



RESOLUTION 2023-26

A RESOLUTION AUTHORIZING THE APPROVAL OF THE TENTATIVE AGREEMENTS ACHIEVED IN COLLECTIVE BARGAINING BETWEEN THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. AND THE CITY OF POWELL, OHIO FOR THE SERGEANTS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTION TO FINALIZE THE COLLECTIVE BARGAINING AGREEMENTS NEGOTIATED BETWEEN THE PARTIES

WHEREAS, The City of Powell, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc. engaged in negotiations for a renewed contract and achieved a tentative agreement regarding full contract settlement for the Sergeants for the period of January 1, 2024 through December 31, 2026; and

WHEREAS, Tentative Agreements were achieved by the parties and are being presented to City Council for approval consistent with Chapter 4117 of the Ohio Revised Code.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

- Section 1: That City Council hereby approves and authorizes the tentative agreements reached by the parties in collective bargaining between the City of Powell and Fraternal Order of Police, Ohio Labor Council, Inc. for the bargaining unit consisting of Sergeants.
- Section 2: That the City Manager shall be authorized to take any and all necessary steps and appropriate actions to finalize the collective bargaining agreements consistent with the terms of the negotiated tentative agreements.
- 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 Council and any of the decision-making bodies of the City of Powell which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio

Section 4: That this Resolution shall be in full force and effect immediately upon adoption.



Daniel Swartwout
Mayor

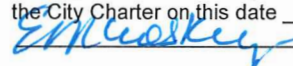
10/17/2023
Date



Elaine McCloskey
City Clerk

10/17/2023
Date

EFFECTIVE DATE: October 17, 2023

This legislation has been posted in accordance with
the City Charter on this date 10/20/2023.


City Clerk

OK

Article 17
Hours of Work and Overtime

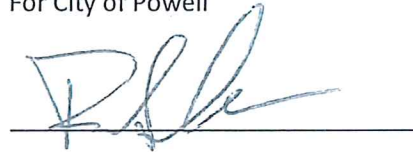
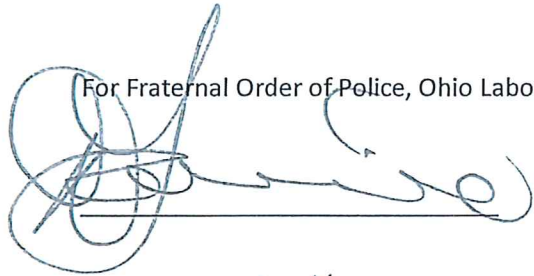
Section 17.5 Compensatory Time

At the election of the employee, overtime may be compensated with compensatory time off. Such compensatory time off shall be earned in a manner consistent with the overtime provisions outlined above. Employees shall be permitted to accrue no more than eighty (~~90~~84) hours of compensatory time. An employee's compensatory time balance is refillable provided that at no time may an employee's compensatory time balance exceed eighty (~~90~~84) hours.

Employees shall be permitted to convert any accrued, but unused compensatory time to cash at the employee's appropriate rate of pay by submitting a request(s) in writing between January 1 and November 30.

For Fraternal Order of Police, Ohio Labor Council, Inc.

For City of Powell



William Elliott

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St. [illegible] # 719

Date 10-2-2023

Date 10-02-2023

**Article 19
 Compensation**

Section 19.1 Pay Rates Effective the first full pay period including January 1, ~~2021~~2024, all bargaining unit employees shall be paid as follows representing a ~~two and one quarter~~five percent (~~2.25~~5%) increase:

~~0-1 Year~~ _____ ~~After 1 Year~~
~~\$103,468.82 Annually*~~ _____ ~~\$108,147.78 Annually*~~
~~\$49.74 Hourly~~ _____ ~~\$51.99 Hourly~~

<u>Sergeant (0-1 Year)</u>	<u>\$115,222.00</u>
<u>Sergeant (After 1 Year)</u>	<u>\$120,461.80*</u>

Sergeants shall be compensated pursuant to the wage schedule above. Newly promoted, or hired, Sergeants shall also be compensated pursuant to the wage schedule above.

