

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE OF OHIO
RELATIONS BOARD
SEP 9 10 00 AM '96

In the Matter of)
Fact-Finding Between:)
)
)
CANTON POLICE PATROLMEN'S)
ASSOCIATION, LOCAL 98/I.U.P.A.,) Case Nos. 96-MED-04-0355
A.F.L. - C.I.O.)
)
-and-) Jonathan I. Klein,
) Fact-Finder
)
)
CITY OF CANTON)
)
)

**FACT-FINDING REPORT
and
RECOMMENDATION**

Appearances

For Union:

Larry S. Pollak, Esq.
Daniel L. Heaton, CPPA Pres.
R. K. Smith, CPPA V.P.
Victor A. George, CPPA Treas.
Roger N. Crihfield, CPPA
Larry Leslie, CPPA

For Employer:

Joseph Martuccio, Esq.
Paul W. Bair, Jr., Safety Director
Thomas W. Wyatt, Chief of Police
Ron McCloskey, Major
Richard Gatien, Budget Director
Glen Strong, Bgt. & Lab. Rel.

Date of Issuance: September 6, 1996

I. PROCEDURAL BACKGROUND AND FINDINGS OF FACT

This matter came on for hearing on July 2, 8 and 22, 1996, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on May 31, 1996. The parties mutually agreed to extend the statutory deadline for issuance of the fact-finder's report and recommendations to and including September 6, 1996.

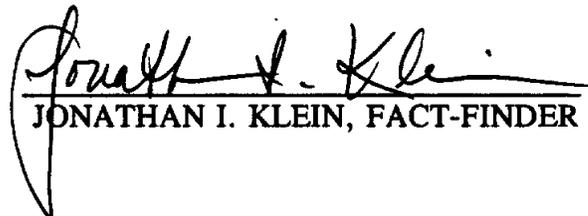
The hearing was scheduled between the City of Canton ("Employer" or "City"), and Canton Police Patrolmen's Association, Local 98/I.U.P.A., A.F.L. - C.I.O. ("Union"), in the City Council Caucus Room, Canton, Ohio. The parties met prior to the fact-finding hearing, including six sessions and one session with a SERB designated mediator, in an effort to resolve their differences. Despite such efforts, the parties remained unable to resolve approximately thirty-five issues at impasse prior to the fact-finding hearing. On the date of the initial fact-finding hearing, the parties, together with the assistance of the fact-finder, commenced earnest negotiations directed toward a possible mediated settlement of the unresolved issues.

As a result of mediation and subsequent negotiations, including the commitment and determined efforts of the parties' designated representatives, Larry S. Pollack and Joseph Martuccio, the parties resolved and withdrew from fact-finding a number of issues, and ultimately reached a mediated settlement agreement on the remaining twenty-one articles at issue as set forth in Attachment "A." The fact-finder, after consideration of the parties' respective positions and arguments, finds the mediated settlement agreement to be

fair, reasonable and in accordance with the applicable statutory criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), listed in 4117.14(G)(7)(a)-(f) and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). The fact-finder further incorporates by reference into this Report and Recommendation all tentative agreements reached between the parties as of July 22, 1996, relative to a successor collective bargaining agreement.

II. FINAL RECOMMENDATION

It is the fact-finder's final recommendation that the mediated settlement agreement by and between the Employer and Union, appended hereto as Attachment "A", and all tentative agreements reached between the parties as of July 22, 1996, shall be implemented as a full and final settlement of all unresolved issues pending in this matter.


JONATHAN I. KLEIN, FACT-FINDER

Dated: September 6, 1996

MEDIATED SETTLEMENT AGREEMENT

This agreement was made and entered into at Canton, Ohio, the 22nd day of July 1996, by and between the City of Canton ("Employer" or "City"), and the Canton Police Patrolmen's Association, Local 98/I.U.P.A., A.F.L. - C.I.O. ("Union"), as the result of mediation and negotiations conducted on July 2, 8 and 22, 1996. Based upon the parties mutual desire to resolve all remaining disputed issues between them comprising SERB Case No. 96-MED-04-0355, it is hereby agreed that the current language of the collective bargaining agreement be modified or added to, as follows:¹

ARTICLE 13
CPPA BUSINESS AND MEETINGS

The President of the CPPA shall be permitted to utilize unlimited time off from duty, with full regular pay, to conduct any Union business. The Union president shall report to his shift or bureau commander, and advise him/her of his whereabouts, the general nature of his business, and the approximate duration of his absence.

* * *

ARTICLE 18
REVIEW OF PERSONNEL FILES

The Employee shall be permitted to review all of his/her personnel files upon written request to the Chief of Police or his designee, including supervisors' files.

-
1. The continuation of existing contract language as unchanged in the listed articles of the new collective bargaining agreement is indicated by the use of ellipsis, " * * * , " and is not intended to mean such current contract language is either omitted or repealed.

