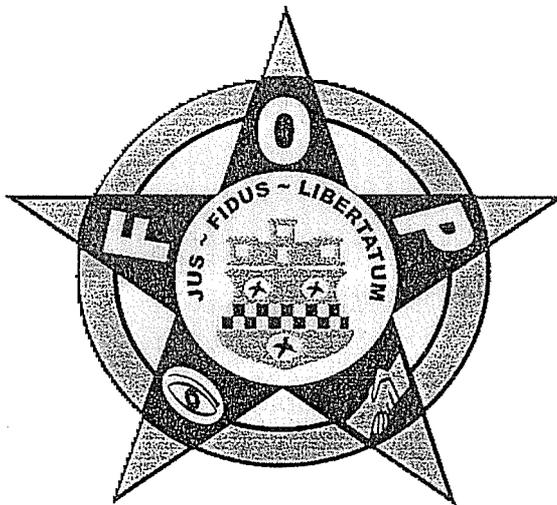


**ADDENDUM TO AGREEMENT**

**SERB Case No. 2013-MED-01-0004 (WAGE REOPENER)**

**BETWEEN THE  
CITY OF HUBBARD**



**and**

**THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

**POLICE SERGEANTS**

**EFFECTIVE: NOVEMBER 1, 2011**

**EXPIRES: OCTOBER 31, 2014**

The City of Hubbard and the Fraternal Order of Police, Ohio Labor OP/OLC, Inc., on behalf of the Sergeants bargaining unit hereby agree to the following modifications to the 2011-2014 (10-MED-08-1058) Agreement between the parties.

**ARTICLE 17**  
**EXTRA DUTY**

**Section 1. Extra Duty.** Any and all extra duty city work and special details connected with the Police Department, for example, prisoner transport and pick-up, city traffic details, Special Investigation, will be first offered to a bargaining member first on a rotating seniority basis with the exception that a part-time patrol or a reserve is not working a scheduled shift at that time. Only if no full time employees are available shall work be offered outside the bargaining unit.

**Section 2. Extra Duty Rate.** All sworn employees shall receive an extra duty pay rate not to exceed one and one-half (1 1/2) times the present rate of pay per hour of extra jobs worked and such pay shall be for no less than four (4) hours minimum of any payment made.

**ARTICLE 19**  
**OVERTIME**

**Section 1. Overtime Period.** Overtime shall consist of any time worked in excess of a normal work day or normal work week as defined in this Agreement.

**Section 2. A-T Election.** Each employee shall receive for each overtime hour worked, an amount equal to one and one half times their prevailing normal hourly rate at an increment of one-half (1/2) hour segments. Such overtime, at the discretion of the individual employee, may be taken as paid overtime, or as accumulated time (A-T). At the conclusion of the overtime worked, each employee will indicate on a triplicate form, provided by the Employer, his preference of paid overtime or accumulated time. This form will then be signed by the Chief of Police or his designee. One copy will be kept by the Chief, another sent to the Auditor's office and the third copy to be kept by the employee.

**Section 3. A-T Bank.** Each employee may accumulate up to one hundred twenty five (125) hours. Any time over this amount must be paid overtime.

**Section 4. A-T Scheduling/Usage.** When requesting accumulative time off, priority of preference will be given to vacation and paid holidays, respectively. Should two or more members request A.T. time off on the same calendar day, preference shall be given to the senior employee. The amount of A.T. time taken as consecutive time off will be reasonably governed by scheduling considerations. Accumulated time requests are subject to the operational needs of the Employer and must be submitted at least one (1) week in advance of the date requested, unless mutually agreed otherwise. The Employer agrees to respond to the request within three (3) days of being submitted. The parties agree that where an employee has been denied the usage of A-T, he shall be offered an alternative day for A-T usage within the next thirty (30) days for usage, be offered cash payment for the amount of hours denied, or the employee may withdraw his request for usage. The parties specifically agree that thirty (30) days constitutes a reasonable time period for satisfying a request for A-T usage under the Act. The parties

acknowledge that the Employer retains all its rights to manage the use of and administration of accumulated time under federal law.

