

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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| In the Matter of Conciliation between: | Case No. | 2016-MED-09-0927 |
| Fraternal Order of Police, Ohio Labor Council, Inc. | | 2016-MED-09-0928 |
| Employee Organization | | 2015-MED-09-0838 |

and

The City of Ravenna
Employer

AWARD OF THE CONCILIATOR

Appearances:

| | |
|------------------------|-----------------------|
| Employee Organization: | Chuck Choate |
| Employer: | Jonathan Downes, Esq. |

April 7, 2017

FACTS

Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter, the F.O.P.) and the City of Ravenna (hereinafter, the City) were parties to collective bargaining agreements covering Patrol Officers, 2016-MED-09-0927, effective January 1, 2014 through December 31, 2016, Supervisors (Sergeants and Lieutenants) 2015-MED-09-0838, effective January 1, 2014 through December 31, 2016 and Dispatch 2106-MED-09-0928, effective January 1, 2013 through December 31, 2015. Negotiations were commenced for successor collective bargaining agreements. No agreement was reached and the matters were consolidated for Fact-Finding before Gregory J. Lavelle, Esq., Fact-Finder.

Mediation was attempted on February 17, 2017. When agreement was not reached, Fact-Finding was scheduled for March 24, 2017. Timely Position Statements, documents and information were filed and a Pre-Hearing Telephone Conference was conducted on March 23, 2017 for the purpose of establishing issues in dispute and the manner and order of presentation of evidence in the Fact-Finding Hearing.

The Fact-Finding Hearing was conducted on March 24, 2017 in the Ravenna City Hall. Evidence was presented with respect to the economic proposals of the parties and the financial condition of the City. Mediation was again attempted and tentative agreements were reached with respect to all outstanding issues except for Article 27, Hours of Work and Overtime, Section 27.5, Compensatory Time, Article 32, Vacations, Annual Cash-Out, Article 33, Sick Leave, Standards of Conduct, Article 38, Section 38.9, Service Related Injury Leave and Article 40, Wages and the respective wage scales

The City had initially proposed that language be added to Article 38, Section 38.9, Service Related Injury Leave, to state that the granting of light duty after an injury leave is at the discretion of the City. The F.O.P. was unwilling to agree to the language and the proposal of the City was withdrawn with the stipulation that no negative inference with respect to bargaining history was to be drawn by the withdrawal of said proposal.

The parties then stipulated that the remaining issues be decided by Gregory J. Lavelle, Esq., acting as Conciliator, resting their cases with the submission of their exhibits and position statements. The hearing was then declared closed.

DISCUSSION OF THE ISSUES

INTRODUCTION

The issues presented in conciliation have been considered in accordance with the provisions of Ohio Administrative Code Section 4117-09-06(H), the Conciliator considering:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

DISCUSSION OF ARTICLE 27, SECTION 27.5

PROPOSAL OF THE CITY

The City had originally proposed that compensatory time could only be accumulated and used to a maximum of eighty (80) hours per year. The City later modified the proposal to phase-in the limitation of use of compensatory time to eighty (80) hours per calendar year:

In 2017 compensatory time may only be accumulated to a maximum amount of one hundred twenty (120) hours. Employees at this maximum will be paid for all overtime worked instead of receiving compensatory time.

Beginning January 1, 2018 compensatory time may only be accumulated to a maximum of one-hundred hours. Employees at or above the one-hundred (100) hour threshold will be paid cash for overtime worked.

Beginning January 1, 2018 compensatory time may only be used to a maximum of one-hundred (100) hours in the calendar year.

Beginning January 1, 2019 compensatory time may only be accumulated to a maximum of eighty (80) hours. Employees at or above the eighty (80) hours threshold will be paid cash for overtime worked.

Beginning January 1, 2019 compensatory time may only be used to a maximum of eighty (80) hours in the calendar year.

Those employees who as of January 1, 2018 or January 1, 2019 have compensatory time balances in excess of the maximum balance for calendar years 2018 or 2019 will be permitted to maintain those excess balances until such time as their balances are at or below the maximum hours. In 2018 and 2019 employees will be subject to the maximum use limits regardless of their balances. Any balances in excess of 80 hours as of the end of the last pay period 2019 will be converted to cash at the employee's rate of pay as of that date.

