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STATE EMPLOYMENT
RELATIONS BOARD

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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

CONCILIATION

BETWEEN

THE CITY OF CANTON

AND

CANTON POLICE PATROLMEN'S ASSOCIATION
LOCAL 98

LAST OFFER AWARD

Robert G. Stein, Conciliator

Advocates for the City:

Joseph Martuccio, Esq., Assistant Law Director
Paul W. Bair Jr., Safety Director
Richard Gatien, Director, Management and Budget
Thomas W. Wyatt, Chief of Police
Glen Strong, Labor Relations Analyst

Advocates for the Union:

Larry S. Pollak, Esq., Union Counsel
Daniel L. Heaton, President, CPPA
Jerome Thompson, Secretary, CPPA
Victor A. George, Treasurer, CPPA

INTRODUCTION

The Employer in this matter, hereinafter referred to as "Employer" or "City" is the City of Canton, located in Stark County. The Canton Police Patrolmen's Association, hereinafter referred to as the "Association" or "Union" is the sole and exclusive bargaining agent for non-probationary patrolmen in the City of Canton.

The City and the Union are parties to a Collective Bargaining Agreement which expired June 30, 1996. The Parties have been bargaining over a successor agreement for several months. The Parties reached impasse and sought the assistance of a fact finder in August of 1996. The Fact finder issued a Report on September 6, 1996. The report was rejected in a timely fashion by the Union. The Parties subsequently met to attempt to resolve their differences and came closer in several areas; however, an agreement was not reached. Unable to reach an agreement, the Parties went to conciliation.

In accordance with ORC 4117.14 (D) (1), the State Employment Relations Board appointed Robert G. Stein, Conciliator, to resolve the bargaining impasse between the final settlement offers of each of the Parties. Following two pre-conciliation meetings between the Parties a conciliation hearing was held on November 12, 1996.

CRITERIA

Pursuant to ORC 4117.09.06(J) the Conciliator has given full consideration to the following criteria in rendering an award in this matter:

1. **Past collective bargaining agreements between the Parties;**
2. **Comparisons 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 service;**
4. **The lawful authority of the public employer;**
5. **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 the mutually agreed-upon dispute settlement procedures in the public service or in the private employment.**

In addition to the above, the Conciliator has given considerable deference to the well reasoned and carefully crafted report of the Fact Finder and to the sincere efforts of the Parties to resolve their differences following fact finding. Special recognition is given to the lead advocates for both Parties for their professional demeanor and for the vigorous manner in which they advocated on behalf of their clients.

At the written request of the Parties, the Conciliator has been asked to dispense with traditional restatement of the position of each party on every issue and with the discussion portion of the award. This mutual request was made in an effort to expedite the award and is being granted in consideration of the time that has expired since the June

30,1996 expiration of the old contract and in consideration of current negotiations the Employer is conducting with several other bargaining units.

AWARD

The following is hereby ordered:

Current Agreement as reference below shall mean the Collective Bargaining Agreement which expired June 30, 1996 and Fact Finder recommendations refer to the Fact Finder's Report issued September 6, 1996.

1. Articles 1 through 12 of the Current Agreement shall remain the same.
2. Article 13 as recommended by the Fact Finder.
3. Articles 14 through 17 of the Current Agreement shall remain the same.
4. Article 18 as recommended by the Fact Finder
5. Article 19 of the Current Agreement shall remain the same.
6. Article 20 as recommended by the Fact Finder
7. Article 21 of the Current Agreement shall remain the same.
8. Article 22 as recommended by the Fact Finder
9. Article 23-25 of the Current Agreement shall remain the same.
10. Article 26 as recommended by the Fact Finder (Article reserved).
11. Article 27-34 of the Current Agreement shall remain the same.

