

**IN THE MATTER  
OF  
FACT FINDING**

<b>BETWEEN</b>	(
<b>The</b>	( <b>CASE NO. : 95-MED-04-0375</b>
	( <b>95-MED-04-0376</b>
<b>CITY OF DELAWARE</b>	( <b>FACT FINDER: JOHN S. WEISHEIT</b>
<b>and the</b>	( <b>DATE OF HEARING: Sept. 28, 1995</b>
<b>FRATERNAL ORDER OF POLICE</b>	( <b>DATE OF REPORT: October 19, 1995</b>
<b>OHIO LABOR COUNCIL, INC.</b>	(
	(

**REPRESENTATION  
by**

<u><b>Employer Representatives</b></u>	<u><b>Union Representatives</b></u>
Robert Di Spirito, Ass't City Manager	Robert E. Malone, Staff Representative, FOP
Daniel B. Bennington, City Attorney	Mark E. Drum, Staff Representative, FOP
Randall G. Wartz, Police Chief	James J. Rose, Sgt. Representative
	T. J. Hike, Jr. Patrol Officer Representative

**AUTHORITY**

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces.

**BACKGROUND**

The City of Delaware, hereinafter referred to as the "City" and/or the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter called the "Union" and/or the "FOP", engaged in good faith bargaining for a successor labor Agreement to the agreement that expired June 30, 1995. Said agreements were for two (2) employee bargaining units in the police department, one being Police Officers and the other Sergeants and above.

The parties engaged in several sessions of bargaining between July 20, 1995, and September 18, 1995. Some issues were tentatively agreed to while a number of issues were discussed as a "package" and were unresolved when impasse was declared.

The request for Fact Finding was initiated in keeping with relevant provisions of ORC 4117 and related Rules and Regulations. The Fact Finder met with the Parties on September 28, 1995, for the purpose of conducting a Fact Finding Hearing. Prior to convening a formal hearing, it was suggested to attempt mediation. The Parties concurred and an extensive mediation period followed. While agreement was not reached on all remaining issues, the parties waived their right to a formal Fact Finding Hearing and authorized the Fact Finder to render recommendations based on the facts and testimony presented in the course of mediation.

**ISSUES OF TENTATIVE AGREEMENT**

The following Articles in the respective agreement have been tentatively agreed to\*:

Article 2 -Recognition	Article 7/8 - F.O.P Release Time
Article 3 - Management Rights	Article 8/9 - Internal Review
Article 4 - No Strikes	Article 11/12 - Work Rules
Article 5 -Probationary Period	Article 22/23 - Injury Leave
Article 5/6- Dues	Article 25/26 - Military Leave
Article 6/7 - Non Discrimination	Article 29/30 - Labor Relations Meetings

\*Article Numbers reflect respective Agreements

**ISSUES OF TENTATIVE AGREEMENT  
AT FACT FINDING**

Though the parties agreed, at least in concept, to a number of issues in the course of mediation, they did not sign off in tentative agreement. It was requested that said issues be included in the Fact Finder's report and recommendation.

## ISSUES AT IMPASSE

The following issues remain unresolved and are considered at impasse:

Article 1 - Agreement	Article 24 - Special Leaves
Article 10 - Corrective Action	Article 25 - Tuition Reimbursement
Article 11 - Grievance Procedure	Article 27 - Insurance
Article 13 - Miscellaneous	Article 28 - Health & Safety
Article 14 - Wages	Article 29 - Shift Preference
Article 15 - Pay Plan Administration	Article 31 - Negotiation Guidelines
Article 16 - Hours of Work and Overtime	Article 32 - Canine Officer
Article 18 - Longevity	Article 33 - Residency
Article 19 - Clothing and Equipment	Article 34 - Dispute Resolution
Article 20 - Holiday Pay/Personal Leave	Article 35 - Political Activity
Article 21 - Vacation Time	Article 36 - Continuation of Agreement
Article 22 - Sick Leave	Article 37 - Duration of Agreement

### SUMMARY OF THE PARTIES' RESPECTIVE POSITION ON ISSUES AT IMPASSE

The following summaries are condensed from the respective positions given the Fact Finder at the Hearing. (Note: Double Article numbers indicate difference in respective unit Agreements.)