ATTACHMENT "A"

* * *

The personal service record of a patrolman is to be cleared of any offenses in accordance with the following schedule, upon written notice to the Chief:

A. Any reprimand shall be removed from all personnel records, including the Captain's files, after one (1) year from the date of the last reprimand. All reprimands will then be removed.

* * *

ARTICLE 20

GRIEVANCE PROCEDURE

A. A grievance is a dispute between the City and the CPPA or an employee or a group of employees in the classification of patrolman, as to the interpretation, application or violation, to include discipline, of any terms or provisions of this Agreement. A grievance may be initiated either by the CPPA on behalf of an employee or group of employees within the bargaining unit or by the aggrieved employee and must be signed by either a Union representative or such aggrieved employee. Written grievances shall contain the date of the alleged violation, the nature of the occurrence giving rise to the grievance, the specific contract provision(s) allegedly violated, and may include the requested remedy.

* * *

ARTICLE 22

SUSPENSIONS

Suspensions of patrolmen for disciplinary reasons shall commence following the Safety Director's hearing. However, the Chief of Police may suspend patrolmen with pay immediately in those cases in which he determines that the nature of the offense requires immediate suspension. The Safety Director may convert the suspension to without pay provided the accused officer is afforded a due process hearing. Suspension shall be governed by the General Orders of the Canton Police Department. Patrolmen who are the subject of a hearing pursuant to this Article shall be given ten (10) working days notice of the hearing date, unless otherwise mutually agreed to by the parties.

ARTICLE 26
RESERVED

ARTICLE 35
SELECTION OF ANNUAL SHIFTS

Patrolmen shall select their shifts in accordance with Article 33 of this Agreement on or about November 1 of each year to be effective in the first changeover of January of the following year.

Any new positions created for non-probationary patrolmen shall be filled by seniority within the assigned shift based upon bidding.

ARTICLE 36
TEMPORARY TRANSFERS AND TEMPORARY ASSIGNMENTS

A. Temporary transfers from bureau to bureau will be limited to a maximum of sixty (60) calendar days unless extended by mutual agreement. Temporary assignments within a bureau or shift will be a maximum five (5) days unless otherwise mutually agreed by the CPPA President and the Chief.

* * *

ARTICLE 37
RESERVED

ARTICLE 38
BIDDING SYSTEMS FOR VACANT POSITIONS

A. The following positions shall be exempt from the bidding process and shall be filled at the discretion of the Chief of Police: Metro and Morals Bureau, Chief's Clerk, Crime Lab, S.W.A.T. and Training officer.

B. Vacancies or new permanent assignments in the following bureaus or divisions shall be filled on the basis of seniority, providing that the patrolman is qualified to perform

the required duties of assignment, pursuant to the bidding procedures as set forth in the following paragraphs of this section:

1. Detective Bureau
2. Juvenile Bureau
3. Identification Bureau
4. Traffic Bureau
5. Accident Bureau
6. Property Officers
7. Patrol Shift #1
8. Patrol Shift #2
9. Patrol Shift #3
10. D.A.R.E.
11. Day Jailers
12. K-9 Corps
(K-9 Trainer must be K-9 officer to bid)
13. Bike Patrol
14. Walking Beat
15. Any new permanent position, (except those which are added to the "extra board," which shall be bid by the affected shift's personnel only).

* * *

ARTICLE 50
ASSIGNED FIREARMS

All sworn members of the Canton Police Department who have been assigned a Smith & Wesson, .45 caliber handgun as a duty sidearm, may purchase the weapon for \$1.00 upon retirement with fifteen (15) years or more of police service or upon disability retirement after serving five (5) or more continuous years with the Canton Police Department.

The Safety Director reserves the right to substitute the fair market cash value of the handgun in lieu of the sale of the weapon.

ARTICLE 52
INJURY TO POLICE OFFICERS

* * *

B. An employee who suffers a work related injury that is not eligible for Injury Leave pursuant to Section A of this Article, and has a certified and compensable Workers' Compensation claim, shall be subject to the appropriate following condition(s):

1. An employee may be placed on injury leave according to his work schedule, no longer than six (6) weeks (240 hours).
2. If an employee does not return to work by the expiration of the allowed 240 hours of the above described injury leave, the employee may:
 - a. Begin to use his/her accumulated Sick Leave without reinstatement of said sick leave; or
 - b. Request Temporary Total benefits according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.
3. Unused portions of the allowed 240 hours of Injury Leave may be utilized any time an employee is off work for the same certified and compensable injury as long as the absence is documented by the attending physician as due to the original injury and the services rendered by the physician are reported, billed

ATTACHMENT "A"

and allowed according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.

4. If a holiday falls within the time an employee is off work for purposes under this Section, the employee is not eligible for Holiday Pay.

