

STATE EMPLOYMENT RELATIONS BOARD

95 - MED - 10 - 0944 ✓ COMMUNICATION OFFICERS  
95 - MED - 10 - 0945 PATROL OFFICERS  
95 - MED - 10 - 0946 SERGEANTS

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

And

CITY OF MENTOR-ON-THE-LAKE

)  
)  
)  
)

FACT-FINDING REPORT

STANLEY B. WIENER,  
FACT FINDER

MARCH 21, 1996

o0o

STATE-EMPLOYMENT  
RELATIONS BOARD  
MAR 25 10 03 AM '96

A fact-finding hearing was held on January 17, 1996, and on February 21, 1996, at the City Of Mentor-On-The-Lake City Hall, 5860 Andrews Road, Mentor-On-The-Lake, Ohio 44060. The hearing on January 17, at the request of the parties, was limited to mediation. The hearing on February 21st was for the purpose of fact finding, both hearings were before STANLEY B. WIENER, Fact Finder.

Representing the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION ("Union") was JEFFREY D. PERRY, Business Agent. Appearing on behalf of the Dispatchers (four (4) members) were CHRISTINE DOWHAN on January 17th, and JODY MATHIS on February 21st. Appearing on behalf of the Patrol Officers (approximately six (6) members) was JOHN GIELINK; for the Sergeants (two (2) members) was GLENN R. BAILEY.

Representing the CITY OF MENTOR ON-THE-LAKE ("City") was TOM GRABARCZYK, Consultant, Labor Relations Management, Inc. Also

appearing on behalf of the City was KIP L. MOLENAAR, Administrative Director.

### I. PAST NEGOTIATIONS AND MEDIATION

Extensive negotiations were had by the parties. The three (3) units met jointly with the City. It is agreed, however, that each unit will vote separately to accept or reject the fact finder's recommendations.

The last contracts for the Communication Officers and the Patrol Officers were for three (3) years, expiring December 31, 1995. The last contract for the Sergeants was for two (2) years, expiring December 31, 1995.

Mediation held on January 17th, was not successful. Mediation held on February 21st, did resolve a few matters which are identified for the record:

- A. City's retroactive provision.
- B. Vacation Scheduling.
- C. Grandfather clause for traditional health coverage for two (2) employees.
- D. City to investigate optical coverage.

### II. ISSUES AT IMPASSE

After mediation the following issues remained at impasse:

- A. FINANCIAL ISSUES
  - 1. WAGES

**UNION:** Three (3) annual increases of five percent (5%) each year.

**CITY:** Three (3) annual increases of two percent (2%) for 1996; one percent (1%) for 1997; and one percent (1%) for 1998.

2. **SICK TIME**

**UNION:** Increase retirement buy out from twenty-five percent (25%) to fifty percent (50%).

Balance of Article 20 (SICK TIME) to remain as is.

**CITY:** Opposed to increase of buy out. Add language to control sick leave.

3. **VACATION**

**UNION:** Increase of vacation for more than fifteen (15) years of service.

**CITY:** New vacation schedule provided Comp time is eliminated.

4. **OVERTIME (SERGEANTS AND PATROLMEN)**

**UNION:** Change definition of overtime from hours worked in excess of eighty-six (86) hours in a fourteen (14) day period, to hours worked in excess of forty (40) hours per week Comp time to be increased from forty (40) to sixty (60) hours.

**CITY:** Overtime for over one hundred seventy-one (171) hours over a twenty-eight (28) day period. Comp time to be eliminated.

5. **HOLIDAYS**

**UNION:** (DISPATCHERS) Fix seven (7) holidays. Work on these seven (7) days shall be paid at overtime rate.

**CITY:** Maintain current language as to holidays. Method proposed to credit holidays on a monthly basis.

6. **COURT TIME**

**UNION:** Revision of call-in pay.

**CITY:** Any change should result in requirement that employee actually work the minimum hours.

7. **UNIFORM ALLOWANCE**

**UNION:** Allowances should be raised Fifty and 00/100 Dollars (\$50.00) per year.

**CITY:** Dispatchers raise Ten and 00/100 Dollars (\$10.00) per year. Police Officers raise Twenty and 00/100 Dollars (\$20.00) per year, Sergeants, no increase until 1998.

