

City of Wilmington  
Patrol Reopener Negotiations  
Employer Package Proposal  
July 21, 2014

### PACKAGE PROPOSAL

1. The City will adjust the step placement of all employees in this bargaining unit so that each employee will be placed on the step they would have occupied had they advanced on the contract pay scale(s) during the period of the City's wage freeze. This adjustment will become effective with the pay period beginning on June 29, 2014, and including July 1, 2014, rather than the pay period including January 1, 2015, as previously negotiated in Section 18.2 of the current collective bargaining agreement. Article 18 will be modified as indicated on the attached copy of that article.

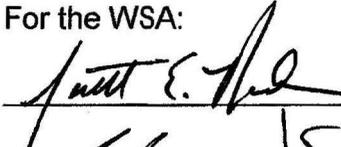
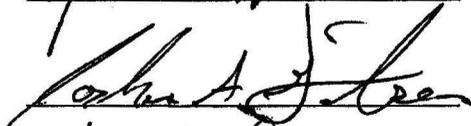
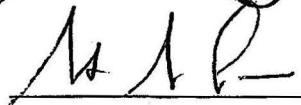
2. Effective June 29, 2014, the City will give bargaining unit members a 42% salary increase. Article 18 will be modified as indicated on the attached copy of that article.

3. Notwithstanding any language to the contrary in the current collective bargaining agreement, this package proposal resolves and completes the parties' 2014 and 2015 wage reopener negotiations, and satisfies the need for further bargaining over contractual wage issues until the parties commence negotiations for a successor collective bargaining agreement in 2015. In addition, this package proposal resolves any pending grievances pertaining to step assignment for this bargaining unit.

For the Employer:

  
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For the WSA:

  
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 7/22/14

## ARTICLE 18 - WAGES

Section 18.1. Bargaining unit members will receive a 0% wage increase in 2013. ~~Bargaining unit members will not receive step increases during 2013 or thereafter during the term of this Agreement, until the parties agree to such implementation as a result of future reopener negotiations.~~ Effective June 29, 2014, the City will provide bargaining unit members a 4% wage increase.

The parties agree to re-open this Agreement for Article 18 – Wages on or about November 1, 2013 for 2014 and November 1, 2014 for 2015. The parties acknowledge that the Dispute Resolution Procedures under R.C. 4117.14 are available to the parties if impasse is reached in either the 2013 (for 2014) or 2014 (for 2015) reopener negotiations. The parties agree to waive the retroactivity restrictions in reopeners.

In the event that the Employer grants any group of bargaining unit or non-bargaining unit employees an annual wage increase, including by way of fact finding and/or conciliation, in excess of the 0% annual increase provided by this agreement, the increase provided by this agreement shall be amended to conform to that higher percentage increase. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees, or to any employees whose wages are determined by an appointing authority who is not the Mayor.

Section 18.2. There shall be no step increases in 2013 ~~or prior to the pay period beginning on June 29, 2014 or 2014.~~ Effective with the pay period beginning on June 29, 2014, and including July 1, 2014, January 1, 2015, the placement of bargaining unit employees on the salary scale (step increases) will be “caught up” to correspond to the employees’ years of qualifying service. In the event that another group of employees is given step increases, the employees in this bargaining unit shall also receive them.

Section 18.3. The Employer will pay a shift differential to the members of the bargaining unit. The shift will be determined by the majority of time spent in any set of hours. Second shift: 1800 hours to 0600 hours. Employees eligible for shift differential will receive such shift differential for all hours of the shift, including the hours outside of the above limits which are a normal part of the shift.

Section 18.4. The employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave, vacation, personal leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents per hour. The established rate shall be seventy cents (\$0.70) per hour.

Section 18.5. Employees who are assigned to serve on the Special Response Team (SRT) will receive a five percent (5%) increase in their base wage rate applicable while assigned to that team. To the extent that an employee’s SRT assignment extends over the course of more than one calendar year, the employee’s base wage rate in the succeeding year is not compounded by the prior year’s SRT pay. In no event will any employee be entitled to this

wage increase unless the Chief has assigned him/her to serve on the Team. The City will continue staffing an SRT for the duration of this agreement, and the current SRT employees will retain the 5% as part of their base wage for the duration of the agreement so long as they continue to be members of the Team.

Section 18.6. The Employer will pay five dollars (\$5.00) per day, for each of the 365 days in a year (for an annual total of \$1,825.00), to the Canine Officer for dog maintenance expenses. This amount shall be included in each paycheck received by this officer. This sum is intended to cover all dog maintenance expenses, other than dog food and veterinarian bills, and is specifically intended to cover, but is not limited to, grooming and boarding costs. The Canine Officer will not become entitled to payment exceeding this sum from the Employer for dog maintenance expenses, other than payment or reimbursement of veterinarian bills and dog food expenses, even if the Canine Officer actually incurs greater expenses than covered by the stated sum. This provision supersedes the general expense reimbursement provisions of Article 27 of this agreement with regard to dog maintenance expenses incurred by the Canine Officer.

Section 18.7. The Employer shall pay all bargaining unit employees by electronic funds transfer. Such electronic funds transfer shall take place in one of two ways, depending upon the employee's election: (1) direct deposit into an account at the employee's financial institution; or (2) stored-value debit card, which shall be opened in the employee's name and provided to the employee. Employees shall authorize the Employer to make direct deposits by completing the appropriate authorization agreement and providing the appropriate account information. Employees electing to receive a stored-value debit card shall cooperate with the Employer and the Employer's financial institution to create the stored-value debit card for the employee's benefit.

Pando Riley  
Dany M. Lopez