



**CITY OF PATASKALA  
RESOLUTION 2015-010**

Passed January 20, 2015

**A RESOLUTION ADOPTING AMENDMENTS TO THE CITY'S  
CONTRACT WITH THE OHIO PATROLMAN'S BENEVOLENT  
ASSOCIATION.**

***WHEREAS***, Council adopted Resolution 2014-010 which approved a contract with the Ohio Patrolman's Benevolent Association (OPBA) for the years 2014 through 2016; and

***WHEREAS***, the terms of the contract called for reopeners on wages and health insurance for 2015 and 2016; and

***WHEREAS***, negotiations between the City and OPBA have resulted in a tentative agreement to such terms and conditions; and

***WHEREAS***, a summary of the proposed contract modifications has been attached as Exhibit A to this legislation; and

***WHEREAS***, the City's Finance Director and Law Director believe that the proposed modifications are in the best interests of the citizens of the City, and recommend that Council approved such modified terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO; A MAJORITY OF THE MEMBERS CONCURRING THAT:**

**Section 1:** City Council hereby adopts the proposed modifications to the current contract with the Ohio Patrolmen's Benevolent Association (OPBA), a copy of which is attached hereto as Exhibit A and incorporated herein.

**Section 2:** This Resolution shall take effect at the earliest time provided by the laws of the State of Ohio and the Charter of the City of Pataskala.

**ATTEST:**



Kathy M. Hoskinson, Clerk of Council



Michael W. Compton, Mayor

**APPROVED AS TO FORM:**



Rufus B. Hurst, Law Director

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CITY OF PATASKALA AND THE OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION (FULL-TIME SERGEANTS AND FULL-TIME LIEUTENANTS)  
EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

In satisfaction of the parties' reopener on wages, employee participation amounts for major medical and additional insurance coverage, uniform allowance, longevity payment, and shift differential payment for 2015 and 2016, the City of Pataskala and the Ohio Patrolmen's Benevolent Association agree that the following shall replace and supersede Article 12, Uniform; Article 17, Wages; and Article 30, Health Insurance effective January 1, 2015 for the remaining duration of the CBA. Articles of the 2014-2016 CBA not identified below are not modified by this amendment.

**ARTICLE 12                    UNIFORMS**

**Section 12.1 Initial Issue** The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedule in Section 12.3. Articles of clothing and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and equipment.

**Section 12.2 Allowance**

A. Bargaining unit members shall be paid a uniform allowance of \$700.00 per calendar year payable as a part of that payroll issued for the first pay period in January.

The annual amount shall be prorated to the nearest month of service for those who retire, leave City service or become bargaining unit members during the year.

The uniform allowance is intended to cover the purchase of those items set forth in the uniform schedule included as a part of this Article. In addition, the uniform allowance is intended to cover the purchase of clothing appropriate as a function of job assignment and other law enforcement related items that an officer may from time to time determine appropriate in the execution of his or her duties. The City has established uniform standards and will require replacement of any uniform items considered to be inconsistent with established standards. The Chief or his designee shall have the authority to order when uniform items are to be replaced. Bargaining unit members are responsible for periodic replacement.

~~The amount of the uniform allowance for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.~~

B. It is understood and agreed that the Auditor for the City will include the amount of the allowance as additional income as a part of the annual tax reporting of those

receiving an allowance. It is further understood and agreed that each individual receiving an allowance will be responsible for his/her own record keeping and tax reporting associated with the expenditures made with the allowance provided.

C. When uniform changes are mandated by the City, the initial change shall be paid for by the City.

D. The City shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses and wrist watches damaged in the non-negligent performance of their duties. Such reimbursement shall not exceed \$400.00 for corrective glasses and \$150.00 for wrist watches. Such reimbursement shall be made available only after all insurance claims and payments have been pursued. Employees required to wear civilian clothing in the performance of their duty who demonstrate that the clothing was damaged or destroyed in the performance of their duty shall be reimbursed for the reasonable cost of replacing such clothing.

E. Uniform items damaged in the discharge of law enforcement duties shall not be charged to the employee's maintenance allowance, but shall be replaced by the City.

### **Section 12.3 Uniform Schedule**

Trousers	3
Shirts, Winter	3
Shirts, Summer	4
Shoes	1
Boots, Winter	1 pr.
Jacket, Multi-seasonal	1
Hat	1
Belt	1
Name Plates	2
Hat Badge	1
Breast Badge	2
Collar Brass	1 set
Whistle w/chain	1 set
Gun Belt	1
Holster	1
Firearm	1
Rain Cover	1
Rain Coat	1
Handcuffs	1 pr.
Handcuff Case	1
Beltkeepers	1 set (4)
Gloves	1 pr.
Key Ring Holder	1
Protective Vest	1
Flashlight Holder	1

Forms Tin	1
Magazine Holder	1

The protective vest purchased by the Employer will be a threat level II vest. The City shall replace the protective vest as recommended by the life suggested by the manufacturer of the protective vest.