8. **EDUCATION PAY**

**UNION:** Hourly increase in wages for employees with an associate degree; associate degree in law enforcement; bachelor degree; bachelor degree in law enforcement.

**CITY:** Opposed.

9. **WORKING OUT OF CLASSIFICATION**

**UNION:** Pay unit member supervisors rate of pay when acting as a supervisor.

**CITY:** Opposed, but willing to decrease time before employee acting as supervisor receives supervisor wage.

B. **CONTRACTUAL ISSUES**

1. **LAYOFF AND RECALL**

**UNION:** No bargaining unit member shall be laid off if a part-time employee is working.

**CITY:** Opposed.

2. **DISCIPLINE - APPEAL PROCEDURE**

**UNION:** Suspension of more than three (3) days or discharge to be processed through the arbitration procedure.

**CITY:** Opposed. Continue to go through the Civil Service Commission.

3. **HOSPITALIZATION INSURANCE**

**UNION:** No change of carrier unless coverage is equal or greater.

**CITY:** Opposed.

4. **PERSONNEL FILES**

**UNION:** No change in current provision.

**CITY:** Proposes increases in length of time prior discipline may be used.

**III. POSITIONS, FINDINGS AND RECOMMENDATIONS**

As a Fact-Finder I am required to take into consideration certain factors, including but not limited to, past contracts, comparison of issues with employees doing like work in comparable cities, the interests and welfare of the public, and the financial welfare of the public, and the financial ability of the City. I have done this with all of the issues at impasse discussed below.

The numerous exhibits furnished by both parties have been extremely helpful and I am impressed with the serious and extensive preparation on the part of the City and the Union. The City has raised the issue of its ability to pay the financial demands of the Union. Having the burden of proof on this issue, the City has provided certain financial records, some of which I have attached to this report.

A. **FINANCIAL ISSUES**

1. **WAGES:**

**UNION:** Requests five percent (5%) increases for each year of the three (3) year contract, retroactive to January 1, 1996. Although the average increases in the area have been approximately four percent (4%), the City is currently the lowest paying jurisdiction in the area. Also the part-time patrolmen received higher percentage increases than what the City is now offering its full-time officers. The Fire Department received higher percentage increases than offered by the City to the Union. The current top annual rates of Dispatchers is \$23,712.00; for Police Officers, \$35,855.00, and for Sergeants, \$39,728.00. These rates are at the bottom when compared to the eight local cities referred to in Fact-Finder's Exhibits "A" and "B".

In five (5) of the past six (6) years City revenues have increased. The City should have searched for a solution to its financial problems long before now.

**CITY:** Offers two percent (2%) increase in 1996, one percent (1%) for 1997, and one percent (1%) for 1998. The cities listed on Fact-Finder's Exhibits "A" and "B" are not comparable. All but one are much larger, and generally contain considerable industry and business. Mentor-On-The-Lake is a "bedroom community" containing little industry and commerce. The City, after four (4) attempts, increased its income tax in 1987. When the City

had the funds it was generous to the Union. Between 1989 and 1995 the average annual increase was six point 3 percent (6.3%). However, revenue has not kept up with expenses. Five (5) of the last six (6) years have ended in deficit spending. The 1996 budget will have an ending balance of \$1,395.00 (Fact-Finder's Exhibit "C"). This ending balance represents point zero zero six percent (.006%) of expenditures, compared to five point six percent (5.6%) in 1995.

