

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact-Finding Between:

Licking County FOP Lodge #127	)	
Blue and Gold (Police Officers and	)	
Police Sergeants)	)	
	)	
	)	
and	)	Case Nos. 2022-MED-07-0665
	)	2022-MED-07-0666
	)	
	)	Fact-Finding Report
	)	and Recommendation
City of Newark	)	

Before Sarah Rudolph Cole, Fact-finder

The Ohio State University, Moritz College of Law  
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### **Fact-Finding Summary**

On March 27, 2023, I was appointed by the State Employment Relations Board as fact-finder in the cases identified as 2022-MED-07-0665 and 2022-MED-07-0666. On June 5, 2023, FOP Lodge 127 (the “Union”), represented by Keith Washburn, and the City of Newark (the “Employer”), represented by Scott DeHart, met for a fact-finding hearing in the above-captioned matters.

Pursuant to Ohio Administrative Code 4117-9-05(F), each party submitted its pre-hearing statement by 5:00 p.m. on Friday, June 2, 2023. Based upon the statements, the following articles were still in dispute for the fact-finding hearing:

Article 19: Personnel Files

Article 21: Assignment/Promotions

Article 24: Wages

Article 25: Shift Differential

Article 26: Hours of Work, Overtime, Stand-By Pay and Overtime Call-In

Article 27: Longevity

Article 28: Uniform Quartermaster

Article 35: Vacation

Article 36: Holidays

Article 41: Miscellaneous

Article 46: Duration of Agreement

The parties reached several written, signed “Tentative Agreements” (“TA”) that were not included in the items being advanced at Fact-Finding. The Fact-Finder incorporates into her report and recommendation all TAs of the parties on these open articles not advanced by the Union or

Employer. Additionally, any articles not listed above and not placed in dispute by one of the parties, and not the subject of a TA, shall remain as current contract language from the expired labor agreement.

My recommendations on each of these articles appear below my signature.

Date: July 13, 2023

  
\_\_\_\_\_  
Fact-finder

# **COLLECTIVE BARGAINING AGREEMENT[S]**

**BETWEEN THE**

**CITY OF NEWARK**

**AND**



**LICKING COUNTY FOP  
LODGE #127  
BLUE  
POLICE OFFICERS**

**&**

**LICKING COUNTY  
FOP  
LODGE #127  
GOLD  
POLICE SERGEANTS**

**EFFECTIVE:  
EXPIRES:  
SERB CASE NOs:  
2022-MED-07-0665 and 2022-MED-07-0666**

## [ INTRODUCTORY NOTES/DISCLAIMERS:

- The fact-finder's recommendations are shown in "legislative draft" format. Line numbers have been included in this document for convenience of reference.
- Language proposed or tentatively-agreed to be removed from the text of the 2020-2022 agreement is shown in ~~strikeout~~ format. Language proposed or tentatively-agreed to be added to the text of the 2020-2022 agreement is shown in underlined format.
- Language shown in brackets e.g., "[lorem ipsum]" and/or following a *nota bene* mark ("N.b.") or the word "Note" are explanatory notes, and this language is not intended to be incorporated into the final agreement.]

10

1  
2  
3                   **ARTICLE 19**  
4                   **PERSONNEL FILES**  
5

6                   **Section 19.1. Records of Discipline**  
7

8                   Upon the request of the employee, records of discipline, shall be removed from the  
9 employee's personnel file and placed in a stale disciplinary records file pursuant to the following  
10 schedule, as long as the employee has received no subsequent discipline within the respective time  
11 frame. The date of issuance of the discipline will be used as the starting time to determine the time  
12 frame that the record of discipline can be used against the employee. If there are subsequent  
13 disciplines, then the last record of discipline shall determine the time frame after which records of  
14 discipline can be transferred to stale disciplinary records file, which shall be located in a cabinet  
15 within the Human Resources Department that is separate from where the employee's personnel  
16 file is maintained.

<u>Records of Discipline</u>	<u>Time Frame of Disciplinary Action</u>
Oral Reprimand	twelve (12) months
Written Reprimand	eighteen (18) months
Suspensions	forty-eight (48) months
Demotion or Termination	permanent

25                   **Section 19.2. Reviewing Personnel Files**  
26

27                   The official personnel file for each employee covered under this Agreement will be  
28 maintained by the Human Resources Department. The file shall be secure, available at all  
29 reasonable times for the employee's inspection pursuant to Article 19.3 and shall contain only:

30

- 31                   a) Original application and resume,
- 32                   b) Pre-employment background investigation,
- 33                   c) Records of transfers, promotions, resignations or re-employment,
- 34                   d) Records of commendations, awards, certificates, or letters of appreciation,
- 35                   e) Records of discipline (consistent with the schedule provided above in Article 19.1),
- 36                   f) Receipt of policy handbook,
- 37                   g) Copy of Oath of Office,
- 38                   h) Record of employee's orientation checklist,
- 39                   i) Letter of appointment
- 40                   j) Tuition reimbursement requests and approvals,
- 41                   k) Records of increases in pay, vacation and longevity, and
- 42                   l) Employee performance evaluations and the employee's response, if any,

43

44                   Any documents or records which meet the Ohio Revised Code or Americans With  
45 Disabilities Act definition of "medical record" or which are kept pursuant to a claim for workers'  
46 compensation or medical insurance shall be kept separately from the personnel file and shall  
47 remain confidential consistent with all applicable laws.

1 Any records which document an employee's training and certification shall be maintained  
2 in a separate file in the custody of the Training Bureau Supervisor.

4 All of these records shall be maintained during the course of employment and for at least  
5 two years following separation or pursuant to the Department's records retention schedule,  
6 whichever is longer.

7

8 **Section 19.3. Reviewing Personnel Files**

9

10 A. By Bargaining Unit Members

12 Every employee will be allowed to review the contents of his or her official personnel file  
13 at all reasonable times during the regular business hours of the Human Resources Department  
14 where such file is kept. Any employee wishing to review his or her file will make a written  
15 request to the Director of Human Resources who will then permit the employee to examine the  
16 file.

17 An Employee may designate an appropriate representative to review his/her individual  
18 personnel file.

20 For the duration of this Agreement, and any extensions thereof, if an employee, upon  
21 examining his/her personnel file, disputes the accuracy, in those documents to which he/she has  
22 access, the employee may request the Director of Human Resources, in writing, to investigate the  
23 disputed information. The Director of Human Resources will within five (5) days, exclusive of  
24 Saturday, Sunday and Holidays, after receiving the request from the Employee, make a reasonable  
25 investigation of the disputed information, and will notify the Employee of the results of the  
26 investigation and the action, if any, to be implemented with respect to the disputed information.  
27 The Director of Human Resources will delete any information that is found to be inaccurate.

29 If after such determination the Employee is not satisfied, he/she may write a brief statement  
30 of his/her position on the disputed information, and such statement will be attached to  
31 the file. In any subsequent transfer, report or dissemination of the disputed information which  
32 includes a statement by the Employee, the Employer may include a written statement that he/she  
33 has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for this  
34 belief.