City	Issue	Union
Retain Current Language.	Article 1 Agreement	Propose adding a provision maintaining current promotional system. Propose adding a provision regarding impact and mid term bargaining.
Retain Current Language.	Article 9/10 Corrective Action	Proposes adding a provision permitting an employee to attach comments or rebuttals to file documents.
Retain Current Language. Previously proposed loser pay on arbitration.	Article 10/11 Grievance Procedure	Retain Current Language.
Retain Current Language.	Article 12/13 Misc.	Propose adding a provision regarding disposition of officer's old hand guns.

City	Issue	Union
A 3% wage increase effective January 1, 1996, 1997, and 1998, respectively.	Article 13/14 Wages	Propose a 6% wage increase, annually for patrol officers. Propose the rank differential for Sergeants & above be increased to 16% . Include language to provide 100% pension pick up in both units.
Retain Current Language.	Article 14/15 Pay Plan Admin.	Incorporate terms of the Agreements into a single agreement for Officers & Sergeants and above. It is proposed that terms of this provision apply to both unit employees. Add a provision for O.T. pay to Field Training Officers.
Retain Current Language.	Article 15/16 Hours of Work & OT	Propose adding a provision to initiate a trial basis on 10 hour day, 4 day week for detectives. Provide a provision that grants 1 ½ time O.T. to all members in both bargaining units. Propose increasing in/court pay for both units to be 3 hours minimum.
Retain Current Language.	Article 17/18 Longevity	Propose increasing the longevity pay .
Retain Current Language.	Article 18/19 Clothing & Equipment	Propose increasing the clothing allowance by \$100 for detectives. Propose that base clothing allowance be the same for both units.
Retain Current Language.	Article 19/20 Holiday Pay/Personal Leave	Propose scheduling personal leave dates to conform with retirement computation factors.

<b>City</b>	<b>Issue</b>	<b>Union</b>
Retain Current Language.	Article 20/21 Vacation Time	Add 1 additional week for employees after 20 years of employment.
Retain Current Language.	Article 21/22 Sick Lv.	Propose adding section regarding light duty assignments. Propose increasing the amount of sick lv. for severance computation to 800 hours.
Retain Current Language.	Article 23/24 Special Lv.	Retain Current Language
Retain Current Language. Initially proposed to restrict reimbursement.	Article 24/25 Tuition Reimburse.	Retain Current Language.
Retain Current Language.	Article 26/27 Insurance	Propose the face value of life insurance be increased to \$50,000.
Retain Current Language.	Article 27/28 Health & Safety	Propose relocating radar antennas to outside the cruisers.
Retain Current Language.	Article 28/29 Shift Preference	Propose both units be covered by the provision as stated in the current patrol contract.
Retain Current Language.	Article 31 Negotiation Guidelines	Propose both units be covered by the provisions as stated in the current patrol contract.
Retain Current Language.	Article 32 Canine Officer	Propose both units be covered by the provisions as stated in the current patrol contract.
Retain Current Language.	Article 30/33 Residency	Propose both units be covered by the provisions as stated in the current patrol contract.

City	Issue	Union
Retain Current Language.	Article 34 Dispute Resolution	Propose an alternate dispute resolution that eliminates fact finding.
Retain Current Language.	Article 35 Political Activity	Propose language to address the issue of political activity.
Retain Current Language.	Article 36 Continuation of Agreement	Propose language be added that states the Agreement continues after the expiration date, while bargaining continues for a successor agreement.
3 year agreement, Effective July 1, 1995.	Article 37 Duration of Agreement	3 year agreement, Effective July 1, 1995.

**Issue**

**DISCUSSION**

**General**

**Single vs. Separate Agreements**

Initially, the FOP proposed a single Agreement inclusive of all terms and conditions applicable to members in the two bargaining units. This concept is not recommended. While such a concept has merit, the timing is not considered appropriate for the following reasons:

1. Currently each unit has a separate Agreement.
2. A number of the unresolved issues in dispute reflect the same topic in different terms. Some are of substance, others a choice of language only.
3. To insure totality in the final Fact Finding recommendation, it is best that a common reference exists.
4. The number of issues at impasse do not lend support to the concept of inclusion in a single agreement at this time.