In order to have the ending balance of \$1,395.00, budget cuts of approximately \$290,000.00 will be made in 1996 (Fact-Finder's Exhibit "D"). In order to obtain additional funds the City must go to the people for approval. Currently the income tax rate is two percent (2%), but the credit is one hundred percent (100%). This means that City people working in other cities leave the bulk of their taxes where they work.

Although the City's assessed tax valuation increased from \$61 million in 1990, to \$82 million in 1996, actual tax revenue did not dramatically increase due to Ohio House Bill 920.

A comparison of cities in Ohio with populations of 7,500 - 12,000 shows the City in the middle of the pay scale. (Fact-Finder's Exhibits "E", "F" and "G").

The City does not have the ability to pay the increases asked for by the Union.

**FINDINGS:** Mentor-On-The-Lake is a small city with big financial problems. During the past several years the City has been forced to use its surplus to make ends meet. When the City had the funds it did not skimp on wages. But currently, wages for the units involved herein are below average.

I have trouble comparing the cities submitted by both sides. The Union's list for Lake County contains larger and wealthier communities. The City's list contains cities in Ohio whose only similarity is size of population. It may very well be that Mentor-On-The-Lake is unique.

There is no question that a snapshot taken

today of the City's financial condition would show that the City is in bad financial condition. However, having said this, the City, its officials and citizens cannot hide their heads in the sand from now to years in the future and disregard this problem. It cannot go away by itself.

There are things that the City can do. For example, the people could reduce the income tax credit; a new police levy can be passed; various fees can be increased and additional budget cuts can be made.

The City representatives at the hearing did an excellent job in explaining the financial picture to this Fact-Finder. I am certain that they, with other City officials, can do just as excellent a job in explaining the problem to the people. I'm certain that the people of Mentor-On-The-Lake are smart enough to realize that their City cannot go along the way it has. There is a limit to how much the City can cut vital services; that unless new revenues are obtained the City will be unable to provide the necessary services, such as police protection, which are required from every city.

In responding to all of the financial demands, I have taken into consideration the City's present budgeting problems; but I also cannot hide my head in the sand. There are things the City can and must do within the time of this contract.

**RECOMMENDATION:** An increase of three and one-half percent (3-1/2%), effective January 1, 1996; an additional increase of three percent (3%) effective January 1, 1997; an additional increase of three and one-half percent (3-1/2%) effective January 1, 1998.

## **2. SICK TIME**

**UNION:** Requests that an employee on retiring be entitled to be compensated for a maximum of fifty percent (50%) of accumulated sick leave, not to exceed sixty (60) days. The present contract calls for a maximum of twenty-five percent (25%) not to exceed sixty (60) days. Most comparable jurisdictions have buy-outs substantially higher

than the City.

**CITY:** The request constitutes too much of a financial impact. The amount continues to go up since the then current hourly rate is used. The City requests language to tighten its current sick leave program by requiring additional certifications for more than four (4) occurrences in a year.

**FINDING:** I find that the Union request is reasonable in comparison to other police contracts. Also the City's request is reasonable based upon some recent problems raised at the hearing, although I would recommend five (5) occurrences rather than four (4) occurrences.

**RECOMMENDATION:** Section 4 of Article 20 to be amended to read as follows:

"UPON RETIREMENT OR DISABILITY RETIREMENT, AN EMPLOYEE SHALL BE ENTITLED TO BE COMPENSATED WITH PAY FOR A MAXIMUM OF FIFTY PERCENT (50%) OF HIS ACCUMULATED SICK LEAVE, NOT TO EXCEED SIXTY (60) DAYS."

Add to Section 6, Article 20 the following paragraph:

THE EMPLOYER MAY REQUIRE CERTIFICATION OF MEDICAL ATTENTION WHEN THE NUMBER OF UNDOCUMENTED OCCURRENCES EXCEEDS FIVE (5) IN ANY FISCAL YEAR. APPLICATIONS FOR SICK LEAVE WITH INTENT TO DEFAUD SHALL BE GROUNDS FOR DISCIPLINARY ACTION, WHICH MAY INCLUDE DISCHARGE."