36 The above Article is written in accordance with Chapter 1347 of the Ohio Revised Code,  
37 and will be amended so as to comply with any future amendments or rules adopted and  
38 promulgated with respect to the above mentioned Chapter.

39

40 B. By Non-Bargaining Unit Members

42 All requests to review the personnel files and records of employees covered by this  
43 Agreement by members of the public shall be processed as follows:

45 a) The Human Resources Department will request that the person requesting to review  
46 the records provide their name and address;

- 1       b) If possible before the information is released, the Bargaining Unit members will be
- 2       notified in writing, and if reasonably feasible, by a telephone call, that a request has
- 3       been made to review their personnel files;
- 4       c) Before releasing the file and/or records to be reviewed, the Human Resources
- 5       Department will endeavor to review the personnel file/records with the Law Director's
- 6       office within twenty-four hours of the request in order to ensure that the records contain
- 7       no confidential material;
- 8       d) A city employee will remain with the personnel file/record while they are being
- 9       reviewed pursuant to public records request so that no information can be added,
- 10      removed or modified.
- 11      e) The Bargaining Unit member will be notified when a request is made for copies of any
- 12      records or documents from his or her personnel file and will be provided upon request
- 13      with copies of any documents which are provided pursuant to the records request.

14

#### **Section 19.4. Counseling Records**

15       Records of counseling and/or coaching sessions shall be maintained by the issuing  
16       supervisor. Such records may form the basis of disciplinary action, but are not, of themselves,  
17       disciplinary action and thus are not subject to the grievance procedure. These counseling  
18       sessions (oral or written) shall not be considered for purposes of progressive disciplinary action  
19       after six (6) months provided that no further disciplinary action occurs within that time.

20

#### **Section 19.5. Events Tracking System**

21       To the extent that the Department's computerized Events Tracking system or any other  
22       system maintained by the City reflects records of disciplinary action governed by this  
23       Agreement, the records retention schedules referenced in Sections 19.1 and 19.2 shall apply to  
24       these computerized records and separate indices must be created to transfer and store stale  
25       disciplinary records.

26

#### **Section 19.6. Overturned Disciplinary Action**

27       Any disciplinary action which is modified through the grievance procedure shall be so  
28       noted in the personnel file and, if completely reversed, shall be, regardless of the schedule set  
29       forth in Section 19.1, removed and placed in the investigative file.

## **ARTICLE 21**

### **ASSIGNMENT/PROMOTIONS**

## Section 21.1. Posting Position Openings

The Human Resource Department will provide the Chief, for posting on the F.O.P. bulletin board, copies of announcements of job opportunities in the classified competitive service, together with announcement of job opportunities for the openings in the classified non-competitive service. The Chief in turn will make such information available to the F.O.P. or any other interested person in his Division. The Chief of Police shall post all vacancies for positions of sworn officers within the bargaining unit. Members wishing to fill such vacancies shall respond back to the Chief of Police in writing, and such response shall include the member's qualifications and reasons why the employee is interested in the position.

## Section 21.2. Transfer of Personnel

The Chief shall have exclusive control of the stationing and transfer of all police officers, reserve police officers, and other officers and employees of the Police Division, and police auxiliary units, unless otherwise modified by this Agreement under such general rules and regulations as the Director of Public Safety prescribes. Any stationing and/or transfers which in the opinion of the members affected were done without just cause arbitrarily or capriciously shall be referred to the grievance procedure. Under normal circumstances, the Chief shall give at least a fourteen-day notice before changing an officer's assignment, unless a shorter time is by mutual agreement.

### Section 21.3. Seniority

In exercising his exclusive control under Section 737.06, Ohio Revised Code, the Chief shall give consideration to the seniority of the applicants in making assignments. When all other objective criteria are equal, as determined by the Chief, seniority will be the deciding factor. Seniority shall not be lost because of employee action taken by the City (such as suspensions), with regard to shift selection, vacation or team selection.

## Section 21.4. Tenure

**BLUE CBA:** Keep Section 21.4, as modified

**[GOLD CBA: Delete Section 21.4 entirely; maintain as a “reserved” subsection heading]**

A. **Promotional Testing.** The terms of this Agreement shall control the promotion of officers within the classified civil service as long as the decision in DeVinnish v. Columbus (1991), 57 Ohio St.3d 163 remains valid. If DeVinnish is ever overruled or abrogated, all classified positions above the rank of police officer in the Police Division shall be filled in accordance with the Ohio Revised Code, Section 124.44, and the applicable rules of the Civil Service Commission of the City of Newark, Ohio.

1      B. Testing for Sergeants At least six months prior to the expiration of a current  
2      eligibility list, the City shall post a notice of the holding of a promotional  
3      examination for Sergeant. All testing for promotion with the Newark Division of  
4      Police will be done with strict adherence to the highest professional standards so as  
5      to ensure a fair and impartial test result. The examination questions and sections  
6      will be pertinent to the position for which the test is being given. If the City decides  
7      to significantly change the testing procedures, it shall advise and consult with the  
8      FOP/OLC before making the changes. All facets of the test shall be administered  
9      and scored by an independent testing service selected by the City of Newark  
10     Director of Public Safety, and the Civil Service Commission. The City and the City  
11     Civil Service Commission shall, in accordance with the Commission's rules,  
12     revoke a current eligibility list once it is ready to post the final results of a new  
13     promotional examination. The time for giving a promotional examination may be  
14     postponed for one year with the written consent of the OLC/FOP when, for  
15     instance, no turnover is anticipated in the next year in the position of Sergeant.

16  
17      C. Test Construction. All promotional tests will be comprised of the following:

18  
19      1. Written exam that includes at minimum one hundred (100) multiple choice  
20      questions.  
21      2. An assessment center process consisting of up to four components including  
22      both written and oral exercises.  
23      3. Candidates must score a minimum of 70% on the written exam in order to  
24      participate in the assessment process.

25  
26      D. The scale for the complete test is 200 points. The written multiple-choice section  
27      will consist of 100 points. The assessment center process will be valued at 100  
28      points.

29  
30      E. After all sections are completed and scored, seniority and educational points will  
31      be granted. All dates utilized for seniority points will be calculated from the date  
32      of the written test. They will be calculated as stated below:

33  
34      1. Four (4) years of completed service, four (4) points will be applied.  
35      2. Each completed year after the above, 6/10 (.6) points per year will be applied  
36      to the maximum of ten (10) points.  
37      3. ~~Each completed year in rank, one (1) point up to (5) points maximum will be  
38      applied.~~

39  
40      F. All degrees obtained from an accredited university and utilized for educational  
41      points will be calculated from the date of written test. They will be calculated as  
42      stated below:

43  
44      1. Associate Degree- a total of one-half (1/2) point will be applied.  
45      2. Bachelor Degree- a total of one (1) point will be applied.  
46      3. Master Degree- a total of one and one half (1.5) points will be applied.

47  
48      G. In case of a tie, department seniority (time/date) of hire will be utilized.