**Issue**

**DISCUSSION**

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General contd      Where the recommendation is made to “retain current language”, such refers to that language found in each respective agreement except where specifically otherwise stated.  
If there exists a difference in topic and article number in the text of this report and recommendation, the topic will be controlling. This is particularly true in the situation where the respective agreement may be numbered differently on the topic.

**Economic Issues**

A number of the issues are readily addressed as economic matters. Though addressed issue by issue, they were considered in totality of economic impact.

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Article 1 Agreement      The Union proposes 2 areas of change, Section 3.A. and Section 6. The substance in the proposed change would set procedural controls on “impact” and “intern” bargaining situations.

Though SERB has recommended that parties resolve these issues locally, this Fact Finder considers such issue a matter that should be reserved for resolution between the parties and not super-imposed by a third party neutral, unless; 1) the parties mutually and specifically so request or 2) there is compelling persuasive evidence that would compel the Fact Finder to make such a recommendation. Such was not the case in this situation.

It is recommended to retain current language in Article 1.

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Article 9/10 Corrective Action      The Union’s proposal to include the right of attachment of rebuttal or explanation statement to document files was not strongly challenged by the City. This is a common provision regarding personnel file documents.

It is recommended to retain current language in Article 10, except Section E., which it is recommended to include: **“A member shall have the right to attach a rebuttal, or explanation statement to any document in his file.”**

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Article 10/11 Grievance Procedure      While the City initially proposed modifying the arbitration provision to “loser pay”, there is found no compelling reason not to retain current language of sharing costs 50/50.

It is recommended to retain current language.

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**Issue****DISCUSSION**

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Article 12/13 Misc. The issue of disposing of old service revolvers is a single occasion issue. The matter can best be resolved in a Memorandum of Understanding instead of inclusion in the text of the terms of the Agreement. The manner of resolution does not appear to be in dispute.

It is recommended to retain current language in Article 13, Miscellaneous. The matter of disposing of handguns should be addressed as set forth as Memorandum of Understanding #1.

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Article 13/14 Wages It is recognized that the City is being drawn more and more into the Greater Central Ohio Urban area. As such, it is more subject to comparables of suburban cities in Franklin County. Ability to pay is not the issue. Fairness and appropriateness is the reason for impasse on this issue.

While a number of economic issues were topics of bargaining in these negotiations, most have been recommended to retain status quo. The major exceptions are those items in which parity was determined an influencing factor. Major cost consideration is thus reflected in the wage scale recommendations.

A true comparison of economic gains by other comparables often reflect selected economic issues. As in this case, historical base wage comparisons is used. Financial adjustments are not normally attained in a vacuum. Impact of other economic gains, or lack thereof, can alter the significance of a wage settlement from one employer to another. The same is true in considering other similar bargaining units within the City.

What can be stated with a degree of certainty is to retain and obtain quality police officers in the ever evolving Central Ohio Urban Market, will require comparable wages and benefits. It is apparent that past efforts have been made by the City to attain this end.

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**Issue****DISCUSSION**

Article  
13/14  
Wages,  
contd.

Upon a review of the dialogue from the mediation sessions and facts provided, and in relationship to settlement trends as reported by SERB, the following recommendations are made:

The current differential between Patrol and Sergeants top pay should remain at its current ratio of 15%.

It is recommended that Articles 13/14 Wages be revised to reflect the following:

Article 13 (Sergeants & Captains)

Article 14 (Patrol Officers)

Section 1 Pay Ranges and Rates:

Effective January 1, 1996, the wage scale currently in effect will be increased by 4.8%.

Effective January 1, 1997, the wage scale shall be increased by 4.8%.

Effective January 1, 1998, the wage scale shall be increased by 4.8%.

Section 2. Pension Pick-up

The City agrees to continue to "pick-up" (assume and pay 100% of) the statutorily required employee contribution of the Employees in the Police and Fire Pension Fund.