3. **VACATION:**

**UNION:** The present vacation schedule calls for four (4) weeks after more than ten (10) years of service. The Union is requesting five (5) weeks after more than fifteen (15) years of service. The maximum is four (4) weeks vacation.

**CITY:** Proposes a completely new vacation schedule which would grant the five (5) weeks of vacation at twenty-six (26) years of service.

**FINDING:** The current vacation provisions require little change. To favorably compare it with other cities I would simply add one (1) week of vacation for those having more than twenty (20) years of service.

**RECOMMENDATION:** I would add to the end of Section 1, Article 22 the following:

**"MORE THAN TWENTY (20) YEARS OF SERVICE---7.7 HOURS FOR EACH EIGHTY (80) HOURS IN ACTIVE PAY STATUS"**.

4. **OVERTIME** (SERGEANTS AND PATROLMEN)

**UNION:** Wants to define "overtime" as time worked in excess of forty (40) hours per week. This is the definition in the Dispatchers' contract. It also wants compensatory time to be increased from forty (40) hours to a maximum of sixty (60) hours. The present contracts define overtime as time worked in excess of eighty-six (86) in a fourteen (14) day period. The Union believes that its requested definition is the only fair method. Comparable contracts allow substantially more than forty (40) hours of Comp time.

**CITY:** Wants to define overtime as time worked in excess of One Hundred Seventy-One (171) hours in a twenty-eight (28) day period. It also wants to eliminate the Comp time work.

**FINDING:** I find no need to change the definition of overtime. I do believe that the Comp time is extremely low as compared to other cities:

**RECOMMENDATION:** No change in definition of overtime in the Sergeant and Patrolmen's contracts. Effective January 1, 1997, Comp time to be increased to a maximum of sixty (60) hours.

5. **HOLIDAYS**

**UNION:** (DISPATCHERS UNIT) Requests that Dispatchers should have seven (7) of the thirteen (13) holidays fixed and that they should receive time-and-a-half for working on those seven (7)

holidays.

**CITY:** There is no reason to change the Dispatchers' contract. All units should be identical. Also the City objects to the added cost. The City has proposed a method to credit holidays on a monthly basis. This would be for all units.

**FINDING:** I find no reason to change the holiday provisions of Dispatchers' contract as proposed by the Union. There was no serious objection to the City's proposal to credit holidays on a monthly basis.

**RECOMMENDATION:** No change in Article 23, Section 1 in Dispatchers' contract.

Add to Section 1, Article 23 of all contracts the following:

"CREDIT FOR HOLIDAYS SHALL BE DETERMINED BY A FACTOR OF 1.083 FOR EACH FULL MONTH OF SERVICE IN THE ACTIVE PAY STATUS"

6. **COURT TIME**

**UNION:** Requests that an employee requiring to appear before a court or agency on a scheduled work day should receive a minimum of three (3) hours pay (presently two (2) hours) where such hours are not contiguous to the employee's shift. This request is in line with contracts in this area.

**CITY:** If there is any change the employee should be required to actually work the minimum hours.

**FINDING:** I find the Union request to be reasonable and in line with comparable contracts.

**RECOMMENDATION:** Article 24, Section 2 is amended to read as follows:

"AN EMPLOYEE REQUIRED TO APPEAR BEFORE A COURT OR ADMINISTRATIVE AGENCY, OR CALLED INTO WORK ON A SCHEDULED WORK DAY SHALL RECEIVE A MINIMUM OF THREE (3) HOURS PAY AT THE EMPLOYEE'S STRAIGHT TIME RATE IN THOSE

**INSTANCES WHERE SUCH HOURS ARE NOT CONTIGUOUS  
TO THE EMPLOYEE'S SHIFT".**

**7. UNIFORM ALLOWANCE**

**UNION:** Current contracts call for annual uniform allowances as follows:

Dispatchers	\$275.00
Patrol Officers	500.00
Sergeants	550.00

It is requested that the allowances for each unit be increased at the rate of \$50.00 per year in order to approach external parity.

