

**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of Conciliation Between

Fraternal Order of Police, Lodge 127 and
Ohio Labor Council, Inc.
Sergeants/Chief Detective Bargaining Unit

Employee Organization
And

Case Nos. 2013-MED-10-1292
2013-MED-10-1293

City of Newark, Ohio

Conciliator: Jerry B. Sellman
Date of Report: September 3, 2014

The Employer

REPORT AND AWARD OF CONCILIATOR

APPEARANCES:

FOR THE EMPLOYEE ORGANIZATION:

Mr. Chuck Choate - Staff Representative FOP/OLC Inc., representing the Union

FOR THE EMPLOYER:

Jonathan Downes, Esq. - Attorney with Zashin & Rich CO, L.P.A., representing the City of Newark, Ohio

Preliminary Information

This matter concerns an examination of unresolved issues between the City of Newark, Ohio (hereinafter referred to as the “Employer” or the “City”) and the Fraternal Order of Police, Lodge 127/ Ohio Labor Council, Inc. (hereinafter referred to as the “FOP” or “Union”) under the terms of a successor Collective Bargaining Agreement for the full-time Police Officers (Segment A) and sworn Police Officers holding a supervisory position with the exception of the Chief of Police (Segment B) which expired December 31, 2013. The parties signed an extension agreement for fact-finding through March 28, 2014. Segment A is currently comprised of 54 Police Officers. Segment B is comprised of 11 Sergeants and 4 Captains.

The Newark City Police Department serves approximately 47,500 citizens and is responsible for providing safety services on a city-wide basis. The City of Newark covers 19.7 square miles within Licking County, Ohio. The Police Department was comprised in 2010 of one chief, four captains, eleven sergeants, and 54 full-time police officers, for a total of 81 sworn officers. Currently, there are only 54 full-time police officers and 16 supervisors for a total of 70 sworn officers. Reduction in sworn officers has been by attrition. There are currently 18 civilian employees, all of whom are represented by the American Federation of State, County, and Municipal Employees (the AFSCME employees are not subject to this hearing). There have been layoffs and attrition of 16 AFSCME positions and 3 layoffs from non-union positions since 2010.

This matter involves one (1) bargaining Agreement which includes two bargaining units as indicated above: Segment A represents those individuals who have completed their probationary period and are employed full-time in the classification of “Police Officer,” and Segment B which represents all sworn police officers holding a supervisory position with the

exception of the Chief of Police.

When negotiating the terms of a successor Collective Bargaining agreement to commence in 2014, the parties mutually agreed on a majority of issues. Unable to reach an agreement on all issues, a Fact-finding hearing was held on March 28, 2014 before Fact-finder Michael D. McDowell. Three issues were submitted to the Fact-finder for resolution: Wages, Longevity and Uniform Quartermaster. On May 28, 2014, the Fact-finder issued his report recommending that (1) the wages for the bargaining unit not be increased for 2014, and that wages be increased by 1 % effective January 1, 2015, and increased by 1.5% effective January 1, 2016; (2) the current contract language concerning longevity be retained; (3) the Quartermaster payment be increased to \$750 for 2014, that it be increased to \$850 in 2015, and that it be increased to \$950 in 2016; and (4) adopted for recommendation all matters previously and tentatively agreed to by the Parties. The Fact-finder's Recommendations were accepted by the Employer and were rejected by the Union.

The State Employment Relations Board (SERB) duly appointed the undersigned as the Conciliator on June 13, 2014. The Parties mutually agreed to hold a Conciliation hearing on August 11, 2014. Pre-hearing statements were submitted by the parties and the Conciliator considered the arguments and documentation submitted by each Party on the following issues:

- Article 24 - Wages
- Article 27 - Longevity
- Article 28 - Uniform Quartermaster

A Conciliator is required to select the offer of one party or the other without modification. The selection between the final offers is based upon the criteria set forth in Section 4117.14(G)(7) of the Ohio Revised Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;

- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (e) The lawful authority of the public employer;
- (f) The stipulations of the parties;
- (g) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

ISSUES

The following summarizes the positions of the parties, the evidence and arguments offered in support of each party's wage proposal, the Conciliator's analysis and the Conciliator's Award on the issue presented. In issuing an Award, the Conciliator considered all of the proposals of the parties collectively, the tentative agreements and other fringe benefits as well as compensation received by other City employees.