## H.      D.—Reference/Study Material.

1. The standard list of reference material will include:

- a) General Orders for the Division of Police,
- b) Newark Division of Police Search and Seizure Manual, and
- c) FOP/City of Newark Collective Bargaining Agreement.

I. Promotional tests will be created to include the above material. This material will be utilized to construct at least eighty percent (80%) of the written exam. This material will not be “open book.”

2. The balance of the test can be constructed utilizing two (2) additional references. The Director of Public Safety will select these references. The additional reference materials will be "open book", during testing. The "open book" section of the test shall be weighted at twenty (20) percent of the written / multiple choice test.

## E.J. Eligibility for Promotion

1. Any regularly appointed, full-time Police Patrol Officer who has served four (4) or more years past his/her original, full-time, regular probationary appointment date with the Newark Police Division, at the time the test is given, is eligible to take the examination for Sergeant.

## BLUE CBA:

[GOLD CBA: 2. Any regularly appointed, full-time police Sergeant, who has served three (3) years past his/her original appointment date as a Sergeant with the Newark Police Division, at the time the test is given, is eligible to take the examination for Captain.]

**F.K.** Challenges and Appeals. Test scores shall be posted within 14 days of receipt from the testing service. Examination participants may file a challenge or appeal with the Civil Service Commission to any question, portion of the testing process.

1 incorrect scoring, or unfairly phrased question within ten days of when the  
2 Commission posts the scores of the promotional examination in accordance with  
3 Civil Service Commission rules. A copy of such challenge or appeal shall be  
4 provided to the Director of Human Resources. Failure to timely file such a  
5 challenge with the Commission and Director of Human Resources waives any right  
6 by the member to challenge the results of the promotional examination. The  
7 Commission shall act on the appeal or challenge in accordance with its existing  
8 rules and regulations within 45 days of receipt. Final grades are to be posted within  
9 ten (10) days after completion of the appeal process. Should the Commission fail  
10 to resolve all pending challenges and the employee may appeal the decision thru  
11 legal means outside of the City of Newark and FOP Lodge 127 Bargaining Unit  
12 Agreement. All deadlines may be extended with the express written permission of  
13 the FOP/OLC and with the understanding that no subsequent back pay award may  
14 include any period of time covered by this Article or extension to the deadlines in  
15 this Article.

16  
17 **G.L.** Eligibility List. Within 5 days of when any challenges have been resolved in  
18 accordance with Article 21.4(~~K~~) or when the scores are posted, a list of eligible  
19 candidates for promotion, descending from the highest score, for each rank for  
20 which a test was given, shall be compiled and posted by the Civil Service  
21 Commission or, if applicable, the Director of Human Resources. The eligibility  
22 list shall remain in effect for two (2) calendar years from date of posting final  
23 score or until it is revoked by the Commission in accordance with this Article. In  
24 the event that no eligible candidates remain on any eligibility list for Sergeant  
25 [BLUE CBA: ][GOLD CBA: ~~and/or Captain~~] prior to the expiration date, a  
26 new test shall be given.

27  
28 If the City determines that it will make a promotion, the “Rule of Three” will be  
29 used to select a member from the eligibility list. The final determination of who  
30 will receive the promotion utilizing the “Rule of Three” shall be done by the  
31 appointing authority.

32  
33 **H.M.** Appointment. The promotional appointment shall be made from the eligibility list  
34 within ten (10) days after a vacancy occurs in the absence of compelling  
35 circumstances.

36  
37 **Section 21.5. Promotional Probationary Period**

38  
39 A. There is a six (6) month probationary period for the position of Sergeant [BLUE  
40 CBA: ][GOLD CBA: ~~and/or Captain~~]. For each promotion, there is an additional eighteen (18)  
41 month probationary period to successfully complete one of the following or equivalent schools;  
42 PELC, NW Command School, SW Command School, CLEE, FBI National Academy, Case  
43 Western LE.

44  
45 If course is not successfully completed it is grounds for placement back to previous rank and  
46 seniority prior to promotion.

ARTICLE 24  
WAGESSection 24.1. Wage Table

The wage scales for the employees covered by this Agreement are attached as Addendum B.

All months listed in the Addendum are inclusive. Except, a newly hired police officer who has been certified by the Ohio Peace Officers Training Council and has at least two (2) years of law enforcement experience may be compensated upon hire at any rate of pay ~~up to the 24-35 months hourly rate in the wage scale below the rank of Sergeant~~, as determined by the City.

[N.B., Addendum B is updated to reflect a 7% increase at each non-officer step of the police department wage scale effective 8/1/2023; a 4% increase effective 1/1/2024; and a 4% increase effective 1/1/2025.

The City will provide a one-time lump sum payment of \$2,600, less applicable payroll taxes and withholdings, as a one-time contract ratification bonus to each member of Blue Unit who is employed and in active pay status with the Division of Police on 8/1/2023 and who has reported for at least one scheduled shift day during the two-week period preceding 8/1/2023].

Section 24.2. Field Training Officers Pay

Any Bargaining Unit Member covered by this CBA who is assigned to serve as a Field Training Officer and while performing in those duties shall receive Field Training Officers pay that will be equal to the current sergeant's rate of pay according to the CBA. While in an overtime status the FTO will be compensated at the Sergeants time and one half (1 ½) rate of pay.

Section 24.3. Instructor Pay

Any Bargaining Unit Member who, 1), is recognized as a state certified instructor or a certified instructor in a specific discipline 2) is assigned in advance by the division to conduct on-site training of other officers shall receive one hour of comp-time at the time and one half rate for each 5 (five) hours scheduled as an instructor. To qualify as an instructor the member must be approved through the division training sergeant and also provide documentation to show training was conducted.

## **GOLD UNIT**

## ARTICLE 24 WAGES

**Section 24.1. Wage Table** The wage scales for the employees covered by this Agreement are attached as Addendum B. All months listed in the Addendum are inclusive.

## Sergeant Wages

Sergeant Rank Differential shall be listed below:

~~January 2020~~ 18% above the top step patrol wages

[N.B., The City will provide a one-time lump sum payment of \$3,200, less applicable payroll taxes and withholdings, as a one-time contract ratification bonus to each member of Gold Unit who is employed and in active pay status with the Division of Police on 8/1/2023 and who has reported for at least one scheduled shift day during the two-week period preceding 8/1/2023].

## **BLUE UNIT & GOLD UNIT**

## **ARTICLE 25**

### **SHIFT DIFFERENTIAL**

**Section 25.1** Bargaining Unit Members shall receive a differential in pay when assigned to a second and third shift. For the purposes of this Article the following applies:

- A. For members assigned to the patrol bureau, second shift shall be any shift which begins on or after 1600 hours, and third shift is any shift which begins after 2100 hours. These members receive shift differential on all paid hours.
- B. For members assigned to non-patrol bureaus, second shift is any shift which begins between 1200 hours and 2400 hours (midnight). Employees in this category receive shift differential for the entire shift worked. For members to qualify under this category they must have prior approval from a supervisor.

The shift differential will be paid at 3% of the top patrolman's rate of pay.