**Section 5. Minimum Call-Out.** An employee who is ordered to report for work, including for training and court time, and so reports, shall receive a minimum of two (2) hours pay at one and one-half times his current rate of pay, so long as the time worked does not about his regular shift.

**Section 6. Holiday Call-Out and Overtime.** If an employee is not scheduled on a holiday but is called out, he shall receive a rate of two (2) times his regular hourly rate; or, if an employee is required to work in excess of his regular eight (8) hour shift on a holiday, any time worked thereafter shall be paid at a rate of two (2) times his hourly rate.

## **ARTICLE 21** **COMPENSATION**

**Section 1.** Effective November 1, 2011, a Sergeant shall be paid the following:

Hourly	Biweekly	Yearly
\$24.80	\$1,984.78	\$51,604.21

**Section 2. Rank Differential.** Effective January 1, 2003, the compensation for Sergeants with six months or more of service, regardless of probationary status, shall be 11% of the highest hourly rate for Patrolmen.

**Section 3. Acting Chief Pay.** Employees who act as the Police Chief in his designated absences shall be paid 95% of the Chief's rate or Sergeant's base rate, whichever is greater, for all time worked as Acting Police Chief. If overtime is involved, it shall be compensable as compensatory time.

**Section 4.** The parties agree that effective no later than three (3) weeks after execution of this Agreement, each member of the bargaining unit shall receive a lump sum payment in the amount of five hundred dollars (\$500.00).

Effective within three (3) weeks after January 1, 2014, each member of the bargaining unit shall receive a lump sum payment in the amount of five hundred dollars (\$500.00).

## **ARTICLE 23** **CLOTHING ALLOWANCE**

**Section 1. Amount.** All employees shall receive an annual clothing and equipment allowance, to include maintenance and upkeep of eight hundred fifty-five dollars (\$855.00) after an initial basic uniform is issued by the Employer.

**Section 2. Uniform Maintenance.** At each employee's option, 25% of the total clothing allowance may be used for uniform maintenance (dry cleaning, etc.). Receipts are to be submitted on a quarterly basis to the Employer for reimbursement to the employee.

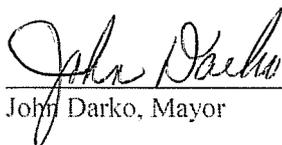
**Section 3. Equipment Maintenance.** The Employer shall pay an equipment maintenance allowance in the sum of three hundred dollars (\$300.00) a year. The payment shall be made twice a year. The first payment shall be in the first pay period in January of one hundred and fifty dollars (\$150.00) and the second payment shall be the first pay period in July of one hundred and fifty dollars (\$150.00). This payment will be made with a separate check from the bi-weekly paycheck.

**Section 4. Service Weapon.** Members who have completed at least ten (10) years of service, upon a service or disability retirement, shall be entitled to purchase their service weapon, this weapon must be at least three (3) years old, at a cost of one dollar (\$1.00).

**EXECUTION**

The parties have caused this Addendum to be duly executed this 18 day of June 2013.

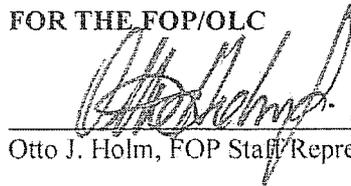
**FOR THE CITY OF HUBBARD**

  
\_\_\_\_\_  
John Darko, Mayor

  
\_\_\_\_\_  
Lou Carsone, Safety Director

  
\_\_\_\_\_  
Robin L. Bell, Chief Negotiator  
Clemans, Nelson & Associates, Inc.

**FOR THE FOP/OLC**

 6-11-13  
\_\_\_\_\_  
Otto J. Holm, FOP Staff Representative

\_\_\_\_\_  
FOP Bargaining Team Member