



12-MED-09-0903
0376-04
K30930
07/21/2014

ARTICLE 18 - WAGES

Section 18.1. Effective on January 1 of 2013, the pay ranges to which bargaining unit employees are assigned shall be in accordance with Appendix A of this Agreement. After being promoted to Sergeant or Chief Detective, the employee will be placed on Step 1 of the pay range schedule in Appendix A. The employee will progress to the next step on the scale as indicated, except for 2013, unless any other bargaining unit or non-bargaining unit employee receives a step increase.

Effective June 29, 2014, the City will provide bargaining unit members a 2% wage increase. In the event that any group, bargaining unit or non-bargaining unit employees of the Employer is granted an annual wage increase, including by way of fact finding and/or conciliation, in excess of the 2% annual increase provided by this agreement, or the annual increase, if any, of the subsequent reopeners, the increase provided by this agreement shall be amended to conform to that higher percentage increase. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees.

Section 18.2. Each bargaining unit employee who has not reached the top step in his salary range in the Employer's pay plan shall be granted the appropriate step level increase on his anniversary date within the classification as provided for in such pay plan. Effective with the pay period beginning on June 29, 2014, and including July 1, 2014, the placement of bargaining unit employees on the salary scale (step increases) will be "caught up" to correspond to the employees' years of qualifying service.

Section 18.3. The Employer will pay a shift differential to the members of the bargaining unit. The shift will be determined by the majority of time spent in any set of hours. Second shift: 1800 hours to 0600 hours. Employees eligible for shift differential will receive such shift differential for all hours of the shift, including the hours outside of the above limits which are a normal part of the shift.

Section 18.4. The employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave, vacation, supervisor day leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents per hour. The established rate shall be seventy cents (\$.70) per hour for 1800 to 0600. Should the parties mutually agree to go to an alternative work schedule in accordance with Article 17.1, the established rate shall be a rate to be negotiated by the parties.

Section 18.5. Employees who are assigned to serve on the Special Response Team (SRT) will receive a five percent (5%) increase in their base wage rate applicable while assigned to that team during the term of the contract. To the extent that an employee's SRT assignment extends over the course of more than one calendar year, the employee's base wage rate in the succeeding year is not compounded

Handwritten signature and date:
MAG
5-16-14

by the prior year's SRT pay. The City commits to continue staffing a SRT for the duration of this agreement.

Section 18.6. The Employer will pay five dollars (\$5.00) per day, for each of the 365 days in a year (for an annual total of \$1,825.00), to the Canine Officer for dog maintenance expenses. This amount shall be included in each paycheck received by this officer. This sum is intended to cover all dog maintenance expenses, other than dog food and veterinarian bills, and is specifically intended to cover, but is not limited to, grooming and boarding costs. The Canine Officer will not become entitled to payment exceeding this sum from the Employer for dog maintenance expenses, other than payment or reimbursement of veterinarian bills and dog food expenses, even if the Canine Officer actually incurs greater expenses than covered by the stated sum. This provision supersedes the general expense reimbursement provisions of Article 27 of this agreement with regard to dog maintenance expenses incurred by the Canine Officer.

Section 18.7. The Employer shall pay all bargaining unit employees by electronic funds transfer. Such electronic funds transfer shall take place in one of two ways, depending upon the employee's election: (1) direct deposit into an account at the employee's financial institution; or (2) stored-value debit card, which shall be opened in the employee's name and provided to the employee. Employees shall authorize the Employer to make direct deposits by completing the appropriate authorization agreement and providing the appropriate account information. Employees electing to receive a stored-value debit card shall cooperate with the Employer and the Employer's financial institution to create the stored-value debit card for the employee's benefit.

WA
DSB
5/15/14
MAL
5-16-14

ARTICLE 47 - DURATION

Section 47.1. The provisions of this Agreement shall be effective upon execution by the parties, except as otherwise specifically provided, and shall remain in full force and effect from January 1, 2013 through December 31, 2015.

Section 47.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified by mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. All other provisions of ORC 4117 shall apply unless otherwise mutually agreed upon.

W.S. B.B.
5/15/14
MAD
5/16/14

APPENDIX A:

WAGE SCALE SERGEANT

	Probation	1 Year 1 Day to 2 Years	2 Years 1 Day to 3 Years	Over 3 Years
2013 - 6-28-14				
Hourly	\$27.04	\$28.54	\$29.40	\$29.85
Annually	\$56,243	\$59,363.20	\$61,152	\$62,088
June 29, 2014				
Hourly	\$27.58	\$29.11	\$29.99	\$30.45
Annually	\$57,366.40	\$60,548.00	\$62,379.20	\$63,336.00
2015				
Hourly	\$27.58	\$29.11	\$29.99	\$30.45
Annually	\$57,366.40	\$60,548.00	\$62,379.20	\$63,336.00

NOTE: The annual rates were computed by multiplying the rounded hourly figure shown in the table by 2080 hours, and rounding to the nearest dollar.

WAGE SCALE CHIEF DETECTIVE

	Probation	1 Year 1 Day to 2 Years	2 Years 1 Day to 3 Years	Over 3 Years
2013 - 6-28-14				
Hourly	\$27.04	\$28.54	\$29.40	\$29.85
Annually	\$56,243	\$59,363.20	\$61,152	\$62,088
June 29, 2014				
Hourly	\$27.58	\$29.11	\$29.99	\$30.45
Annually	\$57,366.40	\$60,548.00	\$62,379.20	\$63,336.00
2015				
Hourly	\$27.58	\$29.11	\$29.99	\$30.45
Annually	\$57,366.40	\$60,548.00	\$62,379.20	\$63,336.00

NOTE: The annual rates were computed by multiplying the rounded hourly figure shown in the table by 2080 hours, and rounding to the nearest dollar.

Handwritten notes:
 5/15/14
 MAA
 DT-12-141

City of Wilmington
Sgts. Reopener Negotiations
Employer Package Proposal

May 15, 2014

1. The City will adjust the step placement of all employees in this bargaining unit so that each employee will be placed on the step they would have occupied had they advanced on the contract pay scale(s) during the period of the City's wage freeze. This adjustment will become effective with the pay period beginning on June 29, 2014, and including July 1, 2014. Article 18 will be modified as indicated on the attached copy of that article.

2. Effective June 29, 2014, the City will give bargaining unit members a 2% salary increase. Article 18 will be modified as indicated on the attached copy of that article.

3. Notwithstanding any language to the contrary in the current collective bargaining agreement, this package proposal resolves and completes the parties' 2014 and 2015 wage reopener negotiations, and satisfies the need for further bargaining over contractual wage issues until the parties commence negotiations for a successor collective bargaining agreement in 2015. In addition, this package proposal resolves any pending grievances pertaining to step assignment for this bargaining unit. Article 47 and Appendix A will be modified as attached.

For the Employer:

[Signature]
[Signature]
[Signature]

5/15/14

For the FOP:

[Signature] 5-16-14
[Signature] 5-16-14

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

CITY OF WILMINGTON,
EMPLOYER.

}
}
}
}
}
}
}
}
}
}
}

CASE NO.(S): 12-MED-09-0903
(Sergeants et al)

(This will close the open case for
Case No.(s): 13-MED-09-1226)

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and amendment to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. David S. Blaugrund, dsb@bhmlaw.com