**CITY:** The City proposes a \$10.00 per year increase for Dispatchers; \$20.00 per year for Patrol Officers and no increase for Sergeants for 1996 and 1997, and a \$10.00 increase for 1998 at which time both the Patrol Officers and Sergeants would be receiving identical allowances of \$560.00.

**FINDING:** I find that a \$20.00 per year increase for all units would be reasonable. It should be noted that the Dispatchers at the hearing suggested to the City that they would be willing to forego their uniform allowance if they were not required to wear uniforms at work. I find this suggestion reasonable.

**RECOMMENDATION:** That commencing 1996, the Patrol Officers and Sergeants receive annual increases of \$20.00 for their uniform allowances. That if the City requires uniforms to be worn by the Dispatchers then the Dispatchers shall also receive annual increases of \$20.00 for their uniform allowance commencing 1996. If no uniforms are required of them, then the uniform allowance for Dispatchers shall be removed from their contract, and they shall not receive any allowance.

**8. EDUCATION PAY**

**UNION:** Requests additional hourly pay for education accomplishments as follows:

- \$ .15 per hour - associate degree
- .30 per hour - associate degree in law enforcement
- .45 per hour - bachelor degree
- .60 per hour - bachelor degree in law enforcement.

The above benefits were recently added to the part-time Patrolmen's contract.

**CITY:** Objects to this request based upon financial ability.

**FINDING:** Financially this is a small matter. It is difficult to turn down this request when the part-time officers have just received it.

**RECOMMENDATION:** I would recommend the training pay request. These goals are beneficial to the police. Effective January 1, 1997, a new Section 3 shall be added to Article 29 of the Sergeant and Patrolmen's contract and to Article 28 of the Dispatcher's contract, as follows:

### Section 3

"Those employees who have obtained a degree from an accredited college or university shall be compensated an addition hourly amount to the wage schedule as outlined in Section 1 above, as set out as follows:

- \$ .15 per hour - associate degree
- .30 per hour - associate degree in law enforcement
- .45 per hour - bachelor degree
- .60 per hour - bachelor degree in law enforcement

The above schedule shall not be cumulative. The employee shall be required to submit appropriate documentation as required by the employer to show level of degree, course work, etc."

## 9. WORKING OUT OF CLASSIFICATION

**UNION:** Requests that if a member of the bargaining unit works in place of a supervisor, such member

should receive the same hourly rate as the supervisor. This is a standard practice; more responsibility more pay.

**CITY:** Offers to reduce the time after which an employee ordered to do supervision work receives additional pay.

**FINDING:** Based upon the comparatively small size of the police force and the financial condition of the City, I would reject the Union proposal and adopt the City proposal.

**RECOMMENDATION:** Effective upon execution of this contract, Section 5 of Article 27 of the contracts for Patrolmen and Dispatchers shall read as follows:

"BARGAINING UNIT EMPLOYEES WHO ARE ORDERED TO WORK IN A HIGHER CLASSIFICATION MUST WORK IN THE HIGHER CLASSIFICATION FOR ONE (1) WEEK TO RECEIVE THE RATE OF PAY FOR THE HIGHER CLASSIFICATION. UPON ATTAINING THE ONE (1) WEEK MINIMUM, THE EMPLOYEE SHALL RECEIVE COMPENSATION AT THE RATE FOR ALL SUCH TIME WORKED IN THAT HIGHER CLASSIFICATION."

Union proposal rejected.

B. **CONTRACTUAL**

1. **LAYOFF AND RECALL**

**UNION:** Requests that no Bargaining Unit members be laid off as long as a part-time employee is working. Because of the City's financial position, the full-time employees are concerned about job security. The City contract with its Firemen contains the language requested by the Union.