Employees who have balances at or in excess of the maximum balances will not be eligible to accumulate additional compensatory time and will be paid cash for all overtime hours worked.

POSTION OF THE F.O.P.

The F.O.P. was unwilling to agree to an eighty (80) hour limitation of the use of compensatory time unconditionally. The F.O.P. adopted as its final position with respect

the issue of the limit of use of compensatory time, the suggestion of the Conciliator that the issues of the use of compensatory time, third year wages and third year signing bonus wages be subject to a re-opener by either party for 2019, with the eighty (80) hour limit, a five hundred dollar (\$ 500.00) signing bonus and a two and one half percent (2.5%) wage increase be in effect for 2019 unless the collective bargaining agreements were re-opened for negotiations under the terms of the re-opener provision. (See Discussion of Re-Opener below)

AWARD – COMPENSATORY TIME

It is very clear that there will always be a problem in small departments with the “leap-frogging” of compensatory time, as the use of compensatory time by one employee creates a need to fill the vacancy with overtime, creating additional compensatory time in a vicious cycle. This factor creates not just an economic problem for the employer, but a staffing and thus possible safety issue. The F.O.P. objects that the ability to create and use paid leave time is a substantial benefit.

Limiting the use of compensatory time means that employees will be paid for their overtime once they have reached their limit. One way to look at compensatory time is as an interest-free loan from the employee to the employer until the compensatory time is utilized. If there is no compensatory time, an employee can bank the money paid as overtime and then attempt to use it later to cover periods of unpaid leave available under Article 36, Section 36.1:

ARTICLE 36 TEMPORARY LEAVES WITHOUT PAY

Section 36.1 Temporary leave without pay up to eighty (80) hours may be granted upon the request of the employee in writing, and for good cause shown, and will not be unreasonably denied.

In cases where no additional overtime would be created, employees may be able to enjoy the same time off as under the previous provision. In light of the above factors, it is the award of the Conciliator that the language of Article 27 read as shown in Appendix A.

DISCUSSION OF ARTICLE 32 VACATIONS

POSITIONS OF THE PARTIES

The F.O.P. proposes no change in the Vacations Article. The City has proposed several changes in Article 32, Vacations, adding an hourly calculation to the days of vacation in Section 32.1 and providing for a change in the method of conversion of vacations. Under the provisions of the prior collective bargaining agreement, employees who accumulate three (3) weeks or more of vacation per year could convert forty (40) hours of vacation and employees who accumulate four (4) weeks or more of vacation per year could convert eighty (80) hours of vacation. Under the proposal of the City with respect to Article 32, Section 6, there would be an automatic conversion of all vacation balances in excess of two hundred forty (240) per year as of November 15th of each year and also a right of employees once a year to convert up to forty (40) hours of unused accumulated vacation leave.

The City contends that the proposal for Section 32.6 provides for a more predictable and consistent procedure for the annual conversion of vacation. The City argues that a non-discretionary, fixed conversion amount provides for certainty in the annual budgeting process and points out that employees will not lose any vacation leave as any excess over two hundred forty (240) hours will be converted in the month prior to the holidays. The City also points out that the proposal opens up conversion opportunities for employees who would not otherwise be able to convert vacation pay into cash.

AWARD – VACATIONS

The proposal of the City to show the calculation of vacations in terms of hours of vacations appears to be clarification and not a substantive change. The proposal for an annual non-discretionary conversion of vacations and also allowing for the right of employees to convert up to forty (40) hours of vacation once per year assists the City with its budget and administration and also allows for conversion of vacation time by persons having less than eight (8) years service. This benefit to the employees may also benefit the employer having to schedule fewer vacation hours as employees having accumulated over two hundred forty (240) hours of vacation and less than eight (8) years of service would not be forced to take vacation under a “use it or lose it” scenario. In light of the above factors, it is the award of the Conciliator that the language of Article 32 read as shown in Appendix A.