Section 3. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 40-hour work week and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

Section 4. (Sergeants & Captains) The wage differential shall be retained at 15% of the Police Officers' top wage.

**Issue**

**DISCUSSION**

Article 14/15 Pay Plan Admin. The issue at impasse on this matter relates to those bargaining unit members serving as a Field Training Officer (FTO). This matter impacts Patrol Officers only. Discussion and documentation indicates that such assignment deserves recognition and additional enumeration. The City's right to assign such duty, under this condition, is considered proper, so long as such assignments are not made too frequently to the same officers.

It is recommended to retain current agreement language of Article 14. Pay Plan Administration, for Sergeants and Captains.

It is recommended that Article 15 Pay Plan Administration, of the Police Officers agreement retain current agreement language with the following language added as Section 1.k.:

**Members serving as a Field Training Officer (FTO) shall be paid \$1.00 per hour for each hour served in said capacity. No member shall serve in this capacity more than three (3) times in any twelve (12) month period.**

Article 15/16 Hours of Work & OT The issue of specific scheduled hours of work proposed by the Union deals with the detectives on a trail basis. It is recommended that the matter be resolved as an inclusion of Memorandum of Understanding #2.

The intent of reflecting the precedence of the Grievance related to separation of days off can best be set forth in the recommended Memorandum of Understanding #3.

The issue of Report pay/Call in pay/ Court Pay (Section 5 in the respective current agreements) is a matter of equity, as well as an economic issue. Sergeants and Captains currently are paid a minimum of three (3) hours for such duty.

In a like manner, only the one Captain in the Sergeants and Captains unit is not paid 1 ½ overtime.

It is recommended to retain current agreement in the respective contracts, with the following modifications:

Article 15. Section 3. Hours of Work and Overtime (Sergeants and Captains) -

~~Sergeants Unit~~ members shall be compensated ..... The "Days off cover ~~Sergeant Unit members~~", shall be paid time and one-half for all hours in paid status...

**Issue**

**DISCUSSION**

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Article 15/16 Hours of Work & OT, contd.      Section 6. Compensatory Time=**Sergeants UNIT MEMBERS**  
"The City will allow **Sergeants Unit Members** to earn compensatory time at the rate of one and one-half (1 ½) hour for each overtime hour worked..."  
Article 16 Section 5. Hours of Work and Overtime (Patrol Officers) "... shall be paid or credited with a minimum of **two (2) three (3)** hours for the first hours..."

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Article 17/18 Longevity      The issue of longevity, as proposed by the FOP, is considered a basic economic matter. It is addressed and included in the Wage provision.

It is recommended to retain current agreement language as is found under the Longevity articles.

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Article 18/19 Clothing & Equipment      The issue of parity in the clothing allowance between the respective units is persuasive. Additional pay for non uniform detectives is not persuasive. Other issues discussed were considered but are not recommended.

It is recommended to retain current language in Article 18. (Sergeants and Captains), except for the following:  
Section 1.

"... an annual uniform allowance in the amount of **four hundred (\$400.00) five hundred (\$500.00)** per year.

It is recommended to retain current language in Article 17 (Patrol Officers).

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Article 19/20 Holiday Pay      Upon review and deliberation, it is determined that this provision should remain unchanged.

Personal Leave      It is recommended that Article 19 (Sergeants and Captains) and Article 20 (Patrol Officers) retain current language in the respective Agreement.

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Article 20/21 Vacation Time      Upon review and deliberation, it is determined that this provision should remain unchanged.

It is recommended that Article 20 (Sergeants and Captains) and Article 21 (Patrol Officers) retain current language in the respective Agreement.