12. Article 35-38 as recommended by the Fact Finder.
13. Article 39-49 of the Current Agreement shall remain the same.
14. Article 50 as recommended by the Fact Finder.
15. Article 51 of the Current Agreement shall remain the same.
16. Article 52 as recommended by the Fact Finder.
17. Article 53-55 of the Current Agreement shall remain the same.
18. Article 56 A, B, C, D and E. of the Current Agreement shall remain the same. New Article 56 F as recommended by the Fact Finder.
19. Article 57 **Bonus Days**

An employee shall be given bonus days in 1997 provided he had utilized sick pay benefits in 1996 in accordance with the Bonus Day Table set forth below:

MONTHS
WORKED

	0	1	2	3	Sick Days Taken (or fraction thereof)
12	3	2	1	0	Available Bonus Days

Effective January 1, 1997, employees shall cease to earn and/or accumulate bonus days. Bonus days earned during 1996 pursuant to the preexisting article shall be used during 1997.

20. Article 58-60 of the Current Agreement shall remain the same.
21. Article 61 **Health Insurance and Life Insurance Coverage**

A. The City shall maintain present health care coverage currently in effect at the date of execution of this Contract. Current health care coverage includes hospitalization, surgical and major medical, subject to a fifty dollar (\$50) per individual and one hundred dollar (\$100) per family deductible on health insurance; and subject to the following: after payment of the deductible, the City will pay 80% of any expenses

incurred up to two thousand five hundred dollars (\$2500) incurred in any one calendar year and 100% of expenses in excess of two thousand five hundred dollars (\$2500), incurred in any one calendar year. Life insurance coverage shall provide \$20,000 term life insurance.

- B. However, if any other City bargaining unit or if City non-bargaining unit employees as a group are provided with a greater life insurance benefit on or before June 30, 1999, then the Union's life insurance benefit shall be increased to the same level and under the same conditions, through June 30, 1999.
- C. Same as language of paragraph B in Current Agreement.

22. Article 62 A. of the Current Agreement shall remain the same

- B. The Parties agree in the next set of contract negotiations the subject of SALARY REDUCTION PLAN (i.e. tax deferred compensation method) shall be a subject of bargaining.

23. Article 63 Terminal Pay

Section A-1

The City shall pay to each police patrolmen upon retirement from the service of the City, a sum of money which shall be paid at the percentage which is in accordance with the following schedule:

Number of Unused Sick Hours	Percentage Paid Out
0 through 1500	100% of all hours earned

The pay-out for Patrolmen shall be at the same rate as base wage as defined herein, at the rate of his most recent classification, provided the employee meets one of the following conditions:

1. Completion of twelve (12) years of continuous service with the City, and who shall immediately receive monthly State pension benefits, shall entitle the patrolman to 100% of all hours earned

up to 1500 hours and 20% of all hours over 1500.

2. Completion of twenty (20) years of continuous service with the City, and retirement with eligibility for vested State pension benefits, shall entitle the patrolman to 100% of all hours earned up to 1500 hours.

In the event a patrolman shall retire from the City having completed 25 or more continuous years of service, which may include purchased military time, the City shall pay to such patrolman a sum of which is in accordance with the following schedule:

Years of Service	Percentage Paid Out
25 and first year of eligibility	40% of all hours over 1500
26	25% of all hours over 1500
27	20% of all hours over 1500
28	15% of all hours over 1500
29	10% of all hours over 1500

A patrolman's 25th year is defined as the calendar year in which that patrolman shall have completed 25 years of continuous service. Said patrolmen must retire by 12/31 of that calendar year in order to receive the percentage associated with the 25th year on the above schedule. A patrolman who fails to retire by December 31st of his 25th year shall be compensated based on his respective "Year of Service" according to the above schedule. For purpose of this Article, a patrolmen's "Years of Service" is determined based on the calendar year during which said patrolman will have completed 26,27,28, or 29 years of service

Former Section A-2 in the Current Agreement is deleted. Current Section A-3 is re-designated A-2.

Former Section A-4 of the Current Agreement is re-designated A-3.

Section B remains the same as the Current Agreement Section B.

