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IN THE MATTER OF FACT-FINDING

BETWEEN

CITY OF NEWARK

AND

FRATERNAL ORDER OF POLICE/OLC, INC.

Before: Robert G. Stein

SERB CASE NO.: ~~97-MED-10-1016~~
~~97-MED-10-1017~~
97-MED-10-1213

PRINCIPAL ADVOCATE FOR THE UNION:

Melvin C. Walcott, Staff Representative
FRATERNAL ORDER OF POLICE/OLC, INC.
5909 Ebright Road
Groveport, Ohio 43125

and

PRINCIPAL ADVOCATE FOR THE TOWNSHIP:

Tom Rollins
Human Resource Director
CITY OF NEWARK
40 West Main Street
Newark, Ohio 43055

INTRODUCTION

The bargaining unit is a deemed certified unit of Police Officers, Sergeants, and Police Captains in the Newark Police Department.

There are approximately fifty-seven (57) Police Officers, nine (9) Sergeants, and four (4) Captains in this unit. This bargaining unit was certified on July 27, 1988.

The employees in the unit carry-out the duties of Police Officer assigned to the patrol, investigative and specialized units. The Police Officers at times may act in a supervisory capacity. The Police Sergeants work as first line and middle management supervisors within the various areas of the department. The Police Captains oversee the different bureaus that make up the Newark Police Department and report to the Chief of Police.

The parties met to negotiate on:	December 4, 1997
	December 11, 1997
	December 18, 1997
	January 6, 1998
	January 13, 1998
	January 22, 1998
	January 26, 1998
	January 29, 1998
	February 2, 1998
	February 18, 1998 (Mediation)
	March 16, 1998 (Mediation)

The City of Newark is located in East Central, Ohio and has

a population of 47,000 citizens. The three (3) largest employers are Owens-Corning Fiberglass (private), Licking Memorial Hospital (public), and State Farm Insurance Company (private).

Newark has 399 employees distributed as follows:

- 156 Non-Uniformed (AFSCME Local 2963 Members)
- 70 Firefighter/Medic (I.A.F.F. Local 109)
- 70 Police Officers (F.O.P. Lodge #127)
- 51 Hourly Non-Union
- 52 Managers and Supervisors

AFSCME's membership settled thirty (30) days early with the City and was given three (3) year annual raises of 4%, 3%, and 3.5% respectively, plus other improvements.

Firefighters of Local 109 also settled a three (3) year agreement with annual raises of 4%, 3%, and 3.5% respectively, plus additional improvements.

The City granted the non-union hourly employees with the same improvements given to AFSCME and I.A.F.F. and finally, Managers and Supervisors were given a one (1) year 4% increase with the same additional improvements as the other three groups.

On April 3, 1998, a fact-finding hearing was held and the parties presented the Fact-finder with eleven (11) unresolved union issues and one (1) unresolved employer issue. Both parties presented extensive testimony and documentation in support of their positions.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 WAGE TABLE ARTICLE 24

Union's Position

A. Police Officers: 5% increase across the board each year of the agreement.

- B. Sergeant:
1. Increase the rank differential from 7% at Step 1 to 9% and the top step to be raised to 15% from 12%.
 2. A newly promoted Sergeant shall receive the pay at Step 1 for six (6) months and then go to Step 2.

C. Captains: Increase the rank differential from 13.5% to 20%.

See Appendix 1 and 2.

Rationale

Police Officer

This raise would still place Newark police officers below the average top wage.

Sergeant

1. There is no rank of Lieutenants in the Police Department so the Sergeants do a lot of functions normally carried out by the Lieutenant rank.

2. The probationary period language was inserted in the last contract and there has never been any further discussion regarding what it takes to successfully fulfill the probationary period. If the probationary Sergeant can simply be taken out of the Sergeant's position at the Chief or appointing authorities

whim, then the FOP/OLC views this as a demotion (discipline) without just cause. The FOP/OLC feels that if the Employer has not used this language in three (3) years and has not taken steps to explain what it takes to fulfill a probationary period, then it is unnecessary language.