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**Issue****DISCUSSION**

Article 21/22 Sick Lv.	Upon review and deliberation, it is determined that this provision should remain unchanged.  It is recommended that Article 21 (Sergeants and Captains) and Article 22 (Patrol Officers) retain current language in the respective Agreement.
Article 23/24 Special Lv.	Upon review and deliberation, it is determined that this provision should remain unchanged.  It is recommended that Article 23 (Sergeants and Captains) and Article 24 (Patrol Officers) retain current language in the respective Agreement.
Article 24/25 Tuition Reimburse.	Upon review and deliberation, it is determined that this provision should remain unchanged.  It is recommended that Article 24 (Sergeants and Captains) and Article 25 (Patrol Officers) retain current language in the respective Agreement.
Article 26/27 Insurance	A review of comparable employees and current levels of life insurance offered other City Uniform employees, the following is recommended as part of a total economic package.  It is recommended that Article 26 (Sergeants and Captains) and Article 27 (Patrol Officers), retain current language, except that Section 4. , be substituted with the following: <b>“The City will maintain life insurance for all members at a face value of \$40,000.”</b>
Article 27/28 Health & Safety	The parties voiced agreement, in concept, that a need exists for some patrol cars be available that would not present a possible radar hazard.  It is recommended that Article 27 (Sergeants & Captains) and Article 28 (Police Officers) include the following provision. <b>Section ___ At least three (3) Police cruisers shall be equipped without interior radar antennae for patrol use.</b>
Article 28/29 Shift Preference	Upon review and deliberation, it is determined that this provision should remain unchanged.  It is recommended that Article 28 (Sergeants and Captains) and Article 29 (Patrol Officers) retain current language in the respective Agreement.

**Issue****DISCUSSION**

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Article 31  
Negotiation  
Guidelines

For the sake of uniformity , Negotiation Guideline found in the Patrol Officer's agreement should also be included in the Sergeants and Captains Agreement.

It is recommended that current language of Article 31 (Patrol Officers) agreement be retained in the Agreement. It is further recommended that said provision be added as a new article to the Sergeants and Captains Agreement.

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Article 32  
Canine  
Officer

For the sake of uniformity, this provision should be included in the respective Agreements.

It is recommended that current language of Article 32 (Patrol Officers) agreement be retained in the Agreement. It is further recommended that said provision be added as a new article to the Sergeants and Captains Agreement.

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Article  
30/33  
Residency

It is recommended to retain current language.

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Article 34  
Dispute  
Resolution

It is the opinion of this Fact Finder that determination of an alternate dispute resolution procedure is best determined by the parties. Lacking overwhelming and persuasive evidence to the contrary, it is not considered in the best interest of the parties to impose personal views on this issue.

It is recommended that this provision not be included in the Agreement.

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Article 35  
Political  
Activity

The Union proposal reflects civil service rights currently enjoyed. The City indicates intent to establish a uniform policy for all City employees on this subject.

It is recommended that Memorandum of Understanding #4 be added to the Agreements.

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Article 36  
Continua-  
tion of  
Agreement

The Union proposal seeks to attain what is currently provided under SERB Rules and Regulations and related provisions of ORC 4117. Such a term is considered redundant and not needed.

It is recommended that this provision not be included in the Agreement.

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**Issue****DISCUSSION**

Article 37 Duration of Agreement The parties agree in principal to a three (3) year agreement. The expiration date is proposed for the last pay date prior to the expiration of the Agreement.

It is recommended to retain current agreement language in Article \_\_\_\_\_ Duration of Agreement, with the following modification:

**Section 1. Duration**

**All of the provisions of this Agreement become effective July 1, 1995, unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m. June 23, 1998...."**

**RECOMMENDATION**

The following constitutes the item by item recommendation of the Fact Finder:

<b>Issue</b>	<b>Recommendation</b>
<b>Issues of Tentative Agreement</b>	It is recommended all issues that are at tentative agreement be included in the respective Agreement.
<b>Article 1 Agreement</b>	It is recommended to retain current language.
<b>Article 9/10 Corrective Action</b>	It is recommended to retain current language in Article 10, except Section E., which it is recommended to include: <b>"A member shall have the right to attach a rebuttal, or explanation statement to any document in his personnel file."</b>
<b>Article 10/11 Grievance Procedure</b>	It is recommended to retain current language
<b>Article 12/13 Misc.</b>	It is recommended to retain current language. The matter of disposing of handguns should be addressed as stated under the recommended Memorandum of Understanding #1.

