



## CITY OF PATASKALA

### RESOLUTION 2023-003

Passed January 17, 2023

**A RESOLUTION APPROVING A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. FOR THE ADMINISTRATION OF POLICE OFFICER WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

*WHEREAS*, after formal negotiations with the Fraternal Order of Police, Ohio Labor Council, Inc., and upon the recommendation of the City's Administrator, Finance Director and Law Director, a Collective Bargaining Agreement (CBA) was tentatively agreed upon covering the period January 1, 2023 through December 31, 2025; and

*WHEREAS*, it in the best interest of the residents of the City of Pataskala and the Pataskala Police Department to adopt a new CBA; and

*WHEREAS*, Council for the City of Pataskala now wants to approve a new CBA pursuant to the provisions of R.C. Chapter 4117.

7/2023

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

Section 1: Council for the City of Pataskala hereby approves a Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, for the period January 1, 2023 through December 31, 2025.

Section 2: The new Collective Bargaining Agreement shall take effect retroactively from January 1, 2023.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

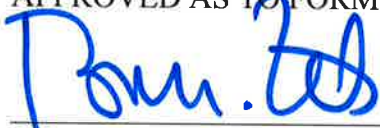
Section 4: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:

  
Kathy M. Hoskinson, Clerk

  
Michael W. Compton, Mayor

APPROVED AS TO FORM:

  
Brian M. Zets, Law Director

**ARTICLE 18 COMPENSATION — WAGES, LONGEVITY AND SHIFT DIFFERENTIAL.**

**Section 18.1 - Wages.**

Wage increases shall be effective the first full pay period in January each year of this Agreement as indicated in the wage scales below. ~~The 2020 wage scale represents a six percent (6.0%) increase over 2019.~~

**A. The wage scale for employees hired prior to January 10, 2021 shall be as follows:**

Step	1	2	3	4	5	6
Year	Upon Hire/ Probationary	Upon Completion of Probation	Upon Completion of Step 2 plus one year	Upon Completion of Step 2 plus two years	Upon Completion of Step 2 plus three years	Upon Completion of Step 2 plus four years
2022	n/a	26.36	28.51	29.63	31.89	32.21
2023	3.0%	n/a	27.15	29.36	30.52	32.85
2024	3.0%	n/a	27.96	30.24	31.44	33.84
2025	3.0%	n/a	28.81	31.15	32.38	34.86

**B. The wage scale for employees hired on or after January 10, 2021 shall be as follows:**

Step	1	2	3	4	5
Year	Upon Hire/ Probationary	Upon Completion of Probation	Upon Completion of Step 2 plus one year	Upon Completion of Step 2 plus two years	Upon Completion of Step 2 plus three years
2022	\$26.36	\$28.51	\$29.63	\$31.89	\$32.21
2023	3.0%	27.16	29.36	30.52	32.85
2024	3.0%	27.97	30.24	31.44	33.84
2025	3.0%	28.81	31.15	32.38	34.86

### C. Newly Hired and Lateral Hires

All newly hired officers shall begin at Step 1.

Lateral hires shall be placed in and paid commensurate with the wage step one "level" lower than the number of completed years of service at their immediately prior jurisdiction as defined in Section 2.2. of this Agreement. After six (6) months of employment with the Pataskala Police Department, laterally hired officers shall move to and be paid commensurate with the wage step based on their total completed years of fulltime law enforcement service at their immediately prior jurisdiction as defined in Section 2.2. of this Agreement. [For example: an officer hired laterally who has enough completed years of service at their immediately prior jurisdiction as defined in Section 2.2. of this Agreement to be placed in Step 3 shall instead be placed in Step 2 upon hire. After the first six (6) months of service with Pataskala Police Department the laterally hired officer shall move to Step 3.]

### D. Break in Service

In the event of a break in service, the original hire date shall be adjusted to reflect the break in service and the adjusted date would become the new anniversary date for purposes of awarding step increases.

~~The parties agree that the wage rates for 2021 and 2022 shall be subject to re-opened negotiations. The re-opener shall address hourly wages, shift differential, on-call pay and military incentive pay. Negotiations shall take place upon the request of either party after March 17, 2020. If neither party makes such a request the re-opener negotiations shall be pursuant to ORC §4117.~~

**Section 18.2 - Longevity.** Employees shall be granted longevity pay in the amount of one hundred dollars (\$100.00) for each full-time year of service with the Pataskala Police department. Only service with the Pataskala Police department shall be used to determine eligibility for longevity pay. In order to be eligible for such pay, the employee must have completed at least five (5) years of total service with the Pataskala Police Department. The maximum permissible payment under this section shall be two thousand dollars (\$2,000.00).

Longevity pay shall be paid annually in a lump sum payment upon the employee's anniversary date. The first such payment shall be five hundred dollars (\$500.00) and will be made upon the fifth (5<sup>th</sup>) anniversary of full-time service with the Pataskala Police Department. All longevity payments shall be by separate disbursement.

Longevity shall be added to the employee's base rate of pay for purposes of calculating the hourly overtime rate of pay.

**Section 18.3 Shift Differential.** Employees regularly assigned to the second and third shift shall receive a shift differential of fifty cents (~~\$0.50~~) per hour for all hours actually worked during second and third shift. Employees working the mid-watch shift shall receive shift differential for any/all hours worked during second and/or third shift. Shift differential will not be paid when employees are using paid leave time (sick, vacation, compensatory, etc.).

For the FOP/Ohio Labor Council:

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For the Employer:

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*[Handwritten signature]*  
*[Handwritten signature]*

Date 1-4-23

