

STATE OF OHIO

State Employment Relations Board

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IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,)
 LODGE NO. 25 (Police Officers))
 OHIO LABOR COUNCIL, INC.)
 "Employee Organization")
 and)
 CITY OF AVON LAKE)
 "Employer")

CASE NO. 96-MED-10-0955

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,)
 LODGE NO. 25 (Sergeants and Above))
 OHIO LABOR COUNCIL, INC.)
 "Employee Organization")
 and)
 CITY OF AVON LAKE)
 Employer")

CASE NO. 96-MED-10-0956

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**REPORT OF FACT-FINDER
AND RECOMMENDATIONS**

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I. INTRODUCTION

These matters come before the Fact-Finder as a result of a referral on November 29, 1996 by the State Employment Relations Board ("SERB") pertaining to fact-finding protocol between the Fraternal Order of Police (hereinafter referred to as "FOP") and the City of Avon Lake (hereinafter referred to as "City" or "Employer"). This Report encompasses both Case No. 96-MED-10-0955, pertaining to police officers, and Case No. 96-MED-10-0956, pertaining to sergeants and above. Except where otherwise specifically separated or identified, the Fact-Finder's Report and Recommendations shall be deemed to be applicable to and include both bargaining units and both cases, without the necessity of repetition.

After initial referral, the parties mutually agreed to a series of extensions of the fact-finding hearing for purposes of allowing the parties to explore further a potential resolution for a new collective bargaining agreement. Ultimately, the Fact-Finder was notified that the negotiations had not produced a concluded agreement and request for commencement of fact-finding was made. A fact-finding hearing for the taking of evidence, submission of issues and presentation of the parties' respective positions was held, by mutual agreement of the parties, on January 9 and January 24, 1997, with the hearing being conducted at the City's Community/Recreation Facility referred to as the "Old Fire Station."

The parties mutually submitted post-hearing statements on February 7, 1997, and the hearing was considered closed as of that date.

The Fact-Finder received numerous exhibits and extensive material presented by both parties, including the parties' respective pre-hearing statements and, as previously

mentioned, post-hearing statements. In addition, the Fact-Finder received as evidence the current Collective Bargaining Agreement between the City and the police officers, covering the period from January 1, 1994 through December 31, 1996. A copy of the Agreement applicable to sergeants and above was not presented, it being represented that, with few limited exceptions, which are separately addressed, the Agreements are identical. This Fact-Finder also received as evidence the Fact-Finder's Report in the matter of *Fraternal Order of Police, Ohio Labor Council, Inc. and City of Avon Lake*, SERB Case No. 96-MED-01-0040, dated August 14, 1996, which Report pertained to police dispatchers and a "secretary records clerk," and in connection with that same case, the Fact-Finder received as evidence the Conciliator's Report dated November 15, 1996. Additionally, the Fact-Finder has received as evidence the Fact-Finder's Report in the matter of *Avon Lake Professional Fire Fighters, IAFF Local 1361 and the City of Avon Lake*, SERB Case No. 96-MED-09-0777, dated January 13, 1997.

The Fact-Finder has taken into consideration the statutory guidelines enunciated in Revised Code §§4117.14(C)(4)(a) through (f), the guidelines set forth in Revised Code §§4117.14(G)(7)(a) through (f), and SERB Regulations, Ohio Administrative Code 4117-9-05(J) and (K)(1) through (6). In addition, the Fact-Finder has reviewed and taken into consideration the various exhibits and position statements submitted by the parties, some of which will be discussed in further detail *infra*.

Appearing on behalf of the parties, in addition to the respective representatives designated on the face sheet of this Report, were the following:

On Behalf of FOP:

Randall Bennett, Member, FOP, Lodge No. 25, Negotiation
Committee

Michael Bulger, President, Avon Lake Police Department
Patrolmen's Association

Dale Drottar, Member, FOP, Lodge No. 25, Negotiation
Committee

Tim Gareau, Member, FOP, Lodge No. 25, Negotiation
Committee

Jack Hall, Member, FOP, Lodge No. 25, Negotiation Committee

Bernard Koltiska, Member, FOP, Lodge No. 25, Negotiation
Committee

On Behalf of the City:

Vincent Urbin, Mayor, City of Avon Lake

Susan Valasco, Finance Director, City of Avon Lake

David Owad, Chief of Police, City of Avon Lake

Prior to the fact-finding, the parties had entered into a retroactive wage agreement which provided, in pertinent part: "The parties waive the provisions of 4117.14(G)(11) in regard to all matters of compensation or with cost implications which may be awarded by a conciliator (*sic.*) in accordance with Chapter 4117 O.R.C. and agree that the conciliator (*sic.*) may award wage increases or other matters with cost implications to be retroactive to January 1, 1997."