C. For payout purposes shift differential does not apply.

[**BLUE CBA: Section 25.2** Any Bargaining Unit Member who is assigned to the Detective Bureau, shall receive a work load differential equivalent to the highest paid shift differential amount for all hours worked. ]

[GOLD CBA: ]

## **ARTICLE 26**

### **HOURS OF WORK, OVERTIME, STAND-BY PAY AND OVERTIME CALL-IN**

## **Section 26.1. Hours of Work**

The standard workweek for all Bargaining Unit Members shall be forty (40) hours. The standard workday for officers assigned to uniform patrol and the detective bureau shall be ten (10) hours with an officer having three consecutive days off each workweek.

The current shifts for the City of Newark's Police Department, Patrol Bureau, are as follows:

1<sup>st</sup> Shift 0730 hours to 1730 hours  
2<sup>nd</sup> Shift 1700-1600 hours to 0300-0200 hours  
3<sup>rd</sup> Shift 2200 hours to 0800 hours

Subject to providing the FOP/OLC with two (2) calendar weeks' notice in writing, any change in the scheduled beginning times and ending times of the listed shifts shall be made by the Chief of Police, except where Article 11 or 33 applies or for just cause. The starting times of the shifts will not be rescheduled more than one (1) hour before or after the present starting times of the shifts. Effective January 1, 2025, the starting times of the shifts will not be rescheduled more than one and one-half (1.5) hours before or after the present starting times of the shifts. Rescheduling of shifts will not be used for the primary purpose of avoiding the application of overtime. There will be no rotating shifts for employees covered by this Agreement and during the term of this Agreement.

The Chief reserves the right to assign personnel due to expected or unplanned absences for illness or injury of a bargaining unit member lasting more than four (4) weeks. Personnel so replaced will return to that shift or assignment when possible, or, in the case of a signup during which the employee is off, the employee will be permitted to sign up and take the new shift when he/she returns to regular duty.

There will be a shift sign-up for employees currently assigned to the Patrol Division Bureau every six (6) months. Employees currently assigned to other bureaus who file a written request with the Chief may be approved by the Chief to participate in the patrol bureau shift sign-up. Shift assignments will be determined based on-by seniority. The new signups will take effect the first full pay period after January 1st and the first full pay period after July 1st each year. Bargaining unit members will make their choices, by seniority, during the three (3) weeks prior to the new sign-up taking effect. Bargaining unit members may submit their shift choices in writing or may, on their own time, report to the station and view the patrol Division Bureau Team assignments before selecting an open slot. The Chief reserves the right to place bargaining unit members with less than one (1) year of service or bargaining unit members currently on probation or any other member(s) for “just cause”.

1 [BLUE CBA ONLY: Officers assigned as full-time canine handlers shall have a workweek  
2 consisting of thirty-six (36) hours based on four (4) consecutive nine (9) hour days and three  
3 consecutive days off. Canine Handlers will receive ten (10) hours pay for each nine (9) hour  
4 workday to compensate for the weekly off-duty care and maintenance of the animals in their  
5 custody. It is the intent of this provision to provide full compensation as required by the Fair Labor  
6 Standards Act to those officers who are responsible for the weekly care, feeding, exercise and  
7 boarding of a City-owned dog for all off-duty hours so engaged.]  
8

9 Employees assigned to specialty positions will work forty (40) hours in a workweek but  
10 shall work a flex schedule to accomplish their assigned task. The use of the flex schedule is to  
11 avoid any unnecessary overtime that can be eliminated by flexing the schedule. These specialty  
12 assignments include the following; Community Policing, D.A.R.E. Officers, School Resource  
13 Officers, Officers assigned to the Drug Task Force. Officers assigned to these positions shall have  
14 at least two consecutive days off in a workweek. When any sworn officer, ~~excepting the Chief or  
15 Deputy Chief, covered by this Agreement~~ is required to perform in any active pay status for more  
16 than forty (40) hours in any calendar week or more than eight (8) or ten (10) hours in one day,  
17 depending on shift assigned, he or she will be compensated for such over-time performance as  
18 follows:  
19  
20

## 21 **Section 26.2. Overtime**

  
22

23 Employees shall receive overtime pay, or compensatory leave time in lieu of overtime pay  
24 for actual work performed (not including sick leave, vacation, or other time off) which exceeds  
25 the normal work day or week within any pay period. Employees eligible for over-time  
26 compensation may elect compensatory leave time or a cash emolument. The employee shall  
27 designate in writing which form of remuneration he/she elects when he/she turns in his/her over-  
28 time slip to the appropriate supervisor.  
29

### 30       A.     Compensatory Leave Time:

  
31

32       When elected, compensatory leave time at the rate of one and one-half (1-  
33 1/2) hours, for each over-time hour worked, will be credited to the employee's  
34 compensatory record. Compensatory time shall not be permitted to accumulate in  
35 any amount greater than four hundred and eighty (480) hours.  
36

37       Employees shall elect the date on which they wish to schedule their  
38 compensatory time off and shall request the time off at least two (2) days in  
39 advance, except in emergencies. The employee must have the advance approval of  
40 the immediate supervisor or Deputy Chief before any compensatory time is used.  
41 The immediate supervisor or Deputy Chief shall consider the operational needs of  
42 the Division before granting compensatory time off, and may deny requests for  
43 compensatory time off where it would unduly disrupt the operations of the Division.  
44 **[BLUE CBA ONLY]:** Employees may not utilize compensatory time off if it would  
45 require other employees to work involuntary overtime to maintain minimum  
46 staffing levels.  
47

1           All requests for compensatory leave for the two (2) days following the day  
2           of request shall be answered at least twenty-four (24) hours prior to the beginning  
3           time of the time off. All other request shall be answered within forty-eight (48)  
4           hours of the request. ~~Employees will not be compelled to take compensatory time~~  
5           ~~off~~. Once compensatory time off is approved, it shall stand approved.  
6

7           Employees will be permitted to carry their accrued unused compensatory  
8           time into the following calendar year provided the time does not exceed the  
9           permissible accumulation of four hundred eighty (480) hours.  
10

11           Employees may elect to cash in accumulated compensatory time one time  
12           per calendar year, up to a maximum of ninety-six (96) hours of compensatory time  
13           for that calendar year. Requests to cash in accumulated compensatory time must be  
14           submitted in writing to the Chief of Police or the Chief's designee. The employee  
15           must have accumulated the amount of compensatory time being requested to be  
16           cashed-out prior to submitting such a request.  
17

19           B. Cash Payments:  
20

22           When elected, a cash payment will be made to the employee for over-time  
23           hours worked. This payment will be calculated at one and one-half (1-1/2) times  
24           the employee's hourly regular rate of pay times each over-time hour worked.  
25

26           Over-time slips must be turned in within two (2) weeks after the over-time  
27           was worked. If turned in later than two (2) weeks, ~~they will not be honored. over-~~  
28           ~~time compensation will be paid if it is established that the hours were actually~~  
29           ~~worked, but the employee will be subject to disciplinary action for late submission~~  
30           ~~of the overtime slips.~~  
31