DISCUSSION OF ARTICLE 33 – SICK LEAVE STANDARDS OF CONDUCT

POSITION OF THE PARTIES

The City, initially, had several proposals related to sick leave, having proposed changes in Section 33.4 as well as Section 33.6 and 33.7. The City proposal regarding Section 33.4 was withdrawn. The language of 33.6 and 33.7, under the prior collective bargaining agreements had referred to “abuse” of sick leave as a cause for discipline, but did not mention “misuse”. The proposal of the City added the word “misuse” and also sought to clarify that “misuse” of sick leave would be subject to discipline as well as “abuse”. The F.O.P. opposed the change in language.

AWARD – SICK LEAVE STANDARDS OF CONDUCT

The terms “abuse” and “misuse” have slightly different connotations. “Abuse” generally implies “overuse” or “patterned use”. “Misuse” implies using sick leave for reasons other than

those permitted under the collective bargaining agreement. Sick Leave under the collective bargaining agreements may be used for limited purposes:

Section 33.1 Sick Leave, Defined, Uses Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee or member of the employees immediate family where the employees presence is reasonably necessary; 2) medical, dental or optical examination or treatment of an employee or member of the immediate family where the employee's presence is reasonably necessary; 3) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 4) pregnancy and/or childbirth and related conditions of employee or spouse.

While the term "misuse" is not contained in the collective bargaining agreement, the right of the City to impose discipline for falsifying the reasons for taking sick leave is clearly implied. The proposal of the City does not really amount to a substantive change in the collective bargaining agreement. That does not mean, however, that the proposed change should be rejected. A collective bargaining agreement serves two (2) purposes: to establish the rights and obligations of the parties and to provide notice to the employees of those rights and obligations. Back in the 1980's, a union steward at St. Luke's Hospital called in sick and had the incredible good fortune to be at Cleveland Municipal Stadium to witness a thrilling Browns victory over the New York Giants. She also had the incredible misfortune to have purchased the seat right next to her supervisor in a 74,000 seat stadium. Her honest, but misguided claim that she thought that she could use sick leave for any purpose fell on deaf ears. Such results are to be avoided.

It is in the interests of all parties that the expectations of the employer and the consequences to the employee for failing to meet those expectations be made as clear as possible. In light of the above factors, it is the award of the Conciliator that the language of Article 33 read as shown in Appendix A.

DISCUSSION OF WAGES

The City had proposed a wage package of less value than that offered to the Firefighters. The F.O.P. had requested increases of five percent (5%) in each year of the contract and rank differentials for Sergeants and Lieutenants. After mediation, the City proposed wage scales and other economic items which were substantially equivalent of that offered to the Firefighters and addressed, to some extent, the issue of rank differential for the first two years of the collective bargaining agreement and further proposed a reopener with respect to wages for the third year.

The F.O.P, remained highly resistant to the proposed change to limit the use of compensatory time to eighty (80) hours per calendar year, expressing that such a limit might be a “deal-breaker” In light of the fact that the effect of the reduction in the use of compensatory time could not be predicted, the uncertain economic future for the City the anticipated costs of negotiating a re-opener, it was suggested by the Conciliator that the limit on the use of compensatory time be phased in, becoming effective in the third year and that the matter of wages, signing bonus and the limit on the use of compensatory time be subject to the re-opener provision and that, unless the agreement were re-opened for 2019, there would be a two and one half percent (2 ½%) wage increase for 2019, a five hundred dollar (\$ 500.00) signing bonus and an eighty (80) hour limit on the use of compensatory time so that each party would have something to gain by the presumptive provisions for the third year of the agreement and something to lose by exercising the re-opener. The City then modified its final offer to reflect the suggestion of the Conciliator.

In light of the above factors, it is the award of the Conciliator that the language of Article 40 and Wage Scale read as shown in Appendix A, those provisions being read to allow re-opening of the Agreement solely with respect to negotiating up or down the wages, the signing bonus and the limit on the use of compensatory time.

Respectfully submitted,

/s/ Gregory J. Lavelle
Gregory J. Lavelle, Esq.
Conciliator

S E R V I C E

A true copy hereof was served upon the F.O.P. c/o Chuck Choate via email at cchoate@neo.rr.com, upon the City of Ravenna c/o Jonathan J. Downes, Esq, at jjd@zrlaw.com and upon the Ohio State Labor Relations Board at med@serb.state.oh.us this 7th day of April, 2017.