Captains

This rank differential would allow for the possible Lieutenant's rank at a later date. The history of the Captain's position needs explanation. During the 1988 negotiations the Captain's rank was removed from the bargaining unit without SERB approval and the title was changed to Deputy Chief, and those occupying the positions were put under a City Ordinance for wages and benefits. In 1994 the four (4) persons occupying the position of Deputy Chief filed with SERB to have the FOP/OLC be their agent for collective bargaining. The FOP/OLC was doing the labor work for Lodge 127 by service agreement at that time and had no part of the 1988 event. The Deputy Chiefs' (Captains) issue worked through SERB and through mediation. On November 16, 1996 the Deputy Chief's title was changed to Police Captain. The Deputy Chiefs had enjoyed a 24% rank differential. When the title was changed, they were reduced to 13.5% rank differential but are performing the same task. This mediation brought about this unit being deemed certified as it was in the 1982 contract and enabled

us to begin negotiations for the 1998 contract. See Appendix 3, 4, and 5 for FOP comparables from SERB.

City's Position

The City proposes the same increase negotiated with other bargaining units: 4%, 3% and 3.5% respectively. The City proposes that all differentials between ranks remain the same.

Rationale

The City argues that internal comparability is extremely important. The City believes it has provided a fair wage increase that keeps the bargaining unit on par with other cities in its geographic proximity: Zainesville, Lancaster, Heath, Mount Vernon and Marion.

The City contends the police wages have remained competitive with these cities, even though the City of Newark has a lower (1.25%) income tax rate. The City has not had an income tax increase since April of 1975.

The City also argues that its wage offer of 4%, 3% and 3.5% is fair in light of inflation and the going wage increases being paid in other public jurisdictions in Ohio.

Discussion

A. Police Officers

The City makes a persuasive argument regarding the issue of internal equity when it comes to general wage increases. The 4%, 3% and 3.5% increases it is offering are comparable with the

"going rate" of increases in the State of Ohio. These wage increases are also well above last year's 1.7% rate of inflation.

It is also clear that the City has done a remarkable job of providing increases on an income tax base upon which most cities in Ohio could not exist.

I find no compelling reason to move from the position of the City in regard to its general wage offer.

B. Sergeants

C. Captains

The FOP's data and arguments with respect to wage differentials for these classifications provided a solid basis for its position. With no Lieutenant rank in existence the responsibilities placed upon Sergeants should be recognized and compensated on a comparable basis with other cities (see Appendix 4). However, I do not find the FOP's arguments regarding the elimination of probationary period for Sergeants to be persuasive. Sergeants hold important positions in the Department, especially in light of the absence of the rank of Lieutenant. This argument was used by the FOP as a rationale for a larger wage differential, an argument that is meaningful. However, it is equally important for the City to maintain its ability to assess newly promoted employees in this important leadership position.

Likewise, the classification of Captain is below other

cities in terms of wage differential (see Appendix 5). The City saw fit to establish a 24% differential when the employees who are now Captains were re-classified to the non-bargaining position of Deputy Chief.

There was no supporting evidence to counter the FOP's claim that these employees (Captains) have the same duties now that they had when they were Deputy Chiefs. I can partially accept the City's argument that the 24% wage differential was in part to make up for some lost bargaining unit benefits. However, this explanation does not account for the wide difference between a 24% wage differential as Deputy Chief and a City proposed rate of 13.5% as a Captain (with virtually identical duties).

Recommendation

A. Police Officers

The City's position on wages is recommended.

B. Sergeants

1. The FOP's position is recommended except it shall be implemented as follows:

1st Years of the Agreement

Step 1	8%	01/01/98
Step 1	9%	01/01/98
Top Step	13%	01/01/98
	14%	01/01/99
	15%	01/01/00

2. Maintain current language on probationary period.

C. Captains

The FOP's position of a 20% wage differential is recommended to be implemented as follows:

16%	01/01/98
18%	01/01/99
20%	01/01/00

ISSUE 2 LONGEVITY ARTICLE 27

Union's Position

The FOP is requesting a raise in longevity effective January 1, 1998 by twenty-five cents (25¢) per hour in the current scale.

Rationale

The FOP argues that the bargaining unit is behind the average amount of longevity paid to other comparable bargaining unit employees. The FOP argues that Newark pays below average at the 5, 10 and 15 year incremental levels.