32           Section 26.3. Stand-By Pay  
33

34           Stand-by pay is defined as payment for an assignment which requires an employee of a  
35           specialty unit (i.e., K-9, Special Operations Group, Hostage Negotiators, and/or Detectives) to be  
36           available on a continuous basis during his/her normal off-duty hours, when specifically notified  
37           as such. The affected employee shall restrict his/her activities, to include no usage of alcoholic  
38           beverages or other substances which may impair the employee's performance, so as to be able to  
39           respond to the incident location or headquarters within twenty-five (25) minutes. All employees  
40           are required to acknowledge receipt of message and report with their status as directed by the  
41           message. Stand-by time shall not be considered as hours worked for purposes of overtime. Stand-  
42           by assignments shall be determined by the Chief of Police or his designee. The rate of stand-by  
43           pay shall be determined as follows:  
44

45           Employees on stand-by shall receive compensation in the form of two (2) hours  
46           compensatory time for every twenty-four (24) hours, or portion thereof. For example, an employee  
47           on standby for eleven (11) hours shall receive two (2) hours comp time. An employee on standby  
48           for twenty-five (25) hours shall receive four (4) hours comp time, etc.

1  
2 An employee who is called to work (other than as regularly scheduled) while on stand-by  
3 shall be paid, instead of stand-by pay, time and one-half for all hours worked (to include minimums  
4 as defined in Article 29), but not less than the applicable amount stated above.  
5  
6

7 **Section 26.4. Overtime Call-In Procedure**  
8

9 **A. UNPLANNED PATROL VACANCIES**  
10

11 Step #1  
12

13 Vacant Patrol Officer position(s) on a patrol shift will be covered by Patrol Officer(s). The  
14 immediately preceding patrol shift and the immediately subsequent patrol shift will be offered the  
15 first opportunity be seniority to cover the shift in an overtime capacity.  
16

17 Example 1.  
18

19 If the current shift experiences a manning shortage, officers from the next or on-coming shift will  
20 be called in on a seniority basis, i.e.; starting with the most senior member of the team and selecting  
21 in a descending order.  
22

23 Example 2.  
24

25 If the next shift to report for duty is below manning needs, the senior officer from the current shift  
26 will have the first opportunity to work overtime. All vacancies will be filled on a descending  
27 seniority basis.  
28

29 Step #2  
30

31 After this selection process has been exhausted, overtime opportunities will be offered to  
32 other officers assigned to patrol teams on a rotational basis. The rotation shall begin by seniority  
33 and descend there from. Once a patrol officer is given an opportunity to cover a portion of a shift,  
34 he/she will not have an opportunity until all other patrol officers within the respective patrol  
35 division bureau has been asked rotationally.  
36

37 Example 1.  
38

39 Patrol officer #1 is asked to cover a shift. The officer declines and the request flows down  
40 to patrol officer #20 who accepts. On the next opportunity, the list starts at patrol officer #21 and  
41 so on through the entire list, and then reverts back to patrol officer #1. There shall be a list of  
42 patrol officers assigned to the patrol division bureau by seniority.  
43

44 Step #3  
45

46 After steps #1 and #2 have been exhausted, overtime opportunities will be offered to all other  
47 patrol officers' rank through the entire police division (including, but not limited to, detectives,  
48 COPS/POP's, SRO's, DARE and Drug Unit). This will be done on a rotational basis. The rotation

1 shall begin by seniority and descend there from. Once a patrol officer in this category is given an  
2 opportunity to cover a portion of a shift, he/she will not have an opportunity until all other patrol  
3 officers within this respective category have been asked rotationally.

4

5

6 B. PLANNED OVERTIME VACANCIES – EVENTS

7

8 A planned event is defined as an event that may occur annually, semi-annually, monthly,  
9 weekly or that otherwise occurs extraordinarily. ~~Examples of a planned overtime event include,~~  
10 ~~but are not limited to: The Hot Music Weekend, Gus Macker Basketball tournaments, parades and~~  
11 ~~festivals.~~ All planned event overtime opportunities shall be offered each time on a seniority basis.  
12 Each event is to be considered separate and overtime will be offered for each event based on  
13 seniority. Planned overtime vacancies will be distinguished by rank ( [GOLD CBA ONLY:  
14 ~~Captains will work positions dedicated for the rank of Captain~~] Sergeants will work positions  
15 dedicated for the rank of Sergeant, and Patrol Officers will work positions dedicated for Patrol  
16 Officers).

17

18 Further, planned overtime opportunities specific to a particular bureau, will be worked by  
19 members of the bureau, or unit. If the overtime opportunity is not filled form within the, bureau,  
20 or unit then the overtime opportunity may be opened by Division wide following the tenets of the  
21 preceding paragraph concerning planned overtime. Determination that an event should be limited  
22 to a particular sub-division, bureau, or unit will be based on specific articulable factors to include,  
23 but not limited too, case investigation or maintenance responsibility, advanced or specific training,  
24 familiarity or certification with specialized equipment, etc. Examples of these situations would  
25 include a Detective working overtime on a case or specific cases. Special Operations Group (SOG)  
26 team members being assigned overtime for high-risk surveillance, or Patrol Officers assigned to  
27 guard a suspect who is in the hospital.

28

29 The Chief of Police shall convene a meeting between the FOP/OLC employee  
30 representatives and himself or his representative to come to an agreement as to a particular  
31 situations status as a planned event and its limiting factors. The Chief may if time does not  
32 immediately permit a meeting, make the determination and meet at the earliest possible time with  
33 the FOP/OLC employee representatives to make a final determination. While the Chief makes the  
34 final determination, any perceived violations of this Article, the collective Bargaining Agreement,  
35 or if no agreement can be reached, redress may be sought through established grievance  
36 procedures.

37

38 C. NOTIFICATION FOR UNPLANNED AND PLANNED OVERTIME

39

40 After determining who is to be contacted, a telecommunications message (page) will be  
41 transmitted as notification. The message will include the relevant hours and assignment. If there  
42 is no response from the officer within five (5) minutes, a phone call will be made to the officer's  
43 homecell phone, unless the officer provides an alternative phone number to be called. If no contact  
44 is made, move on to the next officer in line. The on-duty sergeant is responsible for the notification  
45 process. This task may be designated. The on-duty patrol sergeant may order an officer to work  
46 if he believes it is in the best interest of the division.

47

1 Circumstances and demands must demonstrate this however. A detailed record of notifications  
2 will be kept on file to assist with any possible grievances filed by the employees.  
3

4 The Chief reserves the right to reassign personnel due to expected or unplanned absences of an  
5 illness or injury of a bargaining unit member of more than 4 weeks.  
6

7 Personnel so replaced will return to their shift or assignment when possible; or, in case of a sign-  
8 up occurring while the employee is off, the employee will be permitted to sign-up and take the  
9 new shift when he/she returns.  
10  
11  
12  
13  
14

## **BLUE UNIT & GOLD UNIT**

## ARTICLE 27 LONGEVITY

In addition to their regular base pay, each employee will receive longevity compensation in accordance with the following schedule:

Beginning of the 5<sup>th</sup> year through the completion of the 9<sup>th</sup> year of continuous service \$.21 per hour.