24. Article 64 remains the same as the language in the Current Agreement.

25. Article 65 as recommended by the Fact Finder

26. Article 66 **Shift Differential**

Patrolmen whose job requirements are to work a scheduled afternoon or midnight shift shall receive a shift differential in addition to their regularly scheduled pay which shall amount to \$.40 cents per hour in the afternoon shift and \$.55 cents per hour in the midnight shift. (retroactive to July 1, 1996)

27. Article 67 of the Current Agreement remains the same.

28. Article 68 **Safety Forces Stress Pay**

In recognition of the unique inherent risks of the job, a "Safety Forces Stress Pay" of fifty (\$50.00) per year shall be included in a patrolman's regular rate of pay effective July 1, 1996, prior to the raise being calculated.

29. Article 69 as recommended by the Fact Finder

30. Articles 70 and 71 of the Current Agreement remain the same.

31. Article 72 **Hall of Fame Festival Events Shift Scheduling Premium**

A. Effective 12:01 a.m. of the Tuesday or Wednesday (contingent upon the official commencement of the Ribs burn-off event) immediately preceding the Saturday of the Hall of Fame Exhibition Football game and ending at 11:59 p.m. the day of the Hall of Fame Exhibition Football game, a Patrol Officer who is scheduled to work not less than ten (10) continuous hours on one (1) day shall be compensated at 1.5 times the regular rate of pay for the first eight (8) worked on said work shift. No other overtime or premium pay shall apply during this period for the same hours worked. Hours worked in excess of eight (8) shall be paid at the regular overtime rate of pay.

B. In 1998, if the Ribs burn-off commences sooner than Tuesday, the Parties shall meet between 120 and 90 days before the event to negotiate the operations of Section A of this Article.

32. Article 73 Longevity Pay

A. In addition to their regular rates of pay, patrolmen shall receive longevity pay in accordance with the following schedules:

<u>Anniversary Dates (Years)</u>	<u>December 1996 Payment</u>	<u>1997 Payment</u>	<u>1998 and after Payment</u>
3	\$75	\$165	\$180
4	100	220	240
5	125	275	300
6	150	330	360
7	175	385	420
8	200	440	480
9	225	495	540
10	250	550	600
11	275	605	660
12	300	660	720
13	325	715	780
14	350	770	840
15	375	825	900
16	400	880	960
17	425	935	1020
18	450	990	1080
19	475	1045	1140
20	500	1100	1200
21	525	1155	1260
22	550	1210	1320
23	575	1265	1380
24	600	1320	1440
25	625	1375	1500
26	625	1375	1560
27	625	1375	1620
28	625	1375	1680
29	625	1375	1740
30 and over	625	1375	1800

B. For 1996, Patrolmen shall be eligible for the December Payment provided that they are active employees as of July 1, 1996. The new rate only affects the December payment. Any longevity payments made prior to July 1, 1996, are not affected by this new language. In other words, the increased longevity rate is only applicable to employees who are active under this Agreement and will only increase the second longevity payment.

C. For 1997 and thereafter, longevity pay shall vest on the anniversary date of the employee. After the first year of employment "Anniversary Date" reverts to January 1 of the year in which the employee began work as a patrolman for purposes of this article. Longevity pay is an annual benefit that shall be paid in the months of June (1/2) and December (1/2) on the first regular paydays of these months.

D. The language from Paragraph C of the Current Agreement.

E. The language from Paragraph D of the Current Agreement.

33. Article 74 of the Current Agreement shall remain the same.

34. Article 75 **Base Salary of Class "A" and Class "B" Patrolmen**

- Effective July 1 1996 wages shall increase 5.0%, per Fact Finder's recommendation*
- Effective July 1, 1997 wages shall increase 4.0%, per Fact Finder's recommendation.*
- Effective July 1, 1998 wages shall increase 4.0%, per Fact Finder's recommendation.*

* See Attachment A for specific language.

Said increase for July 1, 1996 shall be included in the December 20, 1996 pay, or sooner if possible.

35. Articles 76,77,78 of the Current Agreement shall remain the same.

36. Article 79 **Duration of Contract**

This Agreement shall be effective from July 1, 1996 to June 30, 1999.