ARTICLE 24 **WAGES**

Final Offers on Wages

The Employer proposes a zero percent (0%) increase in wages for 2014, a one percent (1%) increase in wages effective January 1, 2015 and a one and one-half percent (1½%) increase

in wages effective January 1, 2016. Employees eligible for step increases during the term of the Agreement receive those steps for the period of the Agreement. The increases are included in the increase to the wage scale to the Agreement.

The Union proposes that bargaining unit members receive salary increases of zero percent (0%) increase for 2014, a one and one-half percent (1½%) increase for 2015, and a one and one-half percent (1½%) increase for 2016.

The Position of the City

At Fact-finding, the Employer proposed a 0% increase in wages in 2014 and a reopener each year in 2015. Its proposal was based upon evidence demonstrating that the City of Newark's financial condition was not prosperous. Evidence presented to the Conciliator was substantially the same as presented to the Fact-finder. Financial information, budget, and demographic data regarding the City of Newark, the City of Newark Police Department and comparable cities were submitted to the Conciliator.

The City has been impacted by declining economic conditions which predated the current (2011-2013) Collective Bargaining Agreement with the Union. The City's general revenue funds (GF) since 2011 have declined as a direct result of the elimination of the Estate Tax, reductions in the Local Government Funding by the State of Ohio, declines in intangible property taxes and a decline in other GF revenue sources.

The City's GF revenues were at a high in 2007 at \$30,480,000; it is projected to be \$24,739,000 in 2014. This decline has required the City to reduce the number of City employees, mostly in the non-safety forces, and either reduce or eliminate City services.

The reduction of Local Government Funds was over \$1.3 million, from \$2.4 million in 2008 to \$1.1 million in 2013. Revenues from estate taxes dropped from \$1.1 million in 2007 to

\$19,000 in 2014 budgeted. No further Estate Tax will be collected for estates filed in 2013 or later.

The demographic and tax base of the City demonstrates the challenges the City will encounter. Over 44% of the residences in Newark are rental. The AGI per household and other benchmark comparisons demonstrate that the City is in an inferior position to other similar sized and comparable cities in the approximate geographic region and beyond and in some measures, below pre-recession levels.

Declines in the above revenue sources have been offset, albeit not balanced, with revenues from the City's 1.75% income tax and the School 1% income tax for a total of 2.75%. This is much greater than any comparable City and a demonstration of the ongoing efforts of the City to find ways to increase revenues to meet its budgetary requirements. User fees already exist, such as EMS fees used to offset costs in the Fire Department and vehicle license plate fees to offset the expenses in repairing and maintaining the roadways and bridges.

While the population in Newark increased from 2000 to 2010 by 2%, the population living in poverty is 21.3% in 2012, up from 20.2% in 2009. Food stamp recipients increased from 13,803 in 2008 to 31,705 in 2013 in Licking County. City residents are not separately tracked for food stamps.

The Adjusted Gross Income (AGI) for tax returns filed in Newark was \$23,625 in 2000, \$22,265 in 2008 and further declined to \$21,576 in 2011, the most recent year available from the Ohio Department of Taxation.

Another economic benchmark the City relied upon is the federal AGI by school district. The City's AGI amounts are greater in comparison to other comparable cities, due to the inclusion of non-city residents in the school district, but are nonetheless at the lower end of the

income scale with comparable cities.

The Median Household Income (MHI) of the City shows a decline from 2009 at \$39,541 to 2012 at \$38,024; a decline of \$1517 or a negative 3.8%. The City has the third largest decline of the thirteen (13) comparable cities.

The City has been in deficit spending the past several years. The City has had to draw on available cash reserves (budget stabilization fund) to meet its financial obligations in the past and will again in 2014. The City does not have any unappropriated funds in the 2014 budget. As a result, any unexpected expenses will result in transfer from other budgeted accounts (reductions).

Although the City has been able to maintain a relatively high Bond Rating by Moody's of Aa3, almost all of the City's debt is General Obligation debt that relies on the General Fund and Capital funding. The City argues that with its current fiscal position and several years of deficit spending, the bond rating will be at risk if the deficit spending is not brought under control.

The City's carryover balance is far below the recommended levels of 17%.

The City's economic base for its City Income Tax is shifting. There are lower paying jobs in the area, which result in lower tax collections.

The City recognizes that many of these substantial changes and economic issues were addressed in the 2011-2013 Police Collective Bargaining Agreement. Wages were held at status quo for a year and then slightly increased, the Pension Pickup was reduced, Quartermaster payments were reduced, and Insurance contributions by the employees were increased. These changes placed the bargaining unit members roughly in the same economic position as in the previous contract or status quo. There were no health premium increases to employees in 2013 or 2014 as the City's self-insurance plan reserves were sufficient as there were no catastrophic cases beyond the funded level.