Beginning of the 10<sup>th</sup> year through the completion of the 14<sup>th</sup> year of continuous service \$.27 per hour.

Beginning of the 15<sup>th</sup> year through the completion of the 19<sup>th</sup> year of continuous service \$.35 per hour.

Beginning the 20<sup>th</sup> or more years of continuous service \$.43 per hour.

Longevity pay is based on continuous years of service with the City of Newark.

## **ARTICLE 28 UNIFORM QUARTERMASTER**

**Section 28.1.** On January 1 of each year the City shall create a quartermaster fund consisting of moneys equal to the full amount due that year per sworn officer in Newark Police Department as of January 1. This aggregate amount of money shall be used by the police officers of the Newark Police Department to purchase uniform and equipment approved and used by sworn officers of the department. All allotted monies must be spent between January 1<sup>st</sup> and November 15<sup>th</sup> each year. After November 15<sup>th</sup> any money which a bargaining unit member has remaining of their allotment shall be paid to the officer in the form of a payroll check issued between the last pay period in November and the first pay period in December. The amount of the check shall be the full amount due that year minus the cost of any items purchased through the Quartermaster System. This money shall only be paid once the bargaining unit member meets the required uniform items criteria as indicated in Section 28.8 of Article 28.

### **Section 28.1.1** The amount will be \$1,550.00.

**Section 28.2.** The Auditor/Treasurer shall supply to the Quartermaster, through the Chief of Police, a monthly report indicating the amounts spent and amount remaining in the fund. This report shall commence January 1.

**Section 28.3.** Police Division [BLUE CBA: Policy][GOLD CBA: [General Orders Policy](#)] will be maintained, to provide for the proper and equitable distribution of uniforms and equipment.

**Section 28.4.** The position of Quartermaster is created within the division of Police. This sworn employee of the rank of Sergeant [BLUE CBA ONLY: or above] shall be responsible, in addition to any regular assigned duties, for the administration of this program. The Quartermaster shall be appointed by the Chief of Police, subject to the requirements of Article 21 of this contract.

**Section 28.5** Employees whose permanent assignment require or permit them to wear civilian attire (as determined by the Chief of Police and Division General Orders) shall be permitted to utilize all of their allotted monies, per calendar year from the described fund for the purchase of appropriate clothing and cost associated with the purchase/ordering of such clothing (i.e. shipping). Those bargaining unit members deemed non-uniform must complete an annual inspection for the required uniform items applicable to non-uniformed employees as outlined by current [GOLD CBA ONLY: Policy and] General Orders. After successfully completing the required uniform inspection, non-uniformed employees can utilize the fund to purchase the appropriate clothing as indicated by the current General Orders. Non-uniformed employees shall be reimbursed as instructed in Article 28 Section 28.1. No reimbursement will take place if the bargaining unit member has not completed the mandatory annual inspection for non-uniformed employees. Employees assigned after January 1 of any calendar year may use any of their [BLUE CBA ONLY: remaining] allotted amount for such purchases. To be reimbursed officers must turn in all receipts no later than November 15 of the calendar year to qualify for reimbursement.

For the purposes of this Article only, on or about January 1, the Chief of Police shall designate each sworn employee as either uniformed or non-uniformed. Non-uniformed employees

1 shall then be eligible for reimbursement pursuant to this Article. The criteria used to determine  
2 whether civilian clothing qualifies for reimbursement shall be spelled out in General Orders. The  
3 quartermaster will complete an annual mandatory uniform inspection, specifically recording the  
4 required items needed for uniformed and non-uniformed employees. The Quartermaster will also  
5 look for serviceability of the required items. The required items that are not accounted for or  
6 serviceable will be ordered through the Quartermaster before any other optional items can be  
7 purchased.  
8

9 Any employee, whose employment with the City is terminated for any reason, shall not be  
10 required to repay any of the monies the employee received under the reimbursement procedure of  
11 the Quartermaster System. The one exception to this would be an employee found guilty of  
12 criminal misconduct directly pursuant to the application of this Article.  
13

14 **Section 28.6.** Personal items that are damaged, stolen, or lost in the line of duty shall be replaced  
15 with funds other than funds from the Quartermaster Fund. There is a limit of \$125.00 per item  
16 and a maximum of \$250.00 per incident. An example of items that would be covered include;  
17 watches, prescription glasses/contacts, non-uniform business attire, and any other personal item  
18 approved at the discretion of the Chief of Police.  
19

20 **Section 28.7. Quartermaster Items – Authorized List**

21 **General uniform requirements:**

22 [GOLD CBA: Class A Uniform]

23 [BLUE CBA: Class B Uniform]

24 Duty hat

25 L/Sleeve uniform shirt

26 S/Sleeve uniform shirt

27 Uniform trousers

28 Duty jacket w/liner

29 Raincoat

30 Rain cover for hat

31 Duty shoes/boots

32 Trouser belt

33 Tie (clip-on or Velcro) w/tie bar

34 Metal nameplate

35 Black socks

36 T-shirts (white or black)

37 Badge

38 Service stars

39 Pistol duty belt

40 Belt keepers

41 Handcuffs (hinged or chain) with key(s)

42 Handcuff case

43 Handgun Holster

44 Magazine pouch

45 Flashlight (rechargeable) w/appropriate holder

46 Nylon duty bag

- 1 Citation book holder
- 2 Report book holder
- 3 Working cell phone with ~~testing~~ ~~texting~~ capabilities/voice capabilities provided by the employee, and carried on duty at all times.
- 4
- 5 Cell phone (no tablets, etc.)
- 6 Cell phone accessories, charger, battery, protective case, etc.
- 7 Military or flag pin
- 8

9 [N.b., to address the change in Gold Unit uniform requirements, the City will inspect the existing  
10 uniform components of Gold Unit members and will provide, one time only, any missing item(s)  
11 necessary for the members to wear a Class A uniform. For newly promoted Gold Unit members,  
12 the City will provide, one time only, any missing item(s) necessary to complete a Class A uniform].

13

14 **Additional uniform items, optional:**

15

16 \*\*These items can be requested once the Quartermaster is satisfied that all individual officers have  
17 the required items. It will also be the discretion of the Quartermaster and approved by the Chief  
18 of Police to order these items as the individual officers budgeted account permits.

19

20 Cold weather items; gloves, muffs, scarves, overshoes, insulated boots, turtle necks, dickies, long  
21 underwear, black toboggan w/ NPD embroidered, and winter cap.