*It is understood that the annual rate is listed for illustrative purposes only as bargaining unit employees are hourly employees.

Effective the first full pay period including January 1, ~~2022~~2025, bargaining unit employees will receive a ~~two and one quarter~~five percent (~~2.25~~5%) wage increase.

~~0-1 Year~~ _____ ~~After 1 Year~~
~~\$106,558.40 Annually*~~ _____ ~~\$111,384.00 Annually*~~
~~\$51.23 Hourly~~ _____ ~~\$53.55 Hourly~~

~~The parties agree that upon the request of either party, Article 19, Wages, Section 19.1, Pay Rates, may be re-opened for the purpose of bargaining wages. The request to re-open Section 19.1, Pay Rates, must be made no more than thirty (30) days on or before October 15, 2021. If no request to re-open is made by either party, then wages shall not be re-opened.~~

<u>Sergeant (0-1 Year)</u>	<u>\$120,983.09</u>
<u>Sergeant (After 1 Year)</u>	<u>\$126,484.89</u>

City of Powell
 Union Proposal
 Article 19 Compensation, Section 19.1 – Pay Rates
 October 10, 2023

Effective the first full pay period including January 1, ~~2023~~2026, for dates January 1, 2026 through June 30, bargaining~~2026, bargaining~~ unit employees will receive a ~~two-three~~ and one-half percent (23.50%) wage increase.

~~0-1 Year~~ After 1 Year
~~\$109,755.15 Annually*~~ \$114,725.52 Annually*
~~\$52.77 Hourly~~ \$55.16 Hourly

~~The parties agree that upon the request of either party, Article 19, Wages, Section 19.1, Pay Rates, may be re-opened for the purpose of bargaining wages. The request to re-open Section 19.1, Pay Rates, must be made on or before October 15, 2022. If no request to re-open is made by either party, then wages shall not be re-opened.~~

<u>Sergeant (0-1 Year)</u>	<u>\$125,217.51</u>
<u>Sergeant (After 1 Year)</u>	<u>\$130,911.86</u>

Effective the first full pay period including July 1, 2026, for dates July 1, 2026 through December 31, 2026, bargaining unit employees will receive a three-point four one percent (3.41%) wage increase.

<u>Sergeant (0-1 Year)</u>	<u>\$129,487.43</u>
<u>Sergeant (After 1 Year)</u>	<u>\$135,375.95</u>

For Fraternal Order of Police, Ohio Labor Council, Inc.

For City of Powell

City of Powell
Union Proposal
Article 19 Compensation, Section 19.1 – Pay Rates
October 10, 2023

Date _____

Date _____

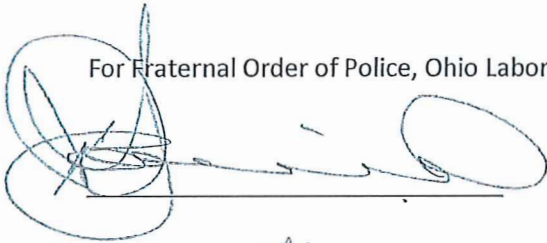
City of Powell
Union Proposal
Article 19 Compensation, Section 19.3 – Shift Differential
October 6, 2023

**Article 19
Compensation**

Section 19.3 Shift Differential

Officers assigned to a shift in which at least one-half(½) or more of their scheduled working hours occur between the hours of 2:00 p.m. and 6:00 a.m. shall receive a shift differential. Employees shall receive a shift differential of \$1.00~~15~~15/hr.

For Fraternal Order of Police, Ohio Labor Council, Inc.



