Sidebar Agreement between the City of Tallmadge and 12-hour Patrol Officers and Patrol Sergeants for the City of Tallmadge in accordance with the provisions of Article 18.03 of the collective bargaining agreement effective January 1, 2015- December 31, 2015

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Recognize by those empowered to sign this document that on this date, the City of Tallmadge and the Fraternal Order of Police, Ohio Labor Council (Patrol Officers) and (Sergeants and Lieutenants) have entered into an agreement that an alternative schedule shall exist to allow for 12-hour shifts for Patrol Officers and Sergeants and Lieutenants. The schedule will consist of 80 hours per pay period; 6, 12-hour shifts, and 1, 8-hour shift, which shall be in effect from January 1, 2015 through December 31, 2015 unless terminated sooner in accordance with this agreement.

This sidebar agreement is for purpose of agreement on implementing an alternative work schedule consisting of a twelve hour schedule for patrol officer and patrol sergeants, and shall terminate on December 31, 2015. The decision to cancel this compressed work week schedule may occur at any time during this contract and is solely at the Employer's discretion and any such decision is not subject to the parties' grievance/arbitration procedures. However, the city will provide a fifteen (15) day notice prior to cancellation of the alternative work schedule.

There is recent and ongoing national research on the subject of alternative work schedules and the employer will monitor this research and the effectiveness of the alternative schedule in the Tallmadge Police Department. Evaluative factors include, but are not limited to: overtime cost to fill shifts due to granting time off requests, overtime costs generally, sick time usage (non-FMLA), issues involving fatigue, quality of work life, work/family conflict, productivity, change in self-initiated activity, etc.

Article 16

Convert "work days" to "work hours"; 10=80 hours, 15=120 hours, 20=160 hours, and 25=200 hours.

Article 17 - Holidays

Sections 17.01, 17.02, 17.03, 17.04, and 17.07 shall remain as written. Section 17.06 and 17.08 for 12-hour personnel will read:

17.03(A)
All holidays listed in the current contract shall remain.

Each holiday listed will be considered to be an 8 hour period of the 12 hour shift. Each holiday listed above will begin at 2300 on the day before the holiday and end at 2300 on the actual holiday. All holiday pay rates would remain as negotiated. No union member shall receive more than 8 hours of holiday benefits for any given holiday listed.

17.05 In addition to the holidays referred to in Section 17.03 hereof, any eligible Union member may choose, with the approval of the Chief of Police or his designee, twenty-four (24) additional personal holiday hours (3 personal holidays times 8 hours) during each calendar year. These twenty-four (24) personal holiday hours shall be used or lost, they may not be carried forward into the next year.

17.06 For the purpose of computing overtime pay, none of the holidays enumerated in Section 17.03 or 17.05 shall be considered as work performed in the particular pay period in order to compute the pay period of eighty (80) hours, unless such holiday is actually worked.

17.08 Employees who work more than twelve (12) hours on any of the holidays listed in 17.03 shall be paid two and one half times (2.5) their base hourly rate for all hours worked in excess of twelve (12) hours.

Article 18 - Hours of Work

Sections 18.01 and 18.02 shall remain as written and 18.03 will read as follows with the addition of 18.04 and 1805:

18.03 For union members working eight (8) hour shifts, the regular pay period shall consist of forty (40) hours; five (5) days of eight (8) consecutive hours each and two days off; Days off shall be consecutive days though not necessarily in the same work week.

18.04 For union members working twelve (12) hour shifts, the regular pay period shall consist of eighty (80) hours; six (6) days of twelve (12) consecutive hours each, and one (1) day of eight (8) hours. The eight (8) hour workday can and will vary throughout the scheduling year to help accommodate training and staffing levels. Days off shall be consecutive days though not necessarily in the same work week.

18.05 There will be at least one officer designated as a "**FILL SHIFT**" officer that will have a flexible schedule to assist in coverage of time off requests. This officer(s) will also work six (6) days of twelve (12) consecutive hour shifts with one (1) day of eight (8) consecutive hours for each two (2) week, eighty (80) hour pay period. The fill shift officer(s) will only work one shift or the other in any two week pay period cycle. The fill shift officer(s) will work either 0700-1900 or 1900-0700 with no changing between "days" and "nights" in the middle of the pay period. The fill shift officer(s) will not be required to be part of the "order in" list that can be used to fill sick leave call offs. The fill shift officer(s) will have consecutive days off as stated in Article 18.03 (minimum of two (2) consecutive days off, no isolated single days off).

Article 20 - Overtime

Sections 20.03, 20.04, and 20.05 will remain unchanged. Sections 20.01 and 20.02 for 12-hour employees will read:

20.01 Any work performed by an eligible employee outside the employee's regularly scheduled twelve (12) working hours shall be compensated at one and one-half (1.5) times their normal rate for the employee performing such work. Any work performed by an eligible employee outside the employee's regularly scheduled eight (8) working hours shall be compensated at one and one-half (1.5) times their normal rate for the employee performing such work on the regularly scheduled eight (8) hour day.

20.02 Any work performed by an eligible employee in excess of the eighty (80) hours in a standard pay period shall be compensated at the rate of one and one-half (1.5) times the normal rate of the employee performing such work.

Article 23 – Call Back Pay

Section 23.01 shall remain as written.

23.02 Order-In For Call-Off Sick

In the event a patrol officer or road sergeant calls off sick, bringing the current staffing for a shift below the required minimum, a list of on-call personnel to be ordered-in will be established. This list will be referred to if the standard procedure of offering the overtime to volunteers within a thirty minute call-in period does not fill the vacancy.

In a normal month, each four member team will be responsible for having a member of the team on call-in status when the other team is working (example: Day Team A would be responsible for having a person on call when Day Team B is scheduled to work and vice versa). Each month, after the initial monthly schedule is released, sergeants and officers will have a maximum of 7 days to complete the order in list and return it to the patrol scheduler. Each officer and sergeant will be responsible for their fair share of signing up, based on time of service. In a normal month, each team member would be responsible for approximately four days of being the person on call for the opposite shift. Each officer and sergeant will be responsible for signing up for a minimum of one Friday or Saturday callout shift coverage. In the event a person that is on "on-call" status is unable to cover their order-in, disciplinary action will be taken against the officer or sergeant who is unable or unwilling to cover the shift, and the least senior officer assigned to the "on call" team shall be ordered in instead. This on-call list will be kept current and maintained in the schedule book with the current work schedule at all times. This list will be maintained by the patrol scheduler.

For the CITY OF TALLMADGE

Mayor date 12/18/14

For the Union

12/18/14 date

PRESIDENT
FOP LODGE #111