22 Baton w/case

23 Folding knife w/case

24 Leatherman type tool w/case

25 Extra handcuffs w/case

26 Whistle and chain

27 Rubber gloves w/pouch

28 Leather frisk gloves

29 [BLUE CBA: ~~Complete Dress~~Class A Uniform; jacket, trousers (skirt), shirt, dress leather gear,  
30 white gloves, hi-gloss dress shoes, and black leather shoulder strap ]

31 [GOLD CBA: ~~Complete Dress Uniform; jacket, trousers (skirt), shirt, dress leather gear, white~~  
32 ~~gloves, hi-gloss dress shoes, and black leather shoulder strap~~ ]

33 Business cards

34 Car seat organizer

35 Cassette tape recorder

36 Safety glasses

37 Badge holder/wallet

38 Off duty holster(s)

39 Traffic wands to fit officer's flashlight(s)

40 Additional uniform(s)

41 Cold weather boots

42 Tactical mirror

43 Flashlight bulbs

44 NPD Badge(s) (extra and for wallet/concealed carry) Limit of 2

45 Shoelaces

46 Rain gear (tops, bottoms, ponchos)

47 Hearing protection

48 Insoles for boots/shoes

- 1 Re-sole boots/shoes
- 2 Alterations/tailoring
- 3 Additional ballistic vest carrier
- 4 Handcuff key
- 5 Specialty uniform(s)
- 6 Night Vision Optics
- 7 Binoculars
- 8 Bag holsters
- 9 Handcuff strap
- 10 Boot traction aids
- 11 Shoe polish
- 12 Thermal hood
- 13 Reference materials
- 14 Gun safe
- 15 Shirt stays
- 16 Dry Cleaning
- 17 Off duty backup weapon- approved shotgun/AR 15 rifle- one each per contract
- 18 Gym Memberships
- 19 Fitness watches (to include Apple Watch, Garmin, FitBit, etc.)
- 20 IFAK first aid kits
- 21 Trauma Plates
- 22
- 23 Members of tactical/specialty units can purchase specialty items at the discretion of the
- 24 Tactical/Specialty Unit Supervisor, the Quartermaster, and the Chief of Police.
- 25
- 26 **Items to be supplied by the Division of Police:**
- 27
- 28 Badge
- 29 Police Hat Shield
- 30 Awards, decorations, and insignia
- 31 Police identification card
- 32 ~~OC chemical agent w/carrying case~~
- 33 All department patches
- 34 Ballistic vest (replaced according to manufacturer's specifications)
- 35 Replacement of ballistic vest carrier that is unserviceable
- 36 Radio w/shoulder microphone, recharger, and two batteries
- 37 Batteries
- 38 ~~Riot helmet~~
- 39 ~~Riot baton~~
- 40 ~~Gas mask~~
- 41 Handgun, w/three magazines, and initial holster (if the division changes models of handguns)

1 All tactical unit and specialty unit initial issue uniforms, equipment, and weapons (including, but  
2 not limited to SOG, Bike Patrol, K-9, Honor Guard, etc.)

3  
4 \*\*\* Current ~~General Order, Chapter 5, Section 15, Uniforms and Appearance, dated 04-07-2000, Policy 1024~~ will govern the number of required items per officer.

5  
6 \*\*\* The Labor Relations Committee must come to an agreement prior to adding or deleting  
7 items to/from the Quartermaster List.

8  
9  
10  
11  
12  
13

1  
2  
3                   **ARTICLE 35**  
4                   **VACATION**  
5

6           **Section 35.1.** After one (1) year of employment with the City of Newark, each full-time City  
7 employee whose established work week is forty (40) hours shall have earned eighty (80) hours of  
8 vacation due upon attainment of the anniversary of the first year of employment, and thereafter,  
9 each employee shall accumulate vacation hours each two (2) week pay period based on the  
10 following scale:

11           ***Accumulated***

12           Per

<u>Years of Service</u>	<u>Pay Period</u>	<u>Year Amount</u>
Beginning the 2 <sup>nd</sup> year through end of the 5 <sup>th</sup> year	3.9 hours	100 hours
Beginning of 6 <sup>th</sup> year through end of the 12 <sup>th</sup> year	4.6 hours	120 hours
Beginning of 13 <sup>th</sup> year through end of the 18 <sup>th</sup> year	6.2 hours	160 hours
Beginning the 19 <sup>th</sup> year through end of the 25 <sup>th</sup> year	7.7 hours	200 hours
Beginning the 26 <sup>th</sup> year and beyond	9.2 hours	240 hours

33           **Section 35.1.1** For employees hired after July 1, 2011, the following vacation schedule applies:

<u>Years of Service</u>	<u>Accumulated Per Pay Period</u>	<u>Year Amount</u>
Beginning the 2 <sup>nd</sup> year through end of the 5 <sup>th</sup> year	3.1 hours	80 hours
Beginning of 6 <sup>th</sup> year through end of the 10 <sup>th</sup> year	4.6 hours	120 hours
Beginning of 11 <sup>th</sup> year through end of the 20 <sup>th</sup> year	6.2 hours	160 hours
Beginning the 21 <sup>st</sup> year		

1	through end of the 25 <sup>th</sup> year	7.7 hours	200 hours
2	Beginning the 26 <sup>th</sup> year and beyond	9.2 hours	240 hours

6 **Section 35.2.** Accrued vacation leave may be taken based on the amount of vacation  
7 accumulation shown on the employee's paycheck.

9 **Section 35.3.** Employees are encouraged to take vacation leave commensurate with the amount  
10 of vacation leave earned each year. As of December 31<sup>st</sup> of each calendar year, employees are  
11 limited to a maximum accrual equal to three (3) times their current annual accrual rate. This  
12 Section does not prohibit an employee from having more than three (3) years worth of vacation  
13 accrual until the December 31<sup>st</sup> calendar date. Vacation schedules are to be determined by the  
14 department head. Due consideration for individual employee convenience and seniority will be  
15 given, but the needs of the City in scheduling workloads will be the controlling factor. Vacation  
16 requests for the year should be submitted by January 31<sup>st</sup>. All requests submitted by January 31<sup>st</sup>  
17 shall be honored based on seniority and subject to operational demands. All requests for vacation  
18 after January 31<sup>st</sup> will be on a first come basis. Vacation requests submitted after January 31<sup>st</sup>, for  
19 the three (3) days following the day of the request shall be answered at least twenty-four (24) hours  
20 prior to the beginning time of the time off. All other requests shall be answered within forty-eight  
21 (48) hours of the request. Once vacation time off is approved, it shall stand approved.

22  
23 **Section 35.4.** Upon termination or separation from employment, an employee is entitled to  
24 compensation at his current rate of pay for any accrued and unused vacation leave.

25  
26 **Section 35.5.** For purposes of the buyout provisions of Sections 4 of this article the phrase  
27 "accrued and unused vacation leave" refers to the accrual method set forth in Section 1 of Article  
28 35.

30 **Section 35.6** In the case of the death of a City employee, the accrued and unused vacation leave  
31 shall be paid in accordance with appropriate Probate laws.

32  
33 **Section 35.7** No charge shall be made against an employee's accumulated vacation leave for  
34 lawful holidays.