The Employer's economic proposals are reflective of the City's financial condition. The City's safety forces are paid out of the General Fund. Of the City 1.75% income tax, .5% is dedicated solely to safety forces. This equates to approximately \$2 million tax revenue out of an \$8.2 million budget for police and another \$2 million revenue for fire out of an \$8.2 million budget for fire. Another \$2.6 million is for courts and probation.

The General Fund's revenue and expenses are not balanced and, as indicated above, the City has experienced several years of deficit spending. In 2010, the City had a \$1.3 million carryover, which only represents a 4% carryover. To create this carryover, the City Auditor had to transfer funds from other sources in order to balance the budget. This carryover was made possible by one time actions including by transferring \$800,000 from the City's Workers' Compensation fund, \$400,000 from the City's Budget Stabilization Fund (rainy day fund), relying on a zero percent wage increase for all City employees, including Police Department and Fire Department employees, relying on a zero percent increase in benefit costs, and instituting eleven layoffs and vacancies by attrition in 2010 alone. The 2010 carryover also was created with other reductions in expenditures, reductions-in-force and attrition. This was a benchmark year and allowed some breathing room for a short time. Since 2010, budget deficits have been addressed more by reductions in services then reductions in personnel.

Since 2006 the City has laid off or not filled 78 positions (15% of its workforce) and has completely abolished two departments.

Budgets for all GF departments have all been reduced. The relative share between the GF Department budgets has continued for the past several budget cycles; all GF Departments have had comparative reductions. The total reduction for the GF Departments has been over \$3 million of a \$30 million budget between 2008 and 2013. Capital improvements budgets have

been reduced. The projections for GF revenue in 2014 and beyond are for further decline. Non-bargaining unit employees have not had pay raises.

The Police Department through attrition now has eleven (11) fewer road patrol officers at 54, down from 65 patrol officers in 2010 in addition to reduction in civilian positions. The Fire Department has experienced similar reductions in staffing through attrition.

The City's 2014 police budget is below the 2010 level. Any further hits to the police budget, either through the negotiated agreement or loss of funding, will result in additional cuts within the Police Department, including personnel, and other GF departments. The City must be cautious in agreeing to any wage increase or other economic benefits for such can result in further reduction of fundamental services for which the citizens of Newark pay taxes.

The Police Department will continue to face unexpected costs. Because there are no unappropriated funds in the 2014 General Fund, reductions in line items and transfers of funds must occur to address unexpected costs. In 2014, the Police Department will pay for a mandated upgrade to the LEADS computer system and necessary software at a cost of \$118,000.00. Half of the costs will be transferred out of the salary account and half from capital improvements.

Capital improvements have been dramatically reduced throughout the City and in the Police Department. The Police Department has an aging fleet and only one (1) police cruiser is included in the 2014 police budget.

The City recently agreed to a February 2014 fire contract fact finding report. The City Administration opposed adoption, but the Council adopted the report 6 to 4. The Fire Union also adopted the recommendation. The report recommended various economic items including:

- Gradual restoration in years 2 and 3 of the uniform allowance to \$950
- Wages at 0% for 2013, 1½ % for 2014, 1½ % for 2015

- Rank differential to match current police rank spread
- Health Care Committee responsibilities and failsafe provisions for the City
- Rejection of all other union proposed economic items

The report contained extensive explanation of the economic and budget decline of the City yet included economic increases without explanations on how to fund those increases or where to reallocate monies or reduce manpower or services.

It should also be noted that in 2011 the Conciliator in the fire contract negotiations awarded the City's proposal to remove the minimum manning provision from the fire contract. The result was a reduction of overtime costs of over \$400,000 annually in the fire department.

The City expressed its obvious quandary. There is the fire fighter fact-finding report which provides for economic increases for Fire Department employees with no additional funds current or anticipated for those items and a diminishing workforce. Reductions in the workforce have been the only means available in the past three (3) years to offset the reductions in revenue.

A contract with the AFSCME bargaining unit was settled and approved with the same wage scale increases proposed in this Conciliation; the contract had only a few minor other modifications. The City noted that only 20% of the cost of the AFSCME positions are funded by GF and are funded from enterprise funds, such as water, wastewater, road tax, and the like. Also, the civilian positions of AFSCME were the hardest hit in the reductions-in-force.