At the time of the commencement of the fact-finding, issues were presented by the FOP or the City pertaining to the following: Article IX - Work Week/Scheduled Hours; Article X - Overtime; Article XI - Wages; Article XII - Life Insurance; Article XIII - Vacations; Article XIV - Holidays; Article XV - Clothing Allowance; Article XVI - Health Insurance; Article XVII - Sick Leave; Article XXIII - Police Officer Bill of Rights; Article XIV - Shift Deviation Premium; Article XV - Longevity; Article XXXIII - Compensatory Time Off;

Article XXXVIII - Service Weapon; Article XXXIX - Corrective Action; Article XLI (New) - Field Training Officer; Article XLIII - Duration.

As a result of mediation and negotiations which occurred during the fact-finding, all of the initial issues were resolved except the following: Article X - Overtime; Article XI - Wages; Article XIII - Vacations (proposed Sections 7 and 8); Article XV - Clothing Allowance; Article XVI - Health Insurance; Article XXXVIII - Service Weapons; Article XLI (New) - Field Training Officers.

The Fact-Finder must commend the representatives of both the FOP and the City of Avon Lake for presenting their respective positions in an articulate, detailed and highly professional manner. Commendation is also evident by the fact that a substantial number of issues, although not initially resolved, were able to be concluded during the fact-finding. In preparing this Report and Recommendations, the Fact-Finder has attempted to summarize the salient aspects involved where considered pertinent and relevant, and, therefore, brevity should not be construed as an attempt to diminish the importance of each issue or the significance of the material presented by the respective parties in support of their particular positions. This Report and Recommendations would be of inordinate size if all of the arguments and all of the material were discussed and analyzed at length. Consistent with the statutory mandates and guidelines, the Fact-Finder has attempted to balance the rights and responsibilities of all of the parties involved in the instant fact-finding. See, generally, the comments expressed by Justice Douglas in *Johnson v. University Hospital of Cleveland* (1989), 44 Ohio St.3d 49 at 58.

II. BACKGROUND

The City of Avon is a chartered city covering approximately 12 square miles with a population of approximately 18,000. It is situated in the eastern portion of Lorain County, whose county seat is the City of Elyria.

The unit involved in Case No. 96-MED-10-0955 consists of approximately 12 police officers, and the unit involved in Case No. 96-MED-10-0956 consists of 5 sergeants and 3 lieutenants. The lieutenants report to the Chief of Police.

III. RECOMMENDATIONS

ARTICLE X - OVERTIME

Section 3

The present Section 3 of Article X of the police officer's contract provides that when an employee is assigned to higher supervisory duty for a period of eight (8) hours or more, the pay shall then be based on the actual supervisory position's rate of pay. The City proposes to clarify that language to the effect that the compensation would be at a sergeant's rate of pay. The FOP has rejected that proposal and maintains that the current language is satisfactory. Although there were instances where a patrol officer would be assigned as an officer in charge, there was limited evidence indicating that this was fulfilling a lieutenant's position. Additionally, some confusion in interpretation might well arise by the term "higher supervisory duty." On balance, the Fact-Finder is of the view that the City's proposal is reasonable. Accordingly, the Fact-Finder recommends that, as to the patrol officer's contract only, the present Section 3 of Article X be deleted and the following inserted in its place:

"When a police officer is assigned to the officer in charge position of the shift, such police officer shall be compensated at the sergeant rate, provided such police officer performs such duty for an entire shift."

ARTICLE X - OVERTIME

Fair Labor Standards Act

The City has proposed a new section under Article X providing, in essence, that overtime shall be determined by utilizing the Section 207(k) exemption permitted under the Federal Fair Labor Standards Act (29 U.S. Code Section 207(k)).¹ In part, the City has urged this exemption on the basis that it was recommended as part of the Fact-Finder's report dealing with the firefighters (Case No. 96-MED-09-0777). The Union has argued that the present practice of handling overtime has been satisfactory and that, if the City considers that there has been too much overtime, then the solution would be to add additional personnel. The question of overtime, its use or abuses, is a difficult, lengthy and complex subject all by itself. The Fact-Finder appreciates the view expressed in the firefighters' report, however, the police officer scheduling is distinguishable from firefighters' scheduling and, on balance, is of the view that the Section 207(k) exemption should not be written into the police officer contract. Accordingly, the Fact-Finder recommends that the City's proposed Section 207(k) exemption not be included.