Issue	Recommendation
<b>Article 13/14 Wages</b>	<p>It is recommended that Articles 13/14 Wages be revised to reflect the following:</p> <p>Article 13 (Sergeants &amp; Captains) Article 14 (Patrol Officers)</p> <p><b>Section 1 Pay Ranges and Rates:</b>  <b>Effective January 1, 1996, the wage scale currently in effect will be increased by 4.8%.</b>  <b>Effective January 1, 1997, the wage scale shall be increased by 4.8%.</b>  <b>Effective January 1, 1998, the wage scale shall be increased by 4.8%.</b></p> <p><b>Section 2. Pension Pick-up</b>  <b>The City agrees to continue to "pick-up" (assume and pay) 100% of the statutorily required employee contribution of the Employees in the Police and Fire Pension Fund.</b></p> <p><b>Section 3. Application of Hourly Rates.</b> The hourly rates as set forth under this section are based on a 40-hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.</p> <p><b>Section 4. (Sergeants &amp; Captains) The wage differential shall be retained at 15% of the Police Officers' top wage.</b></p>
<b>Article 14/15 Pay Plan Admin..</b>	<p>It is recommended to retain current agreement language of Article 14. Pay Plan Administration, for Sergeants and Captains.</p> <p>It is recommended that Article 15 Pay Plan Administration, of the Police Officers agreement retain current agreement language with the following language added as Section I.k.:</p> <p><b>Members serving as a Field Training Officer (FTO) shall be paid \$1.00 per hour for each hour served in said capacity. No member shall serve in this capacity more than three (3) times in any twelve (12) month period.</b></p>

Issue	Recommendation
<b>Article 15/16</b> <b>Hours of Work &amp; OT</b>	<p>It is recommended to retain current agreement language in the respective contracts, with the following modifications:</p> <p>Article 15. Section 3. Hours of Work and Overtime (Sergeants and Captains) <b>Unit members</b> shall be compensated ..... The "Days off cover <del>Sergeant</del> <b>Unit members</b>", shall be paid time and one-half for all hours in paid status...</p> <p>Section 6. Compensatory Time-<del>SERGEANTS UNIT MEMBERS</del> <b>"The City will allow Sergeants Unit Members to earn compensatory time at the rate of one and one-half (1 ½) hour for each overtime hour worked..."</b></p>
<b>Article 17/18</b> <b>Longevity</b>	<p>It is recommended to retain current agreement language as is found under the Longevity articles.</p>
<b>Article 18/19</b> <b>Clothing &amp; Equipment</b>	<p>It is recommended to retain current language for Sergeants and Captains, except for the following:</p> <p>each Agreement shall reflect the provision that "... an annual uniform allowance in the amount of <del>four hundred (\$400.00)</del> <b>five hundred (\$500.00)</b> per year.</p>
<b>Article 19/20</b> <b>Holiday Pay/Personal Leave</b>	<p>It is recommended that Article 19 (Sergeants and Captains) and Article 20 (Patrol Officers) retain current language in the respective Agreement.</p>
<b>Article 20/21</b> <b>Vacation Time</b>	<p>It is recommended that Article 20 (Sergeants and Captains) and Article 21 (Patrol Officers) retain current language in the respective Agreement</p>
<b>Article 21/22</b> <b>Sick Lv.</b>	<p>It is recommended that Article 21 (Sergeants and Captains) and Article 22 (Patrol Officers) retain current language in the respective Agreement</p>
<b>Article 23/24</b> <b>Special Lv.</b>	<p>It is recommended that Article 23 (Sergeants and Captains) and Article 24 (Patrol Officers) retain current language in the respective Agreement.</p>
<b>Article 24/25</b> <b>Tuition Reimburse.</b>	<p>It is recommended that Article 24 (Sergeants and Captains) and Article 25 (Patrol Officers) retain current language in the respective Agreement.</p>