/s/ Gregory J. Lavelle
GREGORY J. LAVELLE

APPENDIX A – TEXT OF AWARDED PROVISIONS

ARTICLE 27

HOURS OF WORK AND OVERTIME

Section 27.1 Overtime Overtime shall be defined as any time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any workweek, as defined in this Agreement other than compensatory time as defined.

Section 27.2 Work Schedules Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off. The days off will be modified when an employee's schedule or assignment is modified. If an employee does not receive two day off due to said change, the employee is entitled to eight (8) hours of overtime pay on only the first scheduled day in the new assignment or schedule. The Employer shall designate the start of the work week and work day but shall not change the starting time to avoid the payment of overtime.

Section 27.3 Call-In Pay, Training Time A bargaining unit member in an off-duty status who is ordered or requested to report for work and so reports, shall be paid a minimum of three (3) hours or actual time worked, whichever is greater, at the appropriate rate as defined in this Agreement. For meetings and training scheduled and required by the Employer, bargaining unit members shall be paid for the actual time in the meeting or training, with a minimum of two (2) hours at their appropriate rate.

Section 27.4 Compensation Each employee shall be compensated for each overtime hour worked, an amount equal to one and one-half (1½) times their normal hourly rate as designated by this Agreement.

Section 27.5 Compensatory Time, Maximums, Implementation Such overtime, at the discretion of the employee, may be taken as paid overtime or as compensatory time. At the conclusion of the overtime worked, each employee will indicate, on a form provided by the City, his preference of paid overtime or compensatory time. This form will be signed by the employee's immediate supervisor and a copy given to the employee.

In 2017 compensatory time may only be accumulated to a maximum amount of one hundred twenty (120) hours. Employees at this maximum will be paid for all overtime worked instead of receiving compensatory time.

Beginning January 1, 2018 compensatory time may only be accumulated to a maximum of one-hundred hours. Employees at or above the one-hundred (100) hour threshold will be paid cash for overtime worked.

Beginning January 1, 2018 compensatory time may only be used to a maximum of one-hundred (100) hours in the calendar year.

Beginning January 1, 2019 compensatory time may only be accumulated to a maximum of eighty (80) hours. Employees at or above the eighty (80) hours threshold will be paid cash for overtime worked.

Beginning January 1, 2019 compensatory time may only be used to a maximum of eighty (80) hours in the calendar year.

Those employees who as of January 1, 2018 or January 1, 2019 have compensatory time balances in excess of the maximum balance for calendar years 2018 or 2019 will be permitted to maintain those excess balances until such time as their balances are at or below the maximum hours. In 2018 and 2019 employees will be subject to the maximum use limits regardless of their balances. Any balances in excess of 80 hours as of the end of the last pay period 2019 will be converted to cash at the employee's rate of pay as of that date.

Employees who have balances at or in excess of the maximum balances will not be eligible to accumulate additional compensatory time and will be paid cash for all overtime hours worked.

Section 27.6 Record of Compensatory Time The record of compensatory time shall be submitted to the Finance Director with the payroll at the conclusion of the work period in which the overtime is worked. The Finance Director's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Section 27.7 Use of Compensatory Time, Conversion of Compensatory Time Compensatory time must be taken in four (4) or eight (8) hour increments. Compensatory time may be taken in hour increments up to three (3) hours provided the compensatory time taken does not cause overtime costs to the City. There shall be no selling back of compensatory time, except that an employee may request to convert up to forty (40) hours of comp time into cash each year which will be issued by separate check.

Section 27.8 Preferences for Scheduling Compensatory Time When requesting compensatory time off, priority of preference shall be given to vacation and paid holidays, respectively. Should two (2) or more employees request the same comp time off at the same time (same calendar day), priority of preference shall be given to the most senior employee of the same rank. The use of comp time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or the Captain to be an emergency situation.