ARTICLE XI - WAGES

As is not uncommon, this subject matter drew the most attention and detailed information. For example, the FOP presented a statistical wage report approximately 1" thick

¹Section 207(a) of the Fair Labor Standards Act (29 U.S. Code Section 207(a) provides for time and a half compensation after 40 hours of work. Under a formula set forth in Section 207(k), firefighters and law enforcement employees are permitted a limited exemption from Section 207(a). Public employees are also permitted "compensatory time" under Section 207(o).

dated December 27, 1996, prepared by SERB. The percentage of increases do not reflect any consistent pattern and range all the way from zero to 10%. The FOP, in its presentation at the time of the fact-finding, had proposed a wage increase of 4-1/2% for each year 1997, 1998 and 1999. Additionally, as to the sergeant's and above, the Union had proposed a 12-1/2% rank differential between the rank of Patrolman Step 5 and sergeant, and a 12-1/2% rank differential between sergeant and lieutenant. However, in its post-hearing memorandum, the FOP modified its proposal to a 4% increase for each of the 3 years as to the police officers, and a 10-1/2% rank differential between the rank of Patrolman Step 5 and sergeant, and a 10-1/2% differential between the rank of sergeant and lieutenant.

The City has proposed something of a hybrid wage increase in that it was proposing a lump sum payment of \$2,000 in 1997, a lump sum payment of \$2,500 in 1998 and a 2% increase to the wage base in 1999. The City had contended, in its post-hearing memorandum, at page 3, that the "City Council [was] attempting to be fair to current City of Avon Lake employees . . . so that employees can receive new money, but no base increase."

The Fact-Finder recognizes both the pluses and the minuses arising out of the City's proposal. On the one hand, the offer of a lump sum payment does not impact on an employee's overtime compensation nor base wage. In no small measure, this would also impact on such factors as pension contributions. Clearly, the utilization of a lump sum payment does have certain inherent cost containment aspects. On the other hand, a lump sum payment is a fixed dollar amount which, by definition, may be more meaningful to one employee at one salary range to another at a different salary range. For example, a \$2,000 payment to a police officer making \$30,000 a year represents approximately a 7% increase. To a police officer making \$40,000, the \$2,000 payment represents a 5% increase, whereas, to a police officer

making \$50,000, the \$2,000 payment would be 4%. Arguably, then, a percentage increase deals somewhat more equitably with the employees as a whole in that each employee is getting the same proportionate percentage increase of compensation. Additionally, the Fact-Finder notes that in the firefighters fact-finding (Case No. 96-MED-09-0777) dated January 13, 1997, the Fact-Finder recommended the adoption of the City's proposal of a lump sum payment for first and second years of the contract with a percentage increase in the third year. This Fact-Finder was advised, however, that the Fact-Finder's Report in that case was rejected. Although this Fact-Finder recognizes that there are clearly distinctions between firefighters and police officers, it would probably be reasonable to assume that, if this Fact-Finder proposed adoption of the same proposal submitted to the firefighters and rejected, the police officers in this instance would similarly reject this Report. Equally so, the Fact-Finder is also cognizant that, if the City's proposal is not recommended in this Report, the City Council might well reject any proposal that is contained herein.

After having considered the parties' respective positions and their supporting data most thoroughly and exhaustively, the Fact-Finder has come to the conclusion that there is no clear reconciliation between the positions adopted by the FOP and by the City as the positions are philosophically inapposite. The Fact-Finder recommends that wages for the police officers be increased by 3.75% of the gross base rate of pay effective as of January 1, 1997 through December 31, 1997. The Fact-Finder recommends that effective January 1, 1998, a non-recurring, one-time lump sum payment of \$2,500 be paid to each bargaining unit member in an active pay status. The Fact-Finder also recommends that wages for the police officers be increased by 3-1/2% of the gross base rate of pay effective as of January 1, 1999 through December 31, 1999.