Issue	Recommendation
<b>Article 26/27 Insurance</b>	It is recommended that Article 26 (Sergeants and Captains) and Article 27 (Patrol Officers), retain current language, except that Section 4. , be substituted with the following: <b>“The City will maintain life insurance for all members at a face value of \$40,000.”</b>
<b>Article 27/28 Health &amp; Safety</b>	It is recommended that Article 27 (Sergeants & Captains) and Article 28 (Police Officers) include the following provision. <b>Section__ At least three (3) Police cruisers shall be equipped without interior radar antennae for patrol purposes.</b>
<b>Article 28/29 Shift Preference</b>	It is recommended that Article 28 (Sergeants and Captains) and Article 29 (Patrol Officers) retain current language in the respective Agreement
<b>Article 31 Negotiation Guidelines</b>	It is recommended that current language of Article 31 (Patrol Officers) agreement be included in both Agreements.
<b>Article 32 Canine Officer</b>	It is recommended that current language of Article 32 (Patrol Officers) agreement be included in both Agreements.
<b>Article 30/33 Residency</b>	It is recommended that Article 30 & 33 Residency, retain current language.
<b>Article 34 Dispute Resolution</b>	It is recommended that this provision not be included in the Agreement.
<b>Article 35 Political Activity</b>	It is recommended that Memorandum of Understanding #4 be added to the Agreements to address this issue..
<b>Article 36 Continuation of Agreement</b>	It is recommended that this provision not be included in the Agreement.
<b>Article 37 Duration of Agreement</b>	It is recommended to retain current agreement language in Article ___ Duration of Agreement, with the following modification: <b><u>Section 1. Duration</u></b> <b>All of the provisions of this Agreement become effective July 1, 1995, unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m. June 23, 1998....”</b>

**Issue**

**Recommendation**

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**Memo #1**

**Memorandum of Understanding #1**

Whereas the City has replaced service revolvers in the police department; and

Whereas the Patrol Officers, Sergeants, and Captains have indicated interest to purchase said revolvers; and

Whereas the City has no further use of said revolvers;

Therefore, it is understood that said revolvers will be made available to Patrol Officers, Sergeants, and/or Captains within the respective bargaining unit, to purchase at a determined fair market price. If two or more unit members indicate interest in purchase of the same revolver, said most senior member shall have first right or purchase

Signed \_\_\_\_\_

For the City

For the FOP

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**Memo #2**

**Memorandum of Understanding #2**

Whereas it is recognized that the regular work week consists of five (5) eight (8) hour days, or forty (40) hours per week; and

Whereas there might be benefit to modify the work week/day to reflect a four (4) day ten (10) hour day for a work week consisting of forty (40) hours for detectives; and

Whereas, in concept such a modification may have mutual benefit;

Therefore, it is understood that should the City authorize such modification of detective schedules on a trial basis, the FOP will concur with such a modification.

Further, if such a trial period, of at least two (2) months, results in agreed to mutual benefit to the parties, such modification will be reflected contractually between the parties.

Signed \_\_\_\_\_

For the City

For the FOP

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**Issue**

**Recommendation**

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**Memo #3**

**Memorandum of Understanding #3**

Whereas the issue of separation of days off, as set forth in Article 16., Section 2. of the Agreement, was resolved in the Grievance of Patrolman Sikes; and

Whereas it is agreed that said resolution is agreed to by the parties to give direction to the parties for future continuity and application;

Therefore, Unit members shall not have their days off separated in a manner that is inconsistent with said resolution.

Signed \_\_\_\_\_  
For the City For the FOP

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**Memo #4**

**Memorandum of Understanding #4**

Whereas the Unit members have certain rights regarding political activity; and

Whereas there has been an established past practice regarding such activity as Unit employees; and

Whereas the City has given notice of intent to establish uniform rules for all City employees in this matter;

Therefore, it is understood and agreed that any such policy or rules shall not reduce those rights currently held by the unit members.

Signed \_\_\_\_\_  
For the City For the FOP

**TOTALITY OF AGREEMENT**

This will affirm the foregoing report, consisting of **20 pages**, inclusive of this page, and **recommendations** contained herein, are made in this matter of **Fact Finding** by the below signed **Fact Finder**.

All matters presented before the Fact Finder and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.

If there is found conflict in the Report between the Fact Finder's Discussion and his Recommendations, that language in the Recommendations shall prevail.

All matters of tentative agreement are **recommended** to be included in the Agreement.

To the best of my knowledge, said Report and **its included recommendations** complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this October 19, 1995

  
\_\_\_\_\_  
John S. Weisheit, Fact Finder