ARTICLE 32

VACATIONS

Section 32.1 Vacation Eligibility and Rate of Accrual All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the City. The rate of vacation leave hours shall be accrued per eighty (80) hours work is as follows:

| LENGTH OF SERVICE | NO. OF DAYS | HOURS |
|--------------------------|--------------------|--------------|
| Less than one year | 0 days | 0 |
| One-three years | 10 days | 80 |
| Four years | 11 days | 88 |
| Five years | 12 days | 96 |
| Six years | 13 days | 104 |
| Seven years | 14 days | 112 |
| Eight years | 15 days | 120 |
| Nine years | 16 days | 128 |
| Ten years | 17 days | 136 |
| Eleven years | 18 days | 144 |
| Twelve years | 19 days | 152 |
| Thirteen years | 20 days | 160 |
| Fourteen years | 20 days | 160 |
| Fifteen years | 21 days | 168 |
| Sixteen years | 21 days | 168 |
| Seventeen years | 22 days | 176 |
| Eighteen years | 23 days | 184 |
| Nineteen years | 24 days | 192 |
| Twenty years plus | 25 days | 200 |

Regular fulltime employees who have reached 25 years of service with the City who are eligible for retirement but who remain working for the City may accrue another week of vacation leave using the accumulation formula for a total of six (6) weeks of vacation.

Section 32.2 Vacation Bank Maximum Vacation leave may be used as earned or banked to a maximum of six (6) weeks, or two-hundred forty (240) hours.

Section 32.3 Eligibility and Requests for Vacation Leave An employee shall become eligible for vacation leave in the year of his anniversary date. Employees must provide at least three (3) days (three (3) work days of the administrative office) notice for requesting vacation leave. Leave requests shall be subject to availability and previously requested leaves.

Section 32.4 Canceled Vacations Scheduled vacations canceled by the City within the calendar year must be rescheduled with the permission of the Chief and taken in the current year or may be taken within two (2) months of the succeeding calendar year. Employees may not have vacation leave rescheduled except for extenuating circumstances, e.g. death in family, major illness or injury.

Section 32.5 Annual Scheduling of Vacation Leave Vacation requests shall be made during the months of November and December of the year preceding the year during which the vacation requests shall be taken. If more than one (1) request is made for the same date or an overlap should occur, seniority shall have preference.

Section 32.6 Annual Conversion As of November 15 each year vacation leave balances in excess of 240 hours will be paid in a lump sum to employees. The City shall convert the vacation leave in either November or December. Additionally, once each calendar year employees may convert up to 40 hours of unused accumulated vacation leave by submitting a written request to the City Finance Director with copy to the Police Chief.

Section 32.7 Payment at Separation, Death Employees who terminate in good standing their employment with the City shall receive a conversion to cash of their accumulated, unused vacation leave. Employees who die during their employment with the City shall have their accumulated unused vacation leave paid to their estate or paid according to probate laws.

ARTICLE 33

SICK LEAVE/BEREAVEMENT LEAVE

Section 33.1 Sick Leave, Defined, Uses Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee or member of the employees immediate family where the employees presence is reasonably necessary; 2) medical, dental or optical examination or treatment of an employee or member of the immediate family where the employee's presence is reasonably necessary; 3) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 4) pregnancy and/or childbirth and related conditions of employee or spouse.

Section 33.2 Accrual of Sick Leave All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 33.3 Notice for Use of Sick Leave An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore before the start of his work shift each day he is to be absent. The employee shall notify the Employer at least one (1) hour prior to the start of his shift unless extenuating circumstances prevail.

Section 33.4 Segments for Use of Sick Leave Sick leave may be used in segments of not less than one (1) hour. Employees shall not use sick leave to cover tardiness.

Section 33.4 Sick Leave Occurrences and Misuse and Abuse of Sick Leave. After five (5) uses (occurrences) in any six (6) consecutive month period, the next sick leave use(s) shall be without pay up to four (4) hours' use. (That is, the first hours of sick leave use up to four (4) hours use in any six (6) consecutive month period will be without pay). Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use.

Section 33.5 Physician's Report An employee absent for three (3) work days or more may be required to furnish a physician's report to be eligible for paid sick leave.