William Elliott
Bob Powers # 719

For City of Powell



Date 10-06-2023

Date 10-06-2023

Article 19
Compensation

Section 19.7 Longevity Retention Incentive

All employees serving as Patrol Officers in the bargaining unit shall be entitled to a retention incentive in accordance with the following schedule, provided that all complete years of service are consecutive and have been accumulated with the City of Powell Police Department:

<u>Completed, Consecutive Years of Service as Patrol Officers the City of Powell Police Department</u>	<u>Amount</u>
<u>Four (4) through Six (6) Years</u>	<u>\$950</u>
<u>Seven (7) through Ten (10) Years</u>	<u>\$1,150</u>
<u>Eleven (11) through Fourteen (14) Years</u>	<u>\$1,450</u>
<u>Fifteen (15) through Nineteen (19) Years</u>	<u>\$1,700</u>
<u>Twenty (20) or More Years</u>	<u>\$1,900</u>

Employees shall become eligible for their retention incentive payment on the anniversary date of their employment with the City and must be in an active status on that date. The employee shall actually receive such longevity payment during the first pay of November each year in the employee's regular payroll deposit This includes employees on workers' compensation leave. The payroll deposit in which the retention incentive payment is included shall be taxed at the employee's existing W-4 rate.

In the event an employee is on Leave without Pay for more than six (6) months within the particular year for which the employee would normally be entitled to retention incentive pay, they shall forfeit their entitlement to such pay.

Employees must be employed by the City of Powell on their retention incentive payment date to receive their retention incentive pay. Retention Incentive pay will not be prorated.

After seven (7) full years of completed service with the City of Powell as a Patrol Officer, bargaining unit employees shall be eligible for a lump sum longevity payment as follows:

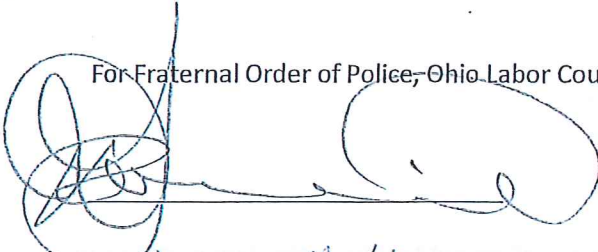
After 7 full years of completed service (beginning the employee's 8th year) through 14 years of completed service: \$750;

After 14 years of completed service (beginning the employee's 15th year) through 19 years of completed service: \$1,250;

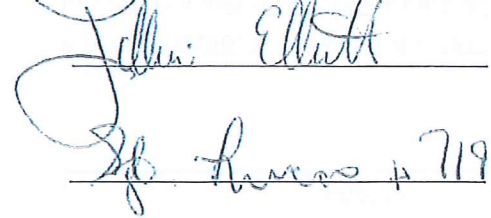
City of Powell
Union Proposal
Article 19 Compensation, Section 19.7 – Longevity
October 2, 2023

After 19 years of completed service (beginning the employee's 20th year): \$1,750.

For Fraternal Order of Police, Ohio Labor Council, Inc.

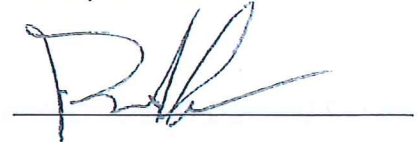


Jellin Elliott



J.P. Hancock #719

For City of Powell



Date 10-06-2023

Date 10-06-2023

City of Powell
Union Proposal
Article 20 Holidays, Section 20.1 – Paid Holidays
October 2, 2023

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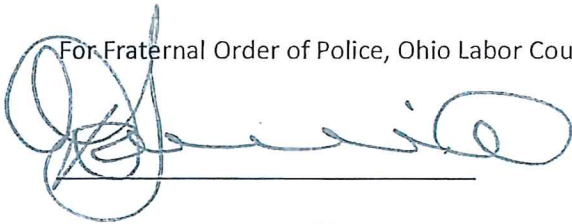
**Article 20
Holidays**

Section 20.1 Paid Holidays

Effective upon signing of this Agreement, the following are designated as paid holidays for all Employees:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Juneteenth
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (4 Hours)
Christmas Day
New Year's Eve (4 Hours)

For Fraternal Order of Police, Ohio Labor Council, Inc.



