

Thu, 07/13/2023 01:54:37 PM SERB

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

City of Newark

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Case Nos. 2022-MED-07-0665
2022-MED-07-0666

Fact-Finding Report and Recommendation

Before Sarah Rudolph Cole, Fact-finder

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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

A handwritten signature in cursive script that reads "Saul Cole". The signature is written in black ink and is positioned above a horizontal line.

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.]

BLUE UNIT & GOLD UNIT

ARTICLE 19
PERSONNEL FILES

Section 19.1. Records of Discipline

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

Section 19.2. Reviewing Personnel Files

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

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

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

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

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

Section 19.3. Reviewing Personnel Files

A. By Bargaining Unit Members

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

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

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

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

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

B. By Non-Bargaining Unit Members

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

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

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

Section 19.4. Counseling Records

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

Section 19.5. Events Tracking System

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

Section 19.6. Overturned Disciplinary Action

Any disciplinary action which is modified through the grievance procedure shall be so noted in the personnel file and, if completely reversed, shall be, regardless of the schedule set 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.

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

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

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

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

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

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

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

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

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,

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

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

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

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

Section 21.5. Promotional Probationary Period

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

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

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. 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 st Shift	0730 hours to 1730 hours
2 nd Shift	1700-1600 hours to 0300-0200 hours
3 rd 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 sign-up 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".

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

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

Section 26.2. Overtime

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

A. Compensatory Leave Time:

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

Employees shall elect the date on which they wish to schedule their compensatory time off and shall request the time off at least two (2) days in advance, except in emergencies. The employee must have the advance approval of the immediate supervisor or Deputy Chief before any compensatory time is used. The immediate supervisor or Deputy Chief shall consider the operational needs of the Division before granting compensatory time off, and may deny requests for compensatory time off 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.

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

18
19
20 B. Cash Payments:
21

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.

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

Section 26.4. Overtime Call-In Procedure

A. UNPLANNED PATROL VACANCIES

Step # 1

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

Example 1.

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

Example 2.

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

Step #2

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

Example 1.

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

Step #3

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

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

B. PLANNED OVERTIME VACANCIES – EVENTS

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

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

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

C. NOTIFICATION FOR UNPLANNED AND PLANNED OVERTIME

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

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.

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11
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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 5th year through the completion of the 9th year of continuous service \$.21 per hour.

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

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

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

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

Payment of longevity compensation will be added to the employee's hourly base rate of pay.

BLUE UNIT & GOLD UNIT

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 1st and November 15th each year. After November 15th 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

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

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

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

Section 28.7. Quartermaster Items – Authorized List

General uniform requirements:

[GOLD CBA: Class A Uniform]

[BLUE CBA: Class B Uniform]

Duty hat
L/Sleeve uniform shirt
S/Sleeve uniform shirt
Uniform trousers
Duty jacket w/liner
Raincoat
Rain cover for hat
Duty shoes/boots
Trouser belt
Tie (clip-on or Velcro) w/tie bar
Metal nameplate
Black socks
T-shirts (white or black)
Badge
Service stars
Pistol duty belt
Belt keepers
Handcuffs (hinged or chain) with key(s)
Handcuff case
Handgun Holster
Magazine pouch
Flashlight (rechargeable) w/appropriate holder
Nylon duty bag

Citation book holder
Report book holder
Working cell phone with ~~testing~~ texting capabilities/voice capabilities provided by the employee,
and carried on duty at all times.
Cell phone (no tablets, etc.)
Cell phone accessories, charger, battery, protective case, etc.

Military or flag pin

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

Additional uniform items, optional:

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

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

Baton w/case

Folding knife w/case

Leatherman type tool w/case

Extra handcuffs w/case

Whistle and chain

Rubber gloves w/pouch

Leather frisk gloves

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

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

Business cards

Car seat organizer

Cassette tape recorder

Safety glasses

Badge holder/wallet

Off duty holster(s)

Traffic wands to fit officer's flashlight(s)

Additional uniform(s)

Cold weather boots

Tactical mirror

Flashlight bulbs

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

Shoelaces

Rain gear (tops, bottoms, ponchos)

Hearing protection

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-~~
5 ~~2000, Policy 1024~~ will govern the number of required items per officer.

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

BLUE UNIT & GOLD UNIT

ARTICLE 35
VACATION

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

Accumulated

Per

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

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 nd year through end of the 5 th year	3.1 hours	80 hours
Beginning of 6 th year through end of the 10 th year	4.6 hours	120 hours
Beginning of 11 th year through end of the 20 th year	6.2 hours	160 hours
Beginning the 21 st year		

through end of the 25 th year	7.7 hours	200 hours
Beginning the 26 th year and beyond	9.2 hours	240 hours

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

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

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

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

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

Section 35.7 No charge shall be made against an employee's accumulated vacation leave for 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

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

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

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 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.

BLUE UNIT & GOLD UNIT

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