The Fact-Finder recommends that the same percentages be applied in determining the compensation of sergeants and lieutenants. The FOP had indicated that there is a "de facto" differential of 10.5% between the pay of a Patrolman Step 5 and a sergeant but that the "de facto" rank differential between sergeant and lieutenant is 7.18%. The FOP proposed that the same 10.5% rank differential should be applied between sergeants and lieutenants. Although there may be some logic and a certain element of consistency in maintaining the rank differential, however, the Fact-Finder is not convinced that the rank differential between the various ranks must automatically be the same. Additionally, the Fact-Finder is of the view that a certain degree of management prerogative in determining the differential pay between sergeants and lieutenants is not unreasonable. Accordingly, the Fact-Finder does not recommend that the rank differential between Patrolman Step 5 and sergeant be the same as between sergeant and lieutenant and that the present rank differential percentages may be maintained in its present form.

ARTICLE XIII - VACATIONS

Section 7:

The FOP has proposed a new Section 7 which, in essence, is seeking prior service credit where employment was with another government agency and that such prior service be used for purposes of calculating eligible vacation time. It was indicated during the fact-finding that the Union's proposal is consistent with what is apparently already being done by the City of Avon Lake as applicable to other City employees. The Fact-Finder is aware that some government agencies will only calculate service with that agency for purposes of vacation time. However, in perspective, the Union's proposal is not unreasonable and appears to be consistent

with what is being utilized as to non-bargaining employees of the City. Accordingly, the Fact-Finder recommends that a new Section 7 be added to provide as follows:

"Notwithstanding the provisions of this article, any police officer who has prior service with another government agency(ies) shall have his/her time from such other agency(ies) transferred and added for the purpose of vacation time calculation."

Similar language is recommended for inclusion in the sergeant and lieutenant's contract.

Section 8:

The FOP has also proposed a new Section 8 to provide that in the fifth, tenth, fifteenth and twentieth anniversary date of employment, full-time employees would be granted one additional day of paid vacation for each two full months of employment between their anniversary date and December 31 and that such additional date could not be carried over into the following year.

The Union's proposal was essentially based on the contention that the proposed Section 8 conforms with a new Section 260.02(h) of the Codified Ordinances of the City of Avon Lake which states:

"In the year of the fifth, tenth, and twentieth anniversary date of employment, and only in those years, full-time employees not covered by a collective bargaining agreement, shall be granted one additional day of paid vacation for each two full months of employment between their anniversary date and December 31. The employee shall be allowed use of this prorated additional paid vacation time only on or after his or her employment anniversary date. This prorata paid vacation shall be taken prior to December 31 and cannot be carried over into the next year."

In examining Codified Ordinance Section 260.02(h), in juxtaposition with proposed Section 8 of the Collective Bargaining Agreement, the two proposals appear to be

virtually identical. Thus, simplistically stated, what the City adopted in Section 260.02 as to non-collective bargaining employees should be made applicable to the police officers under their Collective Bargaining Agreement. At first blush, this argument appears to be both logical and consistent. However, during the course of the fact-finding hearing, it was indicated that there is something of an anomaly in the way in which police officers are allocated their vacation time, which anomaly arises because of their particular scheduling format which does not apply to non-police employees. During the fact-finding, it was indicated that if a police officer should take one week or more of vacation, then that police officer would get an additional sixth day of vacation, with pay, because of the scheduling protocol. However, if the police officer only takes two, three or four vacation days at one time, then there would be no additional vacation day. The Fact-Finder recognizes that there may or may not be a cost factor to the City, depending how the police officer takes his vacation, i.e., one week or more at a time or less than one week. However, on balance, the Fact-Finder is not convinced that police officers are being treated unfairly or discriminatorily in the manner in which their vacation time is computed as opposed to the format provided under City Ordinance 260.02(h). Accordingly, the Fact-Finder recommends that the FOP's proposed Section 8 not be included in the contract.