"The Employer shall not begin the lay-off process of Bargaining Unit members until after the Employer has eliminated all hours of work for part-time personnel. No Bargaining Unit member shall be laid off if a part-time Employee is working."

**CITY:** The City historically has utilized part-time

employees as patrolmen and dispatchers. Unlike other cities, Mentor-On-The-Lake part-time employees perform the same services as full-time employees. The part-time patrolmen are a certified unit, under contract with the City and represented by the same union that represents the full-time patrolmen. The City further contends that lay-off and recall is not a mandatory subject of bargaining, but is a permissible subject, which has not been waived by the City.

**FINDING:** The part-time patrolmen have a contract with the City. The unit is certified and is represented by the Ohio Patrolmen's Benevolent Association. This Fact-Finder is of the opinion that he has no right or authority to make a recommendation that would have an adverse impact on the part-time contract, since that contract is not involved in this hearing. In fact, the Union has referred to the part-time contract to support some of its demands herein, such as Education Pay and Discipline And Appeal Procedure.

The part-time dispatchers do not have a contract, nor are they represented by the Union.

I do not agree with the City's contention that the Union's request is not a mandatory issue of bargaining. Decisions to lay off workers clearly affects terms and conditions of employment and must be bargained. In fact, the City has previously negotiated layoffs. This request is simply a modification.

However, in reviewing the history of utilizing part-time dispatchers, I find that it would be inappropriate at this time to change the City's practice.

I want to emphasize that I am not making any recommendation regarding the dispatchers based upon the City's legal agreements, but upon the historic method of operations and upon the fact that there was no showing of abuse.

**RECOMMENDATION:** I recommend no change in the layoff and recall provisions of the contracts (Article 11).

2. **DISCIPLINE - APPEAL PROCEDURE**

**UNION:** Article 12, Section 3 of the present contracts states in part as follows: "Suspensions of more than three (3) days or discharge may be appealed to the Civil Service Commission---and shall not be appealable through the arbitration process." The Union requests the following: "Suspensions of more than three (3) days or discharge,---, may be appealed to the Civil Service Commission---. Final appeal may be processed through the arbitration procedure. Suspensions of more than three (3) days and discharge are serious enough to be finally decided by a trained arbitrator rather than City officials and political appointees who sit on the Civil Service Commission. The language proposed was recently negotiated into the City's part-time police contract. Full time employees should have the same protection.

**CITY:** The City accepts arbitration for discharge, and proposes arbitration of suspensions in excess of five (5) days provided it receives adjustment in the length of time prior discipline may be used for progressive discipline (See issue B 4 below). Currently appeals of all three units end with the Civil Service Commission. There is no reason to change.

**FINDING:** The Union's proposal is included in the contract that the City has with its part-time Patrol Officers. I believe that a suspension of more than three (3) days is a serious matter and should not be finally decided by City officials and/or Civil Service appointees of the City. Each party, at its option, should be allowed to utilize the services of an outside neutral. With such a procedure in place more thought will go into the decision to discipline with respect to just cause and severity.

**RECOMMENDATION:** The second paragraph of Section 3, Article 12 is amended to read as follows:

**"SUSPENSIONS OF MORE THAN THREE (3) DAYS OR DISCHARGE, IF NO RELIEF IS GRANTED AT THE MAYOR'S LEVEL OF THE GRIEVANCE PROCEDURE, MAY BE APPEALED TO THE CIVIL SERVICE COMMISSION OF**

THE CITY OF MENTOR-ON-THE-LAKE, IN ACCORDANCE WITH THEIR RULES AND REGULATIONS, WHOSE DECISION SHALL BE ADVISORY TO THE PARTIES. FINAL APPEAL MAY BE PROCESSED THROUGH THE ARBITRATION PROCEDURE."

3. HOSPITALIZATION INSURANCE

UNION: The present contracts give to the City the right to establish levels of coverage and to change carriers. The Union requests that such right should be limited so that the coverage is equal to or greater than presently offered. This restriction is common and should be adopted.