William Elliott

Det. Lucas #719

For City of Powell



Date 10-2-2023

Date 10-02-2023

OK

**Article 21
Vacation Leave**

Section 21.3 Schedule of Accrual

Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

<u>Completed Years of Service</u>	<u>Accrued Vacation (Hours Per Year)</u>	<u>Accrual Level (Max.) Per Pay Period</u>
0- 4 <u>2</u> Years of Service	80 Hours (10 Days)	3.1 Hours
5- 9 <u>3</u> -4 Years of Service	120 Hours (15 Days)	4.6 Hours
10-15 <u>5-9</u> Years of Service	140-160 Hours (17-20 Days)	5- 4 <u>6.2</u> Hours
16-20 <u>10-15</u> Years of Service	160-180 Hours (20-22.5 Days)	6- 2 <u>9</u> Hours
21-25 <u>16-20</u> Years of Service	180-200 Hours (22-25 Days)	6- 9 <u>7.7</u> Hours
26 <u>21</u> + Years of Service	200-220 Hours (25-27.5 Days)	7- 7 <u>8.5</u> Hours

Employees with prior service with the Ohio Police & Fire Pension Fund, State of Ohio, or any political subdivision in the state, will receive credit for that service in computing their continuous length of service for vacation accrual.

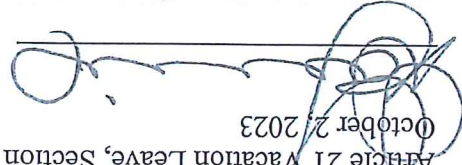
If the prior public service was with an Agency that qualifies for credit under this section, Human Resources will contact the Agency to verify the employee's time worked. Two thousand and eighty (2080) hours of prior public service will equal one year of credit under this procedure.

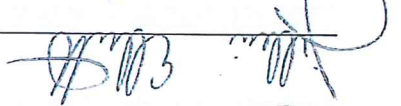
Any Patrol Officer under the bargaining contract eligible for an increase in their vacation accrual will be adjusted to the correct Completed Years of Service accrual effective January 1, 2024. Eligible employees' vacation accrual will not be backdated to receive a one-time adjustment to their vacation accrual balance.

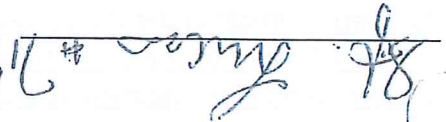
For Fraternal Order of Police, Ohio Labor Council, Inc.

For City of Powell

City of Powell
Union Proposal
Article 21 Vacation Leave, Section 21.3 – Schedule of Accrual
October 2, 2023

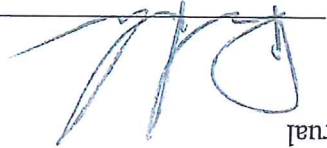





_____ #719

Date 10-2-2023

Date 10-02-2023



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Article 21
Vacation Leave

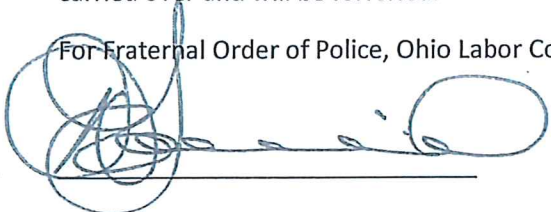
Section 21.4 Maximum Accumulation

Eligible full-time employees may accumulate unused vacation leave days as calculated below:

CONINUOUS LENTH OF SERVICE	MAXIMUM ACCUMULATION
0-4 <u>2</u> years of service	120 Hours (15 days)
5-9 <u>3-4</u> years of service	180 Hours (22.5 days)
10-15 <u>5-9</u> years of service	210 -240 Hours (26.25 30 days)
16-20 <u>10-15</u> years of service	240-270 Hours (30 -33.75 days)
21-25 <u>16-20</u> years of service	270-300 Hours (33.75 37.5 days)
26+ <u>21+</u> years of service	300-330 Hours (37.5 41.25 days)

Hours in excess of the maximum amount