City's Position

Maintain current language.

Rationale

The City wishes to remain consistent with the way it treats all its bargaining units. It did not negotiate an increase in the amount of longevity for its other bargaining units.

Discussion

The FOP made an effective argument regarding longevity averages. However, longevity does not lend itself to external comparability as wages do. Longevity is highly dependent upon other wage related benefits and lends itself better to internal comparability. Other bargaining unit employees in the City have a longevity benefit in relationship to the same benefit levels as does the FOP unit. Internal comparability is more persuasive in this matter.

Recommendation

Maintain current language.

ISSUE 3 UNIFORM ALLOWANCE ARTICLE 28

Union's Position

A. Increase the uniform allowance from \$960.00 per year to \$1,200.00 per year.

New Section 28.8. Replace uniform damaged in the line of duty up to a maximum of \$200.00 per year.

Rationale

Members of the bargaining unit have increasing costs for uniforms and equipment. Damage can easily occur when a Police Officer has an altercation with a member of the public.

City's Position

Maintain current language.

Rationale

The City agrees that it takes pride in the appearance of its officers. However, it feels it provides a sufficient allowance for uniforms.

Discussion

Uniforms and other police related equipment costs are subject to external comparables because police across like jurisdictions require similar equipment. The FOP's argument and data support an increase in the uniform allowance that keeps pace with the cost of inflation. However, the comparable data does not support a new replacement benefit at this time.

Recommendation

1. Add \$30.00 (or approximately 3%) to the uniform allowance as follows:

01/01/98	\$ 990.00
01/01/99	1020.00
01/01/00	1050.00

2. No new Section 28.8

ISSUE 4 VACATION

Union's Position

1. The FOP proposes to increase the vacation schedule.
(see Appendix 6)

2. Delete language on 35.4 that requires an employee to given ten (10) days notice of separation or they would not be paid their accrued vacation.

Rationale

See Appendix 6.

City's Position

Maintain current language.

Rationale

The City argues no other city employees received improved vacation benefits.

Discussion

Internal comparables support the City's position to maintain the current vacation schedule. However, the City does not oppose the FOP's proposal to delete the last sentence of Section 35.4.

Recommendation

1. Maintain the current vacation schedule.
2. Delete the last sentence of Section 35.4 as proposed by the FOP.

Union's Position

Increase the present life insurance from \$15,000 to \$25,000.
Maintain current premium share regarding medical insurance.

Rationale

Of the eight (8) cities used for comparison, five (5) Employers provided Medical Insurance with the Employer paying 100% of premium. Two (2) did not provide sufficient data. One (1) had employee contribution. Life Insurance as a part of the benefit package ranged from \$15,000 to \$75,000. The FOP/OLC request does not seem out of line when compared to like population cities.

City's Position

The City does not oppose an increase in life insurance and is willing to maintain the current premium percentages.

Recommendation

Increase life insurance to \$25,000 effective 01/01/98.
Maintain the current premium percentages.

Union's Position

38.1 Maintain current language.

38.12, 38.13, 38.15 See Appendix 7

Rationale

See Appendix 7

City's Position

38.1 Reduce rate of accumulation to 3.1 hours.

38.12, 38.13 and 38.15 Maintain current language.

Rationale

The City argues no changes are necessary in current language, except for a desire to change the rate of accumulation.

Discussion

The data presented by both parties was of insufficient weight to cause a change in current language.

Recommendation

Maintain current language.

Union's Position

See Appendix 8

Rationale

See Appendix 8

City's Position

Eliminate term "significant other" from the Agreement.

Rationale

The City argues this phrase was placed in the Agreement during the last negotiations. This language is no longer necessary and the other bargaining units have agreed to remove it. The City also argued there is a cost involved in replacing employees on leave.

Discussion

The City made a persuasive argument for eliminating language that it authored three (3) years earlier. However, the FOP argued an equally significant point regarding the fact that current members of the bargaining unit would benefit from "significant other" language remaining in the Agreement. The fact that the other bargaining units agreed to the elimination of the phrase "significant other" carries weight in this matter.