Section 33.6 Unauthorized Use, Lack of Proof If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical proof as is submitted or upon the report of medical examination, the department head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, or there is a misuse or abuse of sick leave, such leave may be considered an unauthorized leave and shall be without pay and the employee may be disciplined.

Section 33.7 Discipline Any misuse, abuse or patterned use of sick leave shall be cause for disciplinary action.

Section 33.8 Return to Work Requirements The Department head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the

health and safety of other employees.

Section 33.9 Bereavement Leave Bereavement leave may be used to a maximum of three (3) eight (8) hour workdays for the death of a member of an employee's immediate family. Leave use for death may be reasonable. If the death in the immediate family requires that the employee travel more than three hundred (300) miles, the Chief may, at the request of the employee, allow up to two (2) additional work days as bereavement leave. Any additional time granted must be requested by the employee and shall utilize either sick leave or vacation leave, at the option of the employee subject to the approval of the Chief or Mayor/Safety Director. Sick leave utilized for bereavement leave may not be charged against an employee with regards to usage in accordance with Section 33.4 of the current collective bargaining agreement.

Section 33.10 Immediate Family When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, children, foster children, and grandchildren residing with the employee. When the use of sick leave is for bereavement leave, the immediate family is defined as spouse, children, parent, foster children, parent-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, and uncle, brother and sister. This includes a one (1) day bereavement leave for the spouse's aunt and uncle.

Section 33.11 Annual Conversion of Sick Leave A bargaining unit member who has accumulated at least one hundred twenty (120) days of sick leave, may, in the following years, sell back to the City unused sick leave if he has used no more than three (3) days of sick leave accumulated during any subsequent year. The individual may elect to annually sell back the unused sick leave accumulated during that year at the rate of three (3) days of sick leave for one (1) day of regular pay. A bargaining unit member, who has accumulated at least one-hundred fifty days of sick leave, may in the following years sell back to the City unused sick leave if he has used no more than three (3) days of sick leave accumulated during any subsequent year. The individual may elect to annually sell back the unused sick leave accumulated during that year the rate of two (2) days of sick leave for one (1) day of regular pay.

ARTICLE 40

WAGE SCALES

Section 40.1 Wage Scale All employees covered within this bargaining agreement shall receive wage rates specified in the wage scale attached.

In addition to the wage increases listed in the wage scales, all full-time employees employed as of December 1 in 2017, 2018 and 2019 will receive a lump sum “signing bonus” of \$500 which amount will be subject to applicable deductions.

Reopener:

The parties agree that the provisions of this Article and the wage scale contained in the Appendix may be reopened for negotiations for the year 2019 at the request of either party in order to negotiate the terms of the this Article and the Wage Scale contained in the Appendix. The notice shall be served between August 15 and September 15, 2018 consistent with the provisions of ORC Chapter 4117.

If either party reopens the contract for negotiations for 2019 wages also subject to the reopener negotiations will be the compensatory time provisions of Article 27 and the 2019 lump sum signing bonus.

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2017 through December 31, 2019

PATROLMAN

Calculated as: Hourly Rate x 80 Hours (Bi-Weekly) x 26 Pay Periods (Annual)

| | | |
|----------------|----------------|-------------------------|
| 2017 4% | 2018 2% | 2019 RE-OPEN 2.5% |
|----------------|----------------|-------------------------|

STEP A

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 47,028.80 | 47,964.80 | 49,171.20 |
| Bi-Weekly | 1,808.80 | 1,844.80 | 1,891.20 |
| Hourly | 22.61 | 23.06 | 23.64 |

STEP B

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 49,296.00 | 50,273.60 | 51,521.60 |
| Bi-Weekly | 1,896.00 | 1,933.60 | 1,981.60 |
| Hourly | 23.70 | 24.17 | 24.77 |

STEP C

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 51,916.80 | 52,956.80 | 54,288.00 |
| Bi-Weekly | 1,996.80 | 2,036.80 | 2,088.00 |
| Hourly | 24.96 | 25.46 | 26.10 |

STEP D

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 54,537.60 | 55,619.20 | 57,012.80 |
| Bi-Weekly | 2,097.60 | 2,139.20 | 2,192.80 |
| Hourly | 26.22 | 26.74 | 27.41 |