ARTICLE XV - CLOTHING ALLOWANCE

Section 1 of Article XV sets forth a list of clothing or equipment which the City provides to police officers. They range from such things as name tags and police badges to riot gas mask and bulletproof vest. Included in the present list is a provision that the City would provide a "Kel Light Flashlight and (C Cell) Batteries." The Union proposes to delete that clause and, in its place, to insert "miniature rechargeable flashlight kit." Additionally, the FOP

proposes to add "winter leather jacket" to the list of equipment to be provided by the City. Having heard the contentions of the parties during the course of the hearing, the Fact-Finder does not feel that the substitution of a miniature rechargeable flashlight kit is a substantial deviation in terms of additional costs or burdens from the present provision of the Kel Light Flashlight with C batteries. Indeed, the miniature rechargeable flashlight kit appears to maintain the same brightness and intensity as the regular C-cell battery flashlights and, certainly, it is lighter in weight. The cost between the two types does not appear to be significant. Accordingly, the Fact-Finder recommends that included among the equipment to be provided should be "(1) miniature rechargeable flashlight kit" to be substituted in place of the present provision of "(1) Kel Light Flashlight and (C Cell) Batteries."

Winter leather jackets are not presently required, although there was discussion that this was an item of clothing that the Chief of Police might desire to have all police officers wear. The cost of purchasing a winter leather jacket is not insignificant. At the present time, the Fact-Finder recommends that the Union's proposal of a winter leather jacket as part of the regular equipment to be provided by the City not be included in the contract. However, in the event, during the course of this contract, that the Chief of Police or the City requires police officers to wear winter leather jackets, then, the winter leather jacket should be included in the list set forth in Article XV, Section 1.

Section 3 of Article XV presently provides that each employee receive a clothing allowance of \$700 a year for the purchase and maintenance of uniform and related clothing, said amount being paid in two installments of \$350 each during each year of the contract. The FOP proposed to amend that section by increasing the clothing allowance to \$800 for 1997, \$900 for 1998, and \$1000 in 1999. The Union's basic contention is that the cost of uniforms and supplies

have increased, as well as the cost of maintaining the uniform. It was also indicated that the clothing allowance is treated as a "nonaccountable" item, thus, requiring that taxes be deducted from the semi-annual checks. Thus, the actual payment to the employee results in a loss of anywhere from 15% to 30%, depending on the individual's tax bracket. If a straight reimbursement system was utilized, the employees would not have the tax burden, however, such a format would result in substantial additional administrative work and bookkeeping by the City. The Fact-Finder was provided with various data reflecting clothing allowances from different municipalities, and there is no consistency. Whether it is classified as a clothing allowance or not, the bottom line is that whatever is granted represents a dollar outlay by the City. However, the Fact-Finder also notes that the \$700 clothing allowance has been in effect since the commencement of the present contract in January 1994. The Fact-Finder is of the view that some adjustment in the clothing allowance is reasonable. Accordingly, the Fact-Finder recommends that Section 3 of Article XV be amended to read as follows:

"Each employee shall receive a clothing allowance of \$750 annually for the purchase and maintenance of regulation uniform and clothing as proscribed by the Chief of Police, to be paid in two installments of \$375 each on the scheduled pay day immediately preceding April 1 and October 1 of 1997 and 1998, and a clothing allowance of \$800 for 1999, to be paid in two installments of \$400 each on the scheduled pay date immediately preceding April 1 and October 1, 1999."

ARTICLE XVI - HEALTH INSURANCE

Without going into detail pertaining to the discussions which arose during the fact-finding hearing pertaining to this Article, suffice to indicate that a consensus was arrived at which, in essence, contains the following provisions:

1. All members of the bargaining unit agree to enroll in a HMO/PPO organization as shall be established by the City.
2. For the year 1997, the City will pay 100% of all monthly insurance premiums up to \$500 for family coverage. Any additional premiums required to be paid by the City to continue coverages will be split on a 50/50 basis between the City and the employee with an employee cap of \$50 per month.
3. For the year 1998, the City will pay 100% of all monthly insurance premiums up to \$525 for family coverage. Any additional premiums required to be paid by the City to continue coverages will be split on a 50/50 basis between the City and the employee with an employee cap of \$50 per month.
4. For the year 1999, the City will pay 100% of all monthly insurance premiums up to \$550 for family coverage. Any additional premiums required to be paid by the City to continue coverages will be split on a 50/50 basis between the City and the employee with an employee cap of \$50 per month.