The City's Offer on wages is what the Fact-finder awarded in this matter and is the same as agreed with the AFSCME group. The AFSCME settlement was after both the fire and police fact findings.

The Position of the Union

The Union sought a two percent (2%) increase for each year of the three year term of the

Agreement before the Fact-finder. Beginning in 2009, the Police Department has returned money to the general fund every year; the largest return was in 2011, at 9.8% of the overall budget. The amount returned in 2013 was 2.7% of the budget. The Union asserts these “left over funds” could have funded the Union’s proposals in the past. The Union also notes that significant amounts of EMS fees are collected and that those funds have been used to eliminate General Fund deficits and could be a source of funding for its proposals here.

The Union would have given consideration to the Fact-finder’s recommendation, but prior to the Union’s vote on this Fact-finding Report, it became known to the Unit that the Fire Department and the City had agreed to their fact-finding recommendation of 0%, 1.5% and 1.5%, which was greater than the 0% increase in 2014, and a reopener each year in 2015 and 2016 that the City was seeking in Fact-finding. This fact caused the wage recommendation to be rejected. The Union wants to be treated equitably with other service organizations in the City. The Union members gave the same concessions on other issues in the Agreement as did the Firefighters, such as insurance concessions, and should not be offered a lesser pay increase than was offered to them in an overall package. As such, the Union seeks the same package as received by the other Unions: 0%, 1.5% and 1.5%

Analysis

The City of Newark has transitioned through tough economic times since 2008. With lack of revenues to support the ongoing operations of the City, all employees, including this bargaining unit, agreed to wage freezes and/or reductions. The City took bold measures to reduce the workforce, reduce services and curb wages and benefits. It also was successful in increasing revenues from taxes at a time the State reduced its funding to it and revenues from estate taxes slowly disappeared. Through prudent fiscal management, it appears that the City is on course to

start to turn around, however slowly. Both parties negotiating the new collective bargaining agreement to be effective January 1, 2014, recognize that the recovery is totally not complete.

When one examines the level of pay received by members of this bargaining unit, the reductions in force that have increased duties of the officers and the increases given to other bargaining units, it is understandable that the bargaining units believe some increase is justified, particularly since living expenses have continued to rise. The City also recognizes that increases are necessary to not only address these issues, but to ensure that the Citizens of Newark continue to receive the level of safety forces necessary protect the community. To determine which proposal should prevail, the Conciliator must consider in this case the impact of any increase in wages on the interest and welfare of the public, the ability of the public employer to finance and administer the step increases proposed, the effect of the adjustments on the normal standard of public service, and the wages of other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.

The evidence demonstrates that while deserving, the City simply cannot afford to pay increases to the Bargaining Unit Members in excess of that offered. As such, the Conciliator must select the Employer's final offer.

In order for the City to move toward an end to deficit spending, it must be successful in decreasing expenses to balance the budget. Fortunately the City Income Tax and School tax will help increase revenues, but it must be prudent in wages increases. While wages are only one line item affecting the budget, it is always a big one.

The Union pointed out the increases given to other bargaining units, which the City readily admitted. The City's final offer is in line with those agreements and the adoption of its

final offer is consistent with the treatment given to the other bargaining units. While it is not exactly the same, the Conciliator is of the opinion that the treatment of the Longevity and Quartermaster Payment issues provide a balance of wages and benefits that the City can afford and is fair to this bargaining unit.

Based upon the economic factors presented, the current wages of the members of the bargaining units relative to the employees in the bargaining units with those related to other public and private employees doing comparable work as cited, giving consideration to factors peculiar to the area and classification involved, the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service, I find the last best offer of the City to be appropriate in this case.

Award

The Conciliator selects the City's final offer that the wage scale for 2014 remain the same as the wage scale for 2013 and that the wage scale increase by 1% (one percent) in 2015 and 1½% (one and one-half percent) in 2016, effective January 1 of each year. Employees eligible for step increases during the term of the Agreement receive those steps for the period of the Agreement. The increases are included in the increase to the wage scale to the Agreement. See Exhibit A setting forth the language in Article 24.1 concerning Wages.

ARTICLE 27: WAGES - LONGEVITY

Final Offers on Wages - Longevity

The Employer's offer is that the longevity payments in Article 27 remain at the current levels and that employees eligible for increases during the period of the contract receive those increases.

The Union's offer is that the longevity payments in Article 27 remain at the current levels and that employees eligible for increases during the period of the contract receive those increases.