CITY: All City employees are covered by the same policy. To obtain satisfactory coverage at a reasonable price, the City must solicit bids for one policy that covers all of its employees. The City strongly opposes the Union restrictions. If adopted, it would give the Union a veto over any changes in policy or carrier, even if there is but a slight change.

FINDING: I appreciate the concerns of both sides, Employers are faced with an extremely difficult challenge to provide adequate protection at a reasonable cost. To meet this challenge the City must solicit bids for as large a group as possible. It cannot afford to have each unit of employees have what would amount to a veto over a particular plan.

RECOMMENDATION: I recommend no change in Article 26, Section 1.

4. PERSONNEL FILES

UNION: The current provisions of keeping records of suspensions for two (2) years should not be changed. There have been no problems. (Article 31, Section 3 for Patrolmen and Sergeants: Article 30, Section 3 for Communication Officers).

CITY: Paragraph 2 of Section 3 provides the following: "Records of any suspensions will cease to have force and effect and shall not be used in

progressive disciplinary measures two (2) years after the effective date of the suspension providing there are no intervening disciplinary actions during this period. The City requests that records of any suspension of three (3) days or less cease to have effect after three (3) years, and suspensions of more than three (3) days cease to have effect after five (5) years.

**FINDING:** I find merit in the City's proposal to fine tune this section based upon the changes called for in issue B-2 above. However, I believe the times requested are too long.

**RECOMMENDATION:** Amend Paragraph 2 of Section 3 to read as follows:

"RECORDS OF ANY SUSPENSIONS OF THREE (3) DAYS OR LESS WILL CEASE TO HAVE FORCE AND EFFECT AND SHALL NOT BE USED IN PROGRESSIVE DISCIPLINARY MEASURES TWO (2) YEARS AFTER THE EFFECTIVE DATE OF THE SUSPENSION PROVIDING THERE ARE NO INTERVENING DISCIPLINARY ACTIONS DURING THE PERIOD."

Add Paragraph 3 to Section 3 to read as follows:"

"RECORDS OF ANY SUSPENSIONS GREATER THAN THREE (3) DAYS WILL CEASE TO HAVE FORCE AND EFFECT AND SHALL NOT BE USED IN PROGRESSIVE DISCIPLINARY MEASURES THREE (3) YEARS AFTER THE EFFECTIVE DATE OF THE SUSPENSION PROVIDING THERE ARE NO INTERVENING DISCIPLINARY ACTIONS DURING THE PERIOD."

#### **SUMMARY**

- A.
1. Wage increases of three and one-half percent (3-1/2%) January 1, 1996, three percent (3%) January 1, 1997; three and one-half percent (3-1/2%) January 1, 1998.
  2. Sick time, fifty percent (50%) of accumulated leave, not to exceed sixty (60) days. Certification required when undocumented occurrences exceed five (5) in any year.
  3. Five (5) weeks vacation for more than twenty (20)

years of service.

4. No change in definition of overtime. Effective January 1, 1997, Comp time increased to a maximum of sixty (60) hours.
  5. Article 23, Section 1: Credit for holidays 1.083 for each month of service.
  6. Minimum court time of three (3) hours when called in not contiguous to shift.
  7. Twenty and 00/100 Dollars (\$20.00) per year increase in uniform allowance.
  8. Education allowances. Effective January 1, 1997, Fifteen cents (.15 to sixty (.60) per hour based on degree.
  9. Supervisors rate paid after working one (1) week as a supervisor.
- B.
1. No change in Layoff and Recall provisions.
  2. Suspension of more than three (3) days and discharge, subject to arbitration.
  3. No change in Hospitalization Insurance.
  4. Amend provisions regarding retention of records of suspensions in personnel files.

Respectfully submitted,

DATED:

March 21, 1996

  
STANLEY B. WIENER  
Fact Finder