ARTICLE 36  
HOLIDAYS

**Section 36.1.** Sworn officers of the Division of Police will observe the following holidays, unless the Employee's presence on the job is deemed essential by the Chief:

- A. New Year's Day (January 1)
- B. President's Day (3rd Monday in February)
- C. Memorial Day
- D. Independence Day (July 4)
- E. Labor Day (1st Monday in September)
- F. ~~Columbus Day (2nd Monday in October)~~Juneteenth (June 19)
- G. Veterans Day (November 11)
- H. Thanksgiving Day (4th Thursday in November)
- I. Christmas Eve
- J. Christmas Day (December 25th)
- K. New Years' Eve
- L. Three Floating Holidays

**Section 36.2.** When a bargaining unit member of the Division of Police is required to work and works, he/she will be paid at one and one-half (1-1/2) his/her regular rate of pay for those hours worked. The regular rate of pay will include shift differential if applicable. This pay will be in addition to the employee's Holiday pay. If any Holiday falls on any employee's scheduled day off, the Employee will be paid his/her regular pay even though he/she does not work.

**Section 36.3.** Floating holidays will consist of any three (3) days of the year which are selected by the employee. The floating holiday cannot be converted to cash and must be taken within the calendar year of their occurrence. Employees must schedule/notify his supervisor at least twenty-four (24) hours in advance of days the employees wish to use a floating holiday.

**Section 36.4.** When an employee is required to work overtime on the holidays listed in Section 36.1, the employee shall be compensated at a rate of two times (2X) his normal rate of pay. Beginning January 1, 2012, all [BLUE CBA:~~Deputy Chiefs~~] [GOLD CBA:~~captains~~] and Non-Patrol Bureau personnel of the Division of Police will not be scheduled to work on holidays listed

1 in Section 36.1 unless the employee's presence on the job is deemed essential by the Chief of  
2 Police.

3

4 Overtime is defined as being called into work when having the days scheduled off or  
5 required to work more than the normal shift.

6

7

8

9

## **BLUE UNIT & GOLD UNIT**

## ARTICLE 41 MISCELLANEOUS

**Section 41.1. Composition.** The Police Division of the City shall be composed of a Chief of Police and such other officers and personnel as Council shall, from time to time, determine.

**Section 41.2. Duties Generally.** The duties of the members of the Police Division shall be such as may be prescribed from time to time by either the Chief of Police or the Director of Public Safety.

**Section 41.3. Vehicles.** There will be no take home vehicles provided by the City or the Division of Police, except at the discretion of the Chief of Police. 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. An employee found guilty of serious misconduct in the use of a departmental vehicle may have the vehicle use removed through the disciplinary process.

**Section 41.4. Duty Weapon Purchase** Upon a bargaining unit member completing at least 15 years of police service with the City of Newark (including any military or service buy back as defined by the Police and Fire Pension Board) or a disability retirement due to a work related injury (other than psychological), that bargaining unit member upon leaving employment of the City of Newark ~~in good standing~~ shall be permitted to purchase his/her regular duty weapon and their Division-issued badge for the sum of One Dollar (\$1.00). Any Bargaining Unit Member who purchased his badge in the 2016 badge change shall not be required to repurchase it at separation.

## **Section 41.5. Personal Days.**

1. Each employee is entitled to two (2) PAID personal days a year. These days do not have to be pre-approved, the employee only needs to call his/her Supervisor and advise the employee is taking a personal day. The Employer may deny requests for personal days where it would unduly disrupt the operations of the Division. **[BLUE CBA ONLY:** Employees may not utilize compensatory time off if it would require other employees to work involuntary overtime to maintain minimum staffing levels.]
2. If an employee elects to take a personal day on a Holiday the employee will only be compensated at their regular rate of pay for that shift. Holiday pay, as spelled out in Article 36 Section 36.2 will not be permitted when using a personal day on a Holiday.

## Section 41.6 Payout of Vacation, Sick Leave and Compensatory Time.

All Bargaining Unit Members will receive a single payout in accordance to IRS regulations of accumulated compensatory time, vacation, and sick leave at the time of retirement.

## **BLUE UNIT & GOLD UNIT**

## **ARTICLE 46**

### **DURATION OF AGREEMENT**

**Section 46.1.** This Agreement shall be effective as of January 1, 2020, and upon execution  
and shall remain in full force and effect until September 30, 2025.

**Section 46.2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice ~~of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty five (45) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent in accordance with Chapter 4117 of the Revised Code and SERB's rules.~~

**Section 46.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the F.O.P. for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement except as required by Ohio law.

**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 or Acting Chief of Police for the City of Newark, Ohio, in charge of the Newark Police Division;
- D. "Chief's Designee" A person directly appointed by the Chief for a specific situation or function.
- E. "Commission" means the Civil Service Commission;
- F. "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;
- G. "Employee" means all persons occupying those positions which have been determined by this Agreement as being appropriately within the bargaining unit;
- H. "Employer" means the City of Newark, Ohio;
- I. "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;
- 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. "Standby" means specific incident or event with the possibility of needing sufficient manpower. Standby pay is an incident based system of compensation.

S. "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;

T. "Violations (Serious)" means any violations or a series of minor violations which results in suspension, reduction of rank or a dismissal.

U. "Quartermaster Fund" means all monies originally allocated in the permanent annual budget(Acct.# 217.203.5238100) of the Employer pursuant to Article 28 to supply or replace police related uniforms, civilian attire, and personal police equipment necessary and approved to perform the police function. It does not include the purchase of firearms or ballistic vests provided to officers.

V. "Flex schedule" means scheduling starting times and ending times to accommodate the specialty jobs listed in Article 26 Section 26.1. A workday will still consist of 8 or 10 consecutive hours, depending on the schedule the employee is working. Employees will not be required to split shifts.

W. "Counseling" means constructive corrective action taken by a supervisor to improve performance deficiencies of a minor easily correctable nature. Counseling sessions will be the preferred course of action for minor offenses. These counseling sessions may be written, oral, and/or include training.

**ADDENDUM B****[DELETE EXISTING TABLE AND REPLACE]****Police Pay  
Rates**

	Effective 8/1/2023		Effective 1/1/2024		Effective 1/1/2025	
	BASE HOURLY RATE	Base rate x 2080 hours	BASE HOURLY RATE	Base rate x 2080 hours	BASE HOURLY RATE	Base rate x 2080 hours
	7%		4%		4%	
Non-Certified	\$21.8473	\$45,442.48	\$22.7212	\$47,260.18	\$23.6301	\$49,150.59
PO 0-12 Mo.	\$24.7213	\$51,420.33	\$25.7102	\$53,477.15	\$26.7386	\$55,616.23
PO 13-24 Mo.	\$27.7664	\$57,754.18	\$28.8771	\$60,064.35	\$30.0322	\$62,466.92
PO 25-36 Mo.	\$31.4128	\$65,338.53	\$32.6693	\$67,952.07	\$33.9760	\$70,670.15
PO 37-120 Mo.	\$32.7995	\$68,223.06	\$34.1115	\$70,951.98	\$35.4760	\$73,790.06
PO 121+ Mo.	\$34.1293	\$70,988.92	\$35.4945	\$73,828.48	\$36.9142	\$76,781.62
SGT	\$40.2726	\$83,766.93	\$41.8835	\$87,117.60	\$43.5588	\$90,602.31