACHMENT A

ARTICLE 60

PHYSICAL FITNESS PAY

60.2 Physical Fitness Pay

60.2.1 Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive. In order to be eligible for such incentive, an employee must sign a waiver which shall indemnify, defend and hold the employer, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such pay. An employee who seeks the physical fitness incentive must qualify and re-qualify at six-month intervals during the first of the month in April and October in order to receive this compensatory time off incentive.

60.2.2 An employee who qualifies by passing a 1.5-mile running test or a 3-mile walk, push ups, and sit ups shall receive a physical fitness incentive in accordance with the following applicable charts:

Maximum Running Time In Minutes

Men

Fitness Category	Age				Per Pay Period
	Under 30	30-39	40-49	50+	
C	14:30	15:30	16:30	17:00	1/2hr comp
B	12:00	13:00	14:00	14:30	3/4hr comp
A	10:00	11:00	12:00	12:30	1hr comp

Women

Fitness Category	Age				Per Pay Period
	Under 30	30-39	40-49	50+	
C	16:00	17:00	18:00	18:30	1/2hr comp
B	13:30	14:30	15:30	16:00	3/4hr comp
A	11:30	12:30	13:30	14:00	1hr comp

Push Ups

Age	Male	Female
20-29	29	23
30-39	24	19
40-49	18	13
50-59	13	12
60+	10	5

Sit-ups (1 minute time limit)

Age	Male	Female
20-29	38	32
30-39	35	25
40-49	29	20
50-59	24	14
60+	19	6

- 60.3 The Training Section of the Department shall be responsible for administering the qualifying test provided for in this section.**
- 60.4 Employees that are hired after June 30th, 2004 will have to comply with the physical fitness guidelines described above in an ongoing condition of employment with the City of Canton.**

3. BONUS DAYS

The City proposes to eliminate the Bonus Days Provision from the Agreement. The Union in its final amended offer has proposed that there be no change in the Bonus Days Provision.

ANALYSIS – After reviewing the arguments and evidence presented by the parties, this conciliator selects the Union’s final amended proposal with respect to retaining the current Bonus Days Provision without any change in language.

AWARD

With respect to the Bonus Days Provision, this conciliator selects the Union’s final amended offer with respect to retaining the current language.

BONUS DAYS – Current language, no change.

8. DURATION

The City proposes an eighteen month Contract beginning July 1, 2004 and ending December 31, 2005. The Union in its amended proposal essentially agreed to an eighteen month Contract effective July 1, 2004 and ending on December 31, 2005.

A W A R D

The parties are essentially in Agreement as to the Duration of Contract Provision which is more fully set forth below:


DURATION OF CONTRACT

The parties' Collective Bargaining Agreement shall be effective from July 1, 2004 to December 31, 2005, inclusive.

CONCLUSION

In conclusion, this conciliator hereby submits the above referred to Awards on the outstanding issues presented to him for his consideration.

DECEMBER 30, 2004


JAMES M. MANCINI, CONCILIATOR