Recommendation

Delete the language "significant other" from the language of Article 41. However, any employees who are in the bargaining

unit as of the date of this Fact-finding report shall be grandfathered under the old language until they terminate their employment with the City.

ISSUE 8 BEREAVEMENT/RELIGIOUS LEAVE ARTICLE 42

Union's Position

The FOP wants the Employer to increase the amount of allowable leave to three (3) days of paid leave for attending the funeral of brothers, sisters, half-brothers, and sisters.

Rationale

The FOP agrees brothers, sisters, half-brothers, and sisters belong in the same leave category as parents and other close relatives.

City's Position

The City is willing to consider movement on this issue and indicate so in its package bargaining offer. (City Exhibit 4).

Discussion

The parties essentially have agreed to improve this benefit consistent with improvements negotiated with other bargaining units.

Recommendation

Implement the change from two (2) days to three (3) days for

brothers, sisters, half-brothers, and half-sisters as proposed by the FOP.

ISSUE 9 MISCELLANEOUS ARTICLE 43

Union's Position

See Appendix 9 and 10.

Rationale

See Appendix 9 and 10.

City's Position

The City argues that the 50¢ per hour training rate was offered to the FOP during negotiations. The City is not interested in the FOP proposed option of providing more vacation time, because it creates additional overtime costs. The City points out that none of the cities it uses as comparables provide compensation to field trainers.

The City argues that information received at the fact-finding hearing reveals there are some misunderstandings regarding a police officer's parking privileges while on official business. This confusion has generated misunderstandings. The City further argues that presently Captains have their cars, and there are no plans to change this practice.

Discussion

There's a lack of comparable data to accurately evaluate the

City's proposal. However a 50¢ per hour differential appears to be reasonable in light of the fact that the City made a convincing case regarding the substantial amount of vacation time already available to members of the bargaining unit. These trainers must go through a selection process and provide a very important service to inexperienced officers and to the public these officers serve. A wage premium for this work is warranted.

The parties appear to be closer on the issue of vehicles and parking than each was lead to believe prior to the fact-finding hearing. What is being proposed by the FOP appears to reflect current practice and the mutual intent of the parties.

Recommendation

43.5 A 50¢ per hour differential for all training time as proposed by the City.

43.6 Vehicles As proposed by the FOP in Appendix 10.

ISSUE 10

TUITION REIMBURSEMENT

ARTICLE 44

Union's Position

See Appendix 11.

Rationale

See Appendix 11.

City's Position

No new language.

Rationale

The City supports the concept of tuition reimbursement. It encourages members of the bargaining unit to continue their education particularly in job-related course work. The City's objection is related to the \$2,000.00 potential per employee cost.

Discussion

Any program of this nature represents a financial investment that needs to be approached conservatively. However, we live in a time when continuing education is essential to every employer and employee. A police officer's job is far more complex than it used to be, and more sophistication will be required of this important job in the future. Although no organized employee group currently has this benefit, the public nature of police work is fertile ground to begin this journey. The City of Newark and the bargain unit prides itself in having a professional appearing police force. Having a program to develop a well-educated police force will help to maintain Newark's high standing among comparable cities. A program of this nature should include an initial financial outlay by employees in order to ensure commitment.

Recommendation

The following new Article is recommended:

ARTICLE 44

TUITION REIMBURSEMENT

Section 44.1. Reimbursement Program. All full-time employees with one or more years of continuous active service shall be eligible for consideration of a reimbursement of no more than \$500 (01/01/98), \$600 (01/01/99), \$700 (01/01/00) per year for instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police or his designee.

All courses are subject to the approval of the Chief of Police. There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. Any situation which, in the discretion of the Chief of Police, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.

B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.

C. Employees seeking authorization of a tuition reimbursement must first submit to the department head for review, prior to September 30 of the year when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times.

Courses must be taken at accredited colleges, universities, technical and business institutes or at their established

extension centers, and these must first be approved by the City. Seminars, conferences and workshops are not included.

D. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course.

E. Reimbursement will not be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.

F. Department equipment will be made available for departmentally sponsored classes or tuition-reimbursement approved classes, with the approval of the Chief of Police.

G. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability) or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

ISSUE 11

DEFINITIONS

ADDENDUM A

Union and City's Position

See Appendix 12 and 13.

There was agreement by the parties during the fact-finding hearing that this Addendum was an appropriate update to the Collective Bargaining Agreement.

Recommendation

Appendix 13 should be included in the Collective Bargaining Agreement.

ISSUE 12 SEXUAL HARASSMENT

City's Position

The City proposes that the FOP and City mutually agree to a written commitment regarding sexual harassment (see Appendix 14).

Rationale

The City has faced and is currently dealing with issues of sexual harassment. The other bargaining units have agreed with the statement contained in Appendix 14.

Union's Position

The FOP argues it has already committed itself to a position against sexual harassment and discrimination in Articles 9 and 10 of the Collective Bargaining Agreement.

Discussion

Articles 9 and 10 of the Collective Bargaining Agreement make it very clear that the FOP and the City have agreed to several prohibited practices. Article 9D and Article 10E unequivocally oppose discrimination based upon sex and other factors. These strong statements appear to directly address the concerns being voiced by the City.

Recommendation

No new language.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 28th day of April, 1998 in Summit County, Ohio.

A handwritten signature in black ink, appearing to read 'Robert G. Stein', written over a horizontal line.

Robert G. Stein, Fact-finder

APPENDIX 1**ARTICLE 24
WAGE TABLE**

A.	<u>Police Wages</u>	<u>01/01/98</u>	<u>Hourly</u>
	NON-CERTIFIED	\$ 23,127.30	11.12
	0-11 months	25,343.82	12.18
	12-23 months	29,370.60	14.12
	24-35 months	34,662.60	16.66
	36 plus months	36,225.00	17.42
A.	<u>Police Wages</u>	<u>01/01/99</u>	<u>Hourly</u>
	NON-CERTIFIED	\$ 24,294.40	11.68
	0-11 months	26,603.20	12.79
	12-23 months	30,846.40	14.83
	24-35 months	36,379.20	17.49
	36 plus months	38,043.20	18.29
		<u>01/01/2000</u>	<u>Hourly</u>
	NON-CERTIFIED	\$ 25,500.80	12.26
	0-11 months	27,934.40	13.43
	12-23 months	32,385.60	15.57
	24-35 months	38,188.80	18.36
	36 plus months	39,936.00	19.20

All months listed above are inclusive.

APPENDIX 2

B. Sergeant Wages

1. Sergeants shall serve at Step 1 for six (6) months.
2. Step 1 Sergeant Rank Differential shall be based on the top step of patrol wages according to the following scale:

<u>Effective Date</u>	<u>Step 1 Rank Differential</u>
01/01/98	9%

3. Step 2 Sergeant Rank Differential shall be based on the top step patrol wages according to the following schedule:

<u>Effective Date</u>	<u>Step 2 Rank Differential</u>
01/01/98	15%

C. Captain Wages

Captain rank differential shall be based on the top step Sergeant wage scale:

<u>Effective Date</u>	<u>Captain's Rank Differential</u>
01/01/98	20%

- D. The parties agree to place specific, currently employed, individuals who would be harmed by the creation of new steps, into the appropriate step to guarantee a raise.

APPENDIX 3

SERB BENCHMARKS MARCH 17, 1998

Cities of 40,000 to 55,000 population. Rounded up or down from 500. Wages less cents.

POLICE OFFICER

<u>City</u>	<u>Pop.</u>	<u>Expire</u>	<u>Effective</u>	<u>Start</u>	<u>Top</u>	<u>Steps</u>
Cleve. Hts.	54000	2000	04/01/97	36408	41418	3
Cuy. Falls	49000	1999	07/01/97	27268	41038	9
Euclid	55000	1998	01/01/98	33025	39948	4
Lima	46000	1999	01/01/98	27809	34881	9
Mansfield	51000	1997	09/01/96	18760	33589	8
Mentor	47000	1999	03/30/98	37544	47398	6
Middletown	46000	2000	11/01/97	32261	40588	6
Warren	51000	1997	01/01/96	22505	32156	4
				235580	311016	49

$235580 / 8 = 29447.50$ Avg. Start $311016 / 8 = 38877.00$ Avg. Top $49 / 8 = 6$ Steps Avg.