STEP E

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 57,200.00 | 58,344.00 | 59,800.00 |
| Bi-Weekly | 2,200.00 | 2,244.00 | 2,300.00 |
| Hourly | 27.50 | 28.05 | 28.75 |

STEP F

| | | | | |
|-----------|-----------|----------|-----------|-----------|
| Annual | 60,028.80 | | 61,235.20 | 62,774.40 |
| Bi-Weekly | | 2,308.80 | 2,355.20 | 2,414.40 |
| Hourly | 28.86 | | 29.44 | 30.18 |

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2017 through December 31, 2019

SERGEANT

Calculated as: Hourly Rate x 80 Hours (Bi-Weekly) x 26 Pay Periods (Annual)

| | 2017 | 2018 | 2019 RE-OPEN |
|---------------|-----------|-----------|-----------------|
| <u>STEP A</u> | | | |
| Annual | 51,729.60 | 52,769.60 | 54,080.00 |
| Bi-Weekly | 1,989.60 | 2,029.60 | 2,080.00 |
| Hourly | 24.87 | 25.37 | 26.00 |
| <u>STEP B</u> | | | |
| Annual | 54,225.60 | 55,307.20 | 56,680.00 |
| Bi-Weekly | 2,085.60 | 2,127.20 | 2,180.00 |
| Hourly | 26.07 | 26.59 | 27.25 |
| <u>STEP C</u> | | | |
| Annual | 57,116.80 | 58,260.80 | 59,716.80 |
| Bi-Weekly | 2,196.80 | 2,240.80 | 2,296.80 |
| Hourly | 27.46 | 28.01 | 28.71 |
| <u>STEP D</u> | | | |
| Annual | 59,987.20 | 61,193.60 | 62,732.80 |
| Bi-Weekly | 2,307.20 | 2,353.60 | 2,412.80 |
| Hourly | 28.84 | 29.42 | 30.16 |
| <u>STEP E</u> | | | |
| Annual | 62,920.00 | 64,199.20 | 65,811.20 |
| Bi-Weekly | 2,420.00 | 2,469.20 | 2,531.20 |
| Hourly | 30.25 | 30.87 | 31.64 |

STEP F

| | | | | |
|-----------|-----------|----------|-----------|-----------|
| Annual | 66,040.00 | | 67,350.40 | 69,035.20 |
| Bi-Weekly | | 2,540.00 | 2,590.40 | 2,655.20 |
| Hourly | 31.75 | | 32.38 | 33.19 |

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2017 through December 31, 2019

LIEUTENANT

Calculated as: Hourly Rate x 80 Hours (Bi-Weekly) x 26 Pay Periods (Annual)

| | 2017 | 2018 | 2019 RE-OPEN |
|-------------------|-----------|-----------|-----------------|
| <u>STEP A</u> | | | |
| Annual | 55,619.20 | 56,721.60 | 58,136.00 |
| Bi-Weekly | 2,139.20 | 2,181.60 | 2,236.00 |
| Hourly | 26.74 | 27.27 | 27.95 |
| <u>STEP B</u> | | | |
| Annual | 58,302.40 | 59,467.20 | 60,944.00 |
| Bi-Weekly | 2,242.40 | 2,287.20 | 2,344.00 |
| Hourly | 28.03 | 28.59 | 29.30 |
| <u>STEP C</u> | | | |
| Annual | 61,401.60 | 62,628.80 | 64,188.80 |
| Bi-Weekly | 2,361.60 | 2,408.80 | 2,468.80 |
| Hourly | 29.52 | 30.11 | 30.86 |
| <u>STEP D</u> | | | |
| Annual | 64,480.00 | 65,769.60 | 67,412.80 |
| Bi-Weekly | 2,480.00 | 2,529.60 | 2,592.80 |
| Hourly | 31.00 | 31.62 | 32.41 |
| <u>STEP E</u> | | | |
| Annual | 67,641.60 | 68,993.60 | 70,720.00 |
| Bi-Weekly | 2,601.60 | 2,653.60 | 2,720.00 |
| Hourly | 32.52 | 33.17 | 34.00 |