* * *

ARTICLE 56
SICK LEAVE

* * *

C. The City shall pay for hospitalization during the use of accrued sick leave, or up to 12 weeks per annum pursuant to the FMLA, whichever is greater, and term life insurance for the duration of the sickness or injury.

* * *

F. Notwithstanding the foregoing provisions, "PATTERN ABUSE" shall constitute grounds for discipline. Pattern abuse consists of, but is not limited to, absenteeism as evidenced by a pattern contiguous with or related to holidays, weekends, paydays or other discernible events, and/or consistent or regular usage of available sick leave. Frequent legitimate use of sick leave per se is not considered pattern abuse.

ARTICLE 59
HOLIDAYS

* * *

A patrolman who works a holiday shall be entitled to 250 percent of his base wage rate or twelve (12) hours compensatory time. In the event that a patrolman is scheduled off or on duty-related injury leave during a holiday, such patrolman shall be entitled to eight (8) hours of his regular salary or eight (8) hours of compensatory time. In the event an employee is on sick leave during a holiday, he shall not be entitled to any additional compensation.

ARTICLE 61
HEALTH AND LIFE INSURANCE COVERAGE

A. The City shall maintain present health care and life insurance 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 (\$2,500) incurred in any one calendar year and 100% of expenses in excess of two thousand five hundred dollars (\$2,500) incurred in any one calendar year. Life insurance coverage shall provide \$50,000 term life insurance.

* * *

ARTICLE 65
QUARTERMASTER

A. Uniforms and equipment as required by the existing "Department Policy of the Canton Police Department" shall be purchased and maintained pursuant to this Article and Article 69.

B. Each Patrol Officer shall retain ownership over uniforms and equipment that have been purchased by said officer and said officers shall not be required to return to the City said uniforms and equipment under the Quartermaster System.

C. The Quartermaster System shall consist of a voucher of up to \$350 entitling each patrol Officer to uniforms and equipment through December 1997.

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 \$.30 cents per hour in the afternoon shift and \$.45 cents per hour in the midnight shift.

ATTACHMENT "A"

ARTICLE 69
UNIFORM MAINTENANCE

A. In addition to their regular rates of pay, patrolmen shall receive the sum of Six Hundred Twenty-Five (\$625.00) per year as a uniform maintenance. The uniform maintenance shall be paid in two (2) equal installments on the first pay in June and the first regular pay in December, through 1997.

B. Effective January 1, 1998, and thereafter, the quartermaster allotment of \$350 will be combined with the \$625 uniform maintenance benefit for a total of \$975 to be paid as described in paragraph A.

**ARTICLE 73
LONGEVITY PAY**

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

<u>Anniversary Date (Years)</u>	<u>Payment (Per Year)</u>
3	\$ 135
4	180
5	225
6	270
7	315
8	360
9	405
10	450
11	495
12	540
13	585
14	630
15	675
16	720
17	765
18	810
19	855
20	900
21	945
22	990
23	1,035
24	1,080
25	1,125
26	1,170
27	1,215
28	1,260
29	1,305
30 and over	1,350

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.

ARTICLE 79
DURATION OF CONTRACT

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

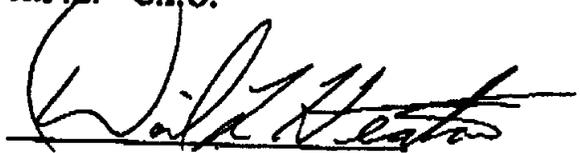
SCHEDULE A
WAGE SCHEDULE

Classification	Service	Step	Annual Salary Effective:		
			7/1/96	7/1/97	7/1/98
Patrolman - Starting**	<12 mos.	1			
Patrolman	12 mos.	2	27,305	28,397	29,533
	24 mos.	3	28,970	30,128	31,333
	4 AY	4	31,331	32,584	33,888
	11 AY	5	31,628	32,893	34,209
	18 AY	6	32,226	33,515	34,855

**** 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.

SERB Case No. 96-MED-04-0355

Approved on behalf of the Canton Police
Patrolmen's Association, Local 98/I.U.P.A.,
A.F.L. - C.I.O.



Daniel L. Heaton, President

Approved on behalf of the
City of Canton



Joseph Maffuccio, Esq.

ATTACHMENT "A"

CERTIFICATE OF SERVICE

Originals of the foregoing Fact-Finding Report and Recommendation were served upon Larry S. Pollak, Esq., The Barrister Building, 338 South High Street, Columbus, Ohio 43209; Daniel L. Heaton, President, CPPA, Suite 900, 306 Market Avenue North, Canton, Ohio 44702; and Joseph Martuccio, Esq., Assistant Law Director, Canton Law Department, City Hall, 7th Floor, 218 Cleveland Avenue, S.W., Canton, Ohio 44701-4218, each by express mail; and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, by regular United States mail, sufficient postage prepaid, this 6th day of September, 1996.


JONATHAN I. KLEIN, FACT-FINDER