Newark	44000	1997	01/01/97	22026	34500	4
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The starting wage in Newark is about 33% below the average starting.
 The top wage in Newark is about 12% below the average top.

APPENDIX 4

**SERB BENCHMARKS MARCH 17, 1998
POLICE SERGEANTS**

CITY	POP.	EXPIRE	EFFECTIVE	START	TOP	STEPS	RANK DIFF.
Cleve. Hts.	54000	2000	04/01/97	47254	47254	1	14%
Cuy. Falls	49000	1999	07/01/97	39332	47756	12	16%
Euclid	55000	1998	01/01/98	44741	44741	1	12%
Lima	46000	1999	01/01/98	37377	40414	6	16%
Mansfield	51000	2000	09/02/97	42119	42119	1	24%
Mentor	47000	1999	03/03/98	49764	52026	2	10%
Middletown	46000	2000	11/01/97	36805	48498	7	19%
Warren	51000	1999	01/01/97	37793	37793	1	17%
				<u>335177</u>	<u>360601</u>	<u>31</u>	<u>128</u>

$335177 / 8 = 41897$ Avg. Start $360601 / 8 = 45075$ Avg. Top $31 / 8 = 4$ $128 / 8 = 16\%$

Newark 44000 1997 01/01/97 36915 38640 2 12%

The first step sergeant wage is about 13% below the average first step.

The top step sergeant wage is about 16% below the average top step.

Rank differential is 4% below the average for sergeants. The rank differential is figured between top pay officer and top pay sergeant.

APPENDIX 5

SERB BENCHMARKS MARCH 17, 1998
POLICE CAPTAINS

CITY	POP.	EXPIRE	EFFECTIVE	START	TOP	STEPS	RANK DIFF.
Cleve. Hts.	54000	2000	04/01/97	57138	57138	1	21%
Euclid	55000	1998	01/01/98	56124	56124	1	25%
Mansfield	51000	2000	09/02/97	50964	50964	1	21%
Warren	51000	1999	01/01/97	47840	47840	1	26%
				<u>212066</u>	<u>212066</u>	<u>4</u>	<u>93%</u>

$212066 / 4 = 53016.50$ Avg. Start and Top wage $4 / 4 = 1$ Avg. Steps $93 / 4 = 23\%$ Avg. Rank

Newark 44000 1997 11/16/97 43856 43856 13.5%

Newark Police Captains are about 20% below the average.

The Newark Police Captains are about 10% below the average rank differential. The rank differential is between sergeants and captains.

ARTICLE 35 VACATIONS

<u>Current Scale</u>		<u>Proposed FOP/OLC Scale</u>	
Years	Accrue bi-weekly	Years	Accrue bi-weekly
1 to 7	3.1 hours	0 through 6	3.1 hours
8 to 15	4.6	7 through 12	4.6
16 to 20	6.2	13 through 18	6.2
21 or more	7.7	19 or more years	7.7

The FOP/OLC is recommending that the Employer cut one (1) year from step one, three (3) years from step two, two (2) years from step three and two (2) years from the last step. Of all eight (8) cities used for comparison Newark had the least employee oriented vacation schedule. Four (4) of the eight (8) cities had improvement better than 3.1 hours accrual before four (4) years. None of the cities required their employees to go to 21 or more years before accruing 7.7 hours. Four of the eight cities were allowing accruals of 9.2 hours or more for their 20 or more year employees.

APPENDIX 7

ARTICLE 38 SICK LEAVE

Section 38.1 is in dispute the FOP/OLC wants to maintain the current accrual of 4.6 hours of sick leave for each eighty (80) hours of service in active pay status. The Employer wants to reduce this to 3.1 hours of accrual and they really have not presented a reason for the reduction. The FOP/OLC sees no reason for the reduction. All of the cities used for comparison grant 4.6 hours for sick leave accrual.