Analysis

No analysis is needed. The offers of the City and the Union are the same, which also mirrors the recommendation of the Fact-finder.

Award

The Conciliator selects the final offer of the Union (same as the City) that the longevity payments in Article 27 remain at the current levels and that employees eligible for increases during the period of the contract receive those increases.

ARTICLE 28: UNIFORM QUARTERMASTER

Final Offers on Uniform Quartermaster payments:

The Employer's offer is that Section 28.1.1 be amended to increase the uniform allowance from \$625 to \$950 for 2014, 2015, and 2016.

The Union's offer is the return to the full uniform quartermaster amount of \$1,250 per year as it existed before the Concession Memorandum. The Union proposes to increase the uniform quartermaster payments per year as follows: for 2014 \$950.00; for 2015 \$1,050.00; and for 2016 \$1,250.00. Any officer hired after July 1 of the previous year shall have an amount equal to one-half of the amount placed in the account for the current year and the full amount for each year after.

The Position of the Employer

The City offers an increase in Quartermaster payments that reflects the award of the Fact-

finder: a gradual restoration of the partial suspension of the uniform allowance in 2011. It argues the Union has not indicated at any time during the negotiations that the current amount is insufficient to address the needs of its members. Officers already have a substantial list of “uniform” items from which they may make purchases. Historically, much of the annual uniform allowance has been converted to cash along with other contract options for cash conversions. The City points out the gradual increase sought by the Union will cost the City over \$43,000.00 for the contract period. While it is willing in its proposal to pick up a significant portion of these costs, it should not be required to fund the entire amount sought by the union. These payments will have an immediate and direct impact on the availability of funds for payroll and insurance costs.

The Fact-finder in the fire negotiations continued the reduced amount for the fire union contract with only a gradual restoration in the last two years of the fire contract. The City also proposed maintenance at the prior level for the fire contract. The proposal for police is above the amounts recommended by both the Fact-finder in this contract as well as by the Fact-finder for the fire fighters contract.

The Position of the Union

This is a hot button issue for the bargaining unit because they offered a “temporary concession” of their quartermaster stipend when the City asked for its help. The members feel that they have been betrayed by the Employer on this issue. The Union argues that the City is trying to turn what was a voluntary concession into a permanent reduction. The Union understood the economic struggles of the City, which is why it voluntarily reduced this stipend in the first place.

As was the case with wages, the City and the Fire Department both agreed in adopting

the Fact-finder's Report and Recommendation to take the Fire Unit's quartermaster stipend back to its original amount, albeit graduated over the next contract cycle. Adoption of the Union's last best offer will bring parity between the two safety forces in Newark. The Union is agreeable to delaying the full amount of payments to officers hired after July 1 of the previous year. Such officers shall be entitled to an amount equal to one-half of the amount placed in the account for the current year and the full amount for each year after.

Analysis

The evidence is compelling that the reduction of the Quartermaster stipend was to be temporary. While the City has proposed an increase in the stipend, it does not restore the bargaining unit to its original amount, nor does it bring the increase up to what was agreed to with the Firefighters. These funds are used by the officers to purchase required uniforms and equipment approved and used by sworn officers of the department. Without the Quartermaster payment, police officers would be required to pay for required uniforms and equipment out of their wages. In light of the recommended wage package and the agreement on Longevity, it is the opinion of the Conciliator that the Uniform Quartermaster payments should be gradually restored to its original amount as proposed by the Union.

Award

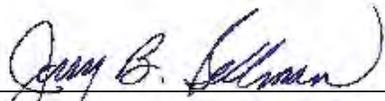
The Conciliator selects the final offer of the Union that Effective 1-1-14, the Uniform Quartermaster fund shall be \$950.00; effective 1-1-15, the Uniform Quartermaster Fund shall be \$1,150.00; effective 1-1-16, the Uniform Quartermaster Fund shall be \$1,250.00. Any officer hired after July 1 of the previous year shall have an amount equal to one-half of the amount placed in the account for the current year and the full amount for each year after. See Exhibit B setting forth the language in Article 28 concerning Uniform Quartermaster Payments.

Conclusion

After due consideration to the positions and arguments of the parties and the criteria enumerated in ORC §4117.14(G)(1) and ORC §4117.14(G)(3) regarding the scope of the issues before the Conciliator and ORC 4117.14(G)(7), the Conciliator awards the last best offer of the City on the issue of Wages, the joint offer of the parties on Wages-Longevity and the last best offer of the Union on Uniform Quartermaster provisions. At the mutual request of the parties, the Conciliator also awards the tentative agreements reached by them.