**ARTICLE 17**                      **WAGES**

~~**Section 1. Wage Rates.** The wage rates for 2015 and 2016; the employee participation amounts for major medical and additional insurance coverage as set forth in Article 30, Health Insurance, Sections 30.2 and 30.3, for 2015 and 2016; the uniform allowance as set forth in Article 12, Uniforms, Section 12.2, for 2015 and 2016; the subject of a longevity payment for bargaining unit employees for 2015 and 2016; and the subject of a shift differential payment for bargaining unit employees for 2015 and 2016 will all be subject to re-opened negotiations. The re-opener shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board. These negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14 (C) (11) of the Ohio Revised Code shall not apply and is expressly waived.~~

~~The negotiations for the re-opener will commence upon dates to be established by the parties during the fourth calendar quarter of 2014. These negotiations may include only 2015 wages, employee participation amounts for major medical and additional insurance coverage, uniform allowance, longevity payment, and shift differential payment subject to a negotiated re-opener for 2016 or both 2015 and 2016 wages, employee participation amounts for major medical and additional insurance coverage, uniform allowance, longevity payment, and shift differential payment all as determined through negotiations.~~

Sergeants shall be paid in accordance with the following wage scale effective the first full pay period in January 2014:

Probationary Sergeant	23.80
Sergeant (Upon completion of one year)	24.99
Sergeant (Upon completion of three years)	26.24

Sergeants shall be paid in accordance with the following wage scale effective the first full pay period in January 2015:

Probationary Sergeant	24.51
Sergeant (Upon completion of one year)	25.74
Sergeant (Upon completion of three years)	27.03
Sergeant (Upon completion of four years)	27.30

**Sergeants shall be paid in accordance with the following wage scale effective the first full pay period in January 2016:**

<b>Probationary Sergeant</b>	<b>25.00</b>
<b>Sergeant (Upon completion of one year)</b>	<b>26.25</b>
<b>Sergeant (Upon completion of three years)</b>	<b>27.57</b>
<b>Sergeant (Upon completion of four years)</b>	<b>28.12</b>

The parties recognize that the above scale represents minimum wage rates for Sergeants for 2014, 2015, and 2016. Such shall be amended to reflect that the probationary Sergeant rate is ten percent greater than the rate of the highest full-time patrol rate; and the ~~middle-range second step~~ Sergeant rate is five percent greater than the probationary Sergeant rate; and ~~that the top third step~~ Sergeant rate is five percent greater than the ~~middle-range second step~~ Sergeant rate; and the ~~top~~ Sergeant rate is one percent greater than the ~~third step~~ Sergeant rate effective 2015 and two percent greater than the ~~third step~~ Sergeant rate effective 2016. If such scale is less than that provided by such formula upon the completion of the full-time patrol negotiations, the rates shall not be decreased. For purposes of this paragraph, the highest full-time patrol rate shall include longevity payments made to full-time patrol officers.

The parties recognize that the position of Lieutenant is currently not filled. Should the City intend to fill the position, the parties shall meet to negotiate the wage rate for the Lieutenant position.

## **ARTICLE 30 HEALTH INSURANCE**

**Section 30.1 Major Medical Insurance** The Employer shall offer group major medical insurance coverage for each employee in the classified services of the City. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees, cease coverage. Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs. Furthermore, modifications to co-payments and/or deductibles under the City shall not be deemed a modification of coverage.

**Section 30.2 Premiums** Employees in the classified service will be required to contribute through payroll deduction to the premium for the major medical health plan in the amount established in the City plan. It is understood that employees will be required to contribute a maximum of 10% of the monthly premium amounts for single coverage, employee and child coverage or family coverage.

Employees shall be notified in advance of any modifications in premium contributions. The City will notify the Union of any proposed changes in employee premium contributions and agrees to meet with the Union to discuss such changes in advance of such changes becoming affective.

~~The employee participation amounts for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.~~

**Section 30.3 Additional Insurance Coverage** Employees of the City shall be provided with the opportunity to obtain insurance coverage for dental, vision and life policies under such terms and conditions as are afforded to all employees within the City. An employee's participation in such plans is optional. All employees will who participate in such plans will be required to contribute through payroll deduction to the premium for the plans as determined by the City. The contribution rate ~~for 2014~~ shall be 10% of the premium costs for the plans.

~~The employee participation amounts for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.~~

**Section 30.4 Eligibility** Employees in the classified service shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the City, whether with the Employer or another office in the City, who is eligible for and/or who has coverage under the City plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the City plan. The coverage will be designated for one employee of the City under the City health plan.

In witness whereof, the parties have executed this Agreement as of the \_\_\_\_ day of  
January, 2015.

FOR THE OPBA:

\_\_\_\_\_  
Mark Volcheck  
OPBA Attorney

\_\_\_\_\_  
Andy Waugh, Sergeant

FOR CITY OF PATASKALA

  
\_\_\_\_\_  
Mike Compton  
Mayor

\_\_\_\_\_  
James M. Nicholson  
Finance Director

  
\_\_\_\_\_  
Rufus B. Hurst  
Legal Counsel on behalf of  
City of Pataskala