Section 38.12 is in dispute. Sub-section (A) the FOP/OLC wants to maintain the current \$7000 cap on sick leave accumulation buy-out. Sub-section (B) covers officers who retire or are disabled allowing them a higher buy-out of sick hours. The FOP/OLC desires to raise the current maximum payment from \$11000 by \$1000 a year. That would be \$12000 (1998), \$13000 (1999) and \$14000 (2000). The FOP/OLC sees this buy-out of sick time accrual as a reward to long term employees who have faithfully come to work and have not used sick time.

Section 38.13 has had language added that was agreed to mid-term to accommodate conversion of sick leave when on the four (4) ten-hour day schedule. The Employer never objected to this language during negotiations.

Section 38.15 currently allows for an employee to take two (2) days per year as stress days and the days come from their sick bank and also count against their ability to do sick leave conversion in 38.13. The FOP/OLC request that the stress days not be counted against sick time. With the less than adequate vacation schedule furnished by the Employer the employees need the use of stress days. A stress day does not mean a person is physically sick just that the employee realizes they are less than 100% that day.

The FOP/OLC request that their article on sick leave be part of your award.

ARTICLE 41 FAMILY AND MEDICAL LEAVE

There are two (2) words in dispute in item 3 of this article. "Significant other" was placed in the contract at the last negotiations at the request of the Employer. The current negotiator for the city wishes to have the words removed. There have been no examples that this section has ever been used during the last three (3) years, let alone abused. There was a concern that the words did not have a definition and the Employer was worried that Newark Police Officers may lead less than pristine lives in the eyes of the Employer. The bargaining team members advise me that they are aware of at least four (4) employees that are living with someone of the opposite sex and two (2) are buying houses with them. The FOP/OLC has suggested language that would identify "significant other" but the Employer has rejected this definition.

ARTICLE 43 MISCELLANEOUS

Section 43.5 a new section proposed by the FOP/OLC is to compensate members who serve as Field Training Officers (FTO) for newly hired officers. The request is for ten (10) hours of vacation credit for each 160 hour training period. The FTO is a trainer, supervisor, must prepare documentation and could be named in a civil negligent training law suit. The Employer has offered fifty cents (50¢) per hour for FTO training. The FOP/OLC has contracts written both for vacation and monetary compensation. This particular unit wants the vacation credit. If you award monetary compensation then the standard is normally one-half hour of overtime for each day as an FTO.

Section 43.6 is in dispute. The FOP/OLC is putting into contract language that those positions that have take home vehicles maintain them and those that may get an assignment that had a take home vehicle receive the same benefit. The rationale for this language is that the FOP/OLC is worried that the Employer may try to take vehicles from the captains positions since they are back in the bargaining unit. The advent of community policing in this community has led to the Chief assigning those officers take home cars. The Employer has been up front with the FOP/OLC in that they have said that there is a lack of parking in the downtown area so if vehicles are taken home it is also a benefit to the city. If the city builds sub-stations or a city garage then we do not want our members to lose their take home car privileges. The lack of parking in the downtown area leads to the next part of section 43.6. The employees that have court or business in headquarters during daylight hours are subject to having their private vehicles ticketed. Their peers with city vehicles will not be ticketed or have parking furnished. There is a system that allows for dismissal for parking tickets if on official business. Some of the supervisors will not adhere to the police and refuse to void parking cites. The FOP/OLC regrets that this must be put into contract language but it is the only way to ensure all members are treated fairly. The third part of section 43.6 is to have an in-depth study by the Employee Relations Committee of the take home car concept for all officers. This is a viable program in some cities and if the City of Newark has such a severe parking problem it may ease that problem. The city has felt it was a benefit to have the community policing officers take their cars home it would seem that if all officers had take home cars it would be an extension of the community policing concept.

Section 43.5 Field Training Officer.

Any police officer who is a field training officer will receive ten (10) hours of additional vacation time for each 160 hour training period.

Section 43.6 Vehicles.

Those positions that currently have city vehicles furnished will maintain them as will their successors to their assignment. Employees coming to court on official business or police headquarters on official business in their private vehicle will have parking tickets placed on the dismissal docket through the chain of command. The Employer agrees to have an in-depth study completed by the Employee Relations Committee about the feasibility of all officers having take home vehicles.