This concludes the Conciliator's Report and Award.

September 3, 2014
Columbus, Ohio



Jerry B. Sellman

Exhibit A

Section 24.1. Wage Table The wage scales for the employees covered by this Agreement are attached as Addendum B. The wage scale for 2014 will be the scale for 2013. **The wage scale will be increased by one percent (1%) effective January 1, 2015 and by one and one-half percent (1½%) effective January 1, 2016.**

All months listed above 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 as determined by the City.

Sergeant Wages.

1. Sergeants shall serve a promotional probationary period of six (6) months. Failure of probation shall result in the Sergeant being returned to patrol ranking.

Sergeant Rank Differential shall be 18% above top step patrol wages

Captain Wages

Captain rank differential shall be 20% above the top step Sergeant wage scale.

Exhibit B

ARTICLE 28

UNIFORM QUARTERMASTER

Section 28.1 Effective 1-1-14 the Quartermaster fund shall be \$950.00. Effective 1-1-15 the Quartermaster Fund shall be \$1,150.00. Effective 1-1-16 the Quartermaster Fund shall be \$1,250.00. 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 respective amount of money as listed above per year minus the cost of any items purchased through the Quartermaster Fund. 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. Any officer hired after July 1 of the previous year shall have an amount equal to one-half of the amount placed in the account for the current year and the full amount for each year after.

Section 28.2 The City shall supply no less than one-half of the funds as per Section 28.1 by January 1 and will add the balance of the fund by July 1 of each year. 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 Newly appointed officers shall be supplied with all the required uniforms and equipment. The monies to supply new officers will come from the Uniform and Equipment Supplies Account, #217.203.5238.2. These newly hired officers will not count towards the total number of officers during the calendar year in which they were hired, except as noted in Section 28.1.

Section 28.4 Police Division Policy will be created, to provide for the proper and equitable distribution of uniforms and equipment.

Section 28.5 The position of Quartermaster is created within the division of Police. This sworn employee of the rank of Sergeant 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 28.6 Employees whose permanent assignment require or permit them to wear civilian attire (as determined by the Chief of Police and Division Policy) 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 Policy and Procedure. After successfully completing the required uniform inspection, non-uniformed employees can utilize the fund to purchase the appropriate clothing as indicated by the current Policy and Procedure. 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 a prorated amount for such purchases. To be reimbursed, officers must turn in all receipts no later than December 1 of the calendar year to qualify for reimbursement.

For the purposes of this Article only, on or about January 1 and July 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 Policy and Procedure. 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 28.7 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 28.8 Quartermaster Items -Authorized List

General uniform requirements:

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

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 officer's 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

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

Re-sole boots/shoes

Alternations/tailoring

Additional ballistic vest carrier

Handcuff key

- Specialty uniform(s)
- Night Vision Optics Binoculars
- Bag holsters
- Handcuff strap
- Boot traction aids
- Shoe polish
- Thermal hood
- Reference materials
- Gun safe
- Shirt stays
- Dry Cleaning

Members of tactical specialty units can purchase specialty items at the discretion of the Tactical/Specialty Unit Supervisor, the Quartermaster, and the Chief of Police.

Items to be supplied by the Division of Police:

- Badge
- Police Hat Shield
- Awards, decorations, and insignia
- Police identification card
- OC chemical agent w/carrying case
- All department patches
- Ballistic vest (replaced according to manufacturer's specifications)
- Replacement of ballistic vest carrier that is unserviceable
- Radio w/shoulder microphone, recharger, and two batteries
- Batteries
- Pager w/case Riot helmet
- Riot baton Gas mask
- Handgun, w/three magazines, and initial holster (if the division changes models of handguns)
- All tactical unit and specialty unit initial issue uniforms, equipment, and weapons (including, but not limited to SOG, Bike Patrol, K-9, Honor Guard, etc.)

***Current policy and procedure, Chapter 5, Section 15, Uniforms and Appearance, dated 04-07-2000, will govern the number of required items per officer.

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

CERTIFICATE OF SERVICE

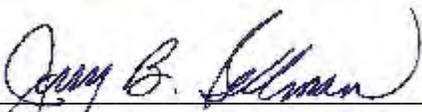
The undersigned certifies that a true copy of the Conciliator's Report and Award was sent via email, receipt confirmed on September 3, 2014 to:

SERB

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