STEP F

| | | | | |
|-----------|-----------|----------|-----------|-----------|
| Annual | 70,990.40 | | 72,404.80 | 74,214.40 |
| Bi-Weekly | | 2,730.40 | 2,784.80 | 2,854.40 |
| Hourly | 34.13 | | 34.81 | 35.68 |

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2017 through December 31, 2019

SECRETARY / DISPATCHER

Calculated as: Hourly Rate x 80 Hours (Bi-Weekly) x 26 Pay Periods (Annual)

| |
|------|
| 2017 |
| 4% |

| |
|------|
| 2018 |
| 2% |

| |
|-----------------|
| 2019 RE-OPEN |
| 2.5% |

STEP A

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 39,644.80 | 40,435.20 | 41,454.40 |
| Bi-Weekly | 1,524.80 | 1,555.20 | 1,594.40 |
| Hourly | 19.06 | 19.44 | 19.93 |

STEP B

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 41,620.80 | 42,452.80 | 43,513.60 |
| Bi-Weekly | 1,600.80 | 1,632.80 | 1,673.60 |
| Hourly | 20.01 | 20.41 | 20.92 |

STEP C

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 43,700.80 | 44,574.40 | 45,697.60 |
| Bi-Weekly | 1,680.80 | 1,714.40 | 1,757.60 |
| Hourly | 21.01 | 21.43 | 21.97 |

STEP D

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 45,905.60 | 46,820.80 | 47,985.60 |
| Bi-Weekly | 1,765.60 | 1,800.80 | 1,845.60 |
| Hourly | 22.07 | 22.51 | 23.07 |

STEP E

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 48,089.60 | 49,046.40 | 50,273.60 |
| Bi-Weekly | 1,849.60 | 1,886.40 | 1,933.60 |
| Hourly | 23.12 | 23.58 | 24.17 |

STEP F

| | | | | |
|-----------|-----------|----------|-----------|-----------|
| Annual | 50,502.40 | | 51,521.60 | 52,811.20 |
| Bi-Weekly | | 1,942.40 | 1,981.60 | 2,031.20 |
| Hourly | 24.28 | | 24.77 | 25.39 |

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2017 through December 31, 2019

DISPATCHER

Calculated as: Hourly Rate x 80 Hours (Bi-Weekly) x 26 Pay Periods (Annual)

| |
|------|
| 2017 |
| 4% |

| |
|------|
| 2018 |
| 2% |

| |
|-----------------|
| 2019 RE-OPEN |
| 2.5% |

STEP A

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 36,046.40 | 36,774.40 | 37,689.60 |
| Bi-Weekly | 1,386.40 | 1,414.40 | 1,449.60 |
| Hourly | 17.33 | 17.68 | 18.12 |

STEP B

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 37,668.80 | 38,417.60 | 39,374.40 |
| Bi-Weekly | 1,448.80 | 1,477.60 | 1,514.40 |
| Hourly | 18.11 | 18.47 | 18.93 |

STEP C

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 39,644.80 | 40,435.20 | 41,454.40 |
| Bi-Weekly | 1,524.80 | 1,555.20 | 1,594.40 |
| Hourly | 19.06 | 19.44 | 19.93 |

STEP D

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 41,620.80 | 42,452.80 | 43,513.60 |
| Bi-Weekly | 1,600.80 | 1,632.80 | 1,673.60 |
| Hourly | 20.01 | 20.41 | 20.92 |

STEP E

| | | | |
|-----------|-----------|-----------|-----------|
| Annual | 43,700.80 | 44,574.40 | 45,697.60 |
| Bi-Weekly | 1,680.80 | 1,714.40 | 1,757.60 |
| Hourly | 21.01 | 21.43 | 21.97 |

STEP F

| | | | | |
|-----------|-----------|----------|-----------|-----------|
| Annual | 45,905.60 | | 46,820.80 | 47,985.60 |
| Bi-Weekly | | 1,765.60 | 1,800.80 | 1,845.60 |
| Hourly | 22.07 | | 22.51 | 23.07 |