ARTICLE 44 TUITION REIMBURSEMENT

This is a new article proposed by the FOP/OLC. We had originally proposed full tuition reimbursement and the Employer was worried about the worst case scenario of cost if all the bargaining unit took advantage of the program. The FOP/OLC new proposal has a cap of no more than \$2,000.00 per year per employee. The Employers only other argument was that no other union group has this so the police cannot have it and the non-union employees and executives do not get it so your group certainly cannot expect us to give it to you.

The FOP/OLC argues that having officers enrolled in college exposes the public to officer in the non-enforcement setting. This is one of the arguments for community policing. Studies have shown that college trained officers have less uses of force when effecting arrests.

Of the eight (8) cities used for comparison six (6) have a tuition reimbursement program. This indicates it is more common benefit in police contracts than AFSCME or other unions.

ADDENDUM A DEFINITIONS

The FOP/OLC is recommending that certain definitions be revised and some eliminated. We have not discussed this at the table as we thought we could work this out between the parties but it is now in the fact-finding.

- B. SERB recognizes who is in the bargaining unit not an Employer.
- F. Less works to say the same thing. Probationary employee is now identified in Article 12.
- H. Grievance is defined in the grievance article.
- K. Military leaves are defined in the military leave article.
- O. Strike is defined in the No Strike/No Lockout article.

ADDENDUM A

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- A. "Bargaining Agent" means that group of employees or the organization which has been recognized as the official representative for the employees in the bargaining unit;
- B. "Bargaining Unit" means that group of positions and the employees occupying those positions which have been recognized by S.E.R.B. as being appropriate for bargaining purposes and representation by the recognized bargaining agent;
- C. "Chief" means the Chief of Police for the City of Newark, Ohio, in charge of the Newark Police Division;
- D. "Commission" means the Civil Service Commission;
- E. "Emergency" means any situation which is declared by the Mayor of the City of Newark, Ohio, which jeopardizes the public health, safety, and the welfare of the City, its property, and/or its citizens, and requires in the opinion of said Mayor, the alterations of scheduled work hours, shifts, and/or personnel assignments;
- F. "Employee" means all persons occupying those positions which have been determined by this Agreement as being appropriately within the bargaining unit;
- G. "Employer" means the City of Newark, Ohio;
- H. "F.O.P." means those members of the Licking County Fraternal Order of Police, Inc. Lodge #127, who are employees of the City of Newark, Ohio;
- J. "Lodge" means those members, collectively of the Licking County Fraternal Order of Police, Inc. Lodge #127, who are employees of the City of Newark, Ohio;
- K. "Materials (Political)" means those materials (flyers, posters, newsletters, buttons, etc.) intended to influence any voter in any City, County, State, or Federal Election. Materials involving internal departmental or job related elections will not be construed as political material;
- L. "Negotiation Team" means those members of the F.O.P. duly elected or selected to represent the F.O.P. in negotiations with the Employer;

APPENDIX 13

- M. "Non-Compensatory Time" means paid time other than sick leave, vacation, or accrued compensatory time;
- N. "Reprimand (Oral)" means a verbal warning issued in which the supervisor noted in the employee's official personnel file the date and time and reason(s) the employee was verbally warned;
- O. "Reprimand (Written)" means any official disciplinary action of record which is presented to the Employee in writing with a copy placed in the Employee's official personnel file. This is for disciplinary actions other than days off without pay;
- P. "Supervisor" means an Employee holding the rank of Sergeant or above;
- Q. "Supervisor (Immediate)" means the next person in the line of the chain of command to which one has to answer for his or her wrong doing or from which one takes orders;
- R. "Violations (Minor)" means those violations which are not of such nature as to constitute an immediate suspension, reduction in rank, or dismissal for the first offense. The determination of whether a violation constitutes a minor violation or a serious violation will be based upon the facts of the case and the Employee's past record;
- S. "Violations (Serious)" means any violations or a series of minor violations which results in suspension, reduction of rank or a dismissal.

APPENDIX 14

January 7, 1998

SUBJECT: Sexual Harassment.

During the course of these negotiations the parties agreed that sexual harassment shall be considered discrimination and neither the City or I.A.F.F. Local 109 will condone such activity.

For the City

For the Union