ARTICLE XXXVIII - SERVICE WEAPONS

Article XXXVIII presently provides that, upon an employee's retirement, that employee may purchase his or her service weapon from the City at a cost of \$25 provided the employee has 20 or more years of service with the City. There was general discussion regarding the essence of this provision and concern as to a police officer's right to purchase a service weapon if the retirement is brought about because of a mental condition or mental disability. The Fact-Finder is of the view that the City's concerns are reasonable and recommends that Section 1 of Article XXXVIII be amended to read as follows:

"Upon retirement, any employee may purchase his/her service weapon from the City for a cost of \$25, provided the employee retires on a full 'service' pension or through a disability pension governed by the rules of the Police and Firemen's Disability and

Pension Fund (PFDPF). However, the employee is not eligible to purchase said weapon if the retirement is based on a mental condition or a mental disability."

ARTICLE XLI (NEW) - FIELD TRAINING OFFICERS

The FOP has proposed a new Article XLI, proposing, in essence, that while a police officer is functioning as a "field training officer," such person be compensated at the same rate of compensation as paid to a sergeant. In support of that proposition, the FOP argues that a field training officer is assigned to such duty by the Chief of Police and, therefore, is deemed an involuntary assignment rather than voluntary. Additionally, it was contended that, prior to being assigned to that position, the individuals must first attend special training schools in order to obtain appropriate certification to function as a field training officer. It was further indicated that there are presently 3 field training officers in the Police Department and that a new hiree, after completion of police training academy, is then assigned to a field training officer for approximately 12 to 14 weeks. The City contends that this proposition is yet another cost item for the City and should not be imposed. The City also contends that the training duties which might be assigned to a few selected police officers are included within the general scope of their responsibilities and duties as police officers.

The Fact-Finder is not unmindful of the City's position and recognizes that it would be extremely difficult for a fact-finder, within the scope of a collective bargaining agreement, to delineate the myriad duties and responsibilities of a police officer. Those matters are best left to the management prerogatives of the executive and legislative bodies of the City. However, in this instance, when a police officer is assigned as a field training officer, he is not only responsible for his own actions but is equally responsible for the actions or inactions of the

police officer he is training. In the Fact-Finder's view, the scope of a field training officer's work transcends customary duty assignments. The Fact-Finder recognizes that, in a particular instance, a uniform officer might be assigned or detailed for non-uniform undercover investigative work and yet not receive any type of special compensation. However, in such a situation, the police officer is accountable for only his own actions. With a training officer, the Fact-Finder perceives that such an individual is actually wearing two hats at the same time. First, he is functioning as a regular police officer but, at the same time, he is functioning both as a teacher and as a supervisor of the new recruit. The Fact-Finder surmises, for example, that if the new recruit performs in a commendable fashion, same would reflect positively on the field training officer and on his further assignment in that capacity. On the other hand, if a recruit's performance is continually unsatisfactory, same might arguably reflect not only the performance of the recruit but the training ability of the police officer who is serving as the field training officer. Clearly, the scope of responsibilities of a field training officer are greater than those normally attributable to the general duties of a police officer.

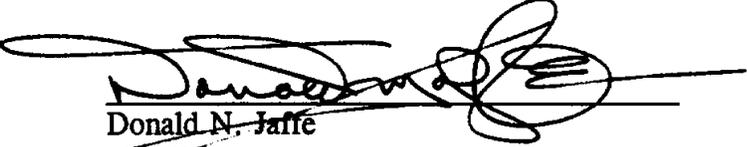
Additionally, it is noted that the Fire Department does provide for a training officer who holds the rank of lieutenant, which is equivalent to a sergeant in the Police Department. Further, the Fact-Finder has taken into the consideration the job specifications of a sergeant as set forth in the City's Ordinance No. 47-87. In part, the Ordinance provides that some of the duties of a sergeant include recommending disciplinary action, conducting employee job evaluations of police officers and to assist with the Police Department's personnel training program. The Fact-Finder appreciates that the sergeant's position is much broader and more extensive than that which might be attributable to a field training officer, however, in a significant sense, the field training officer is involved with not only the training of the recruit

but in evaluating the performance of that individual during the 12 to 14 week training period. Equally so, the Fact-Finder is of the view that the field training officer's activities are an integral part of the Police Department's personnel training program.

The Fact-Finder is further of the view that the additional compensation to be paid to the field training officers who are few in number would not create a financial hardship on the City. Accordingly, the Fact-Finder recommends that a new Article XLI be added to provide as follows:

"Officers assigned as field training officers (FTO) shall receive compensation at the lowest rate applicable to the rank of sergeant which compensation shall be paid during the period of time that a field training officer is serving in such capacity."

Respectfully submitted,


Donald N. Jaffe
Fact-Finder