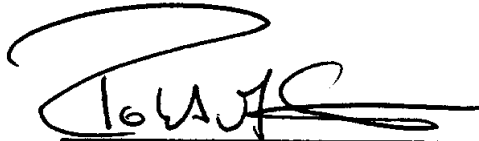
Respectfully submitted this 27th day of November, 1996 in Summit County, Ohio.

A handwritten signature in black ink, appearing to read 'R. Stein', with a large, sweeping flourish above the name.

Robert G. Stein, Conciliator

CERTIFICATE OF SERVICE

Originals of the foregoing Conciliation Award were served upon Larry S. Pollak, Esq., The Barrister Building, 338 South High Street, Columbus, Ohio 43215; Daniel L. Heaton, President, CPPA, Suite 900, 306 Market Ave. North Canton, Ohio 44702; and Joseph Martuccio, Esq., Assistant Law Director, Canton Law Department, City Hall, 7th Floor, 218 Cleveland Ave. S.W., Canton, Ohio 44701-4218, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East Broad St., Columbus, Ohio 43215-4213, by regular United States Mail, sufficient postage prepaid, this 27th day of November, 1996.

A handwritten signature in black ink, appearing to read 'R. G. Stein', with a large, sweeping flourish above the name.

Robert G. Stein, Conciliator

ATTACHMENT A

ARTICLE 75

BASE SALARY OF PATROLMEN

Section 1. Base Salary of Patrolmen

The base salary of patrolmen shall be paid according to Schedule A which is incorporated herein as though fully written, for the duration of this agreement.

Section 2. Starting Patrolman

A Patrolman shall advance from Step 1-Starting to Step 2 upon successful completion of the twelve (12) month probationary period. For the first twelve (12) months of his/her employment, a patrolman is probationary and excluded from coverage under this agreement. After twelve months service, the patrolman is covered by this Collective Bargaining Agreement and shall be paid according to its terms.

Section 3. Pay Step Advancement

The time interval required between Steps 2 through 6 shall be as follows: Step 2 to Step 3: upon completion of 24 months from date of hire; Step 3 to Step 4: upon completion of 36 months from date of hire the Patrolman will be paid according to the schedule for 4 "anniversary years"; Step 4 to Step 5: 11 years of service as calculated on the basis of "anniversary years"; Step 5 to Step 6: 18 years of service as calculated on the basis of "anniversary years".

As used in this article, "anniversary year" is defined as the number of years as calculated from January 1 of the year the patrolman is most recently employed by the City as a patrolman to January 1 of the current year. "Anniversary years" apply to Patrolmen who have completed at least 36 months of service.

SCHEDULE A
WAGE SCHEDULE

Classification	Service	Step	Annual Salary Effective:		
			7/1/96	7/1/97	7/1/98
Patrolman - Starting**	<12 mos.	1			
Patrolman	12 mos.	2	27,358	28,452	29,590
	24 mos.	3	29,400	30,576	31,799
	4 AY	4	31,383	32,638	33,944
	11 AY	5	31,681	32,948	34,266
	18 AY	6	32,278	33,569	34,912

**** 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.

Article 75: Base Salary of Patrolmen with Stress Roll-in

Method of Computation: Add \$50 to the current salary schedule. Take that sum and multiply by 1.05 (5% increase) and round-off according to the "5/4" Rule*. This is the 7/1/96 rate.

Multiply the 1996 rate by 1.04 (4%) and round-off according to the "5/4" Rule. This is the 1997 rate.

Multiply the 1997 rate by 1.04 (4%) and round-off according to the "5/4" Rule. This is the 1998 rate.

Example:

12 mo. Svc. \$26,005 + 50 = \$26,055 X 1.05 = \$27,357.75 or \$27,358 for 1996 rate

\$27,358 X 1.04 (4%) = \$28,452.32 or \$28,452 for the 1997 rate

\$28,452 X 1.04 (4%) = \$29,590.08 or \$28,590 for the 1998 rate

* 5/4 Rule: The 5/4 rounding rule calls for rounding up to the nearest whole dollar when the cents remainder of a calculation is fifty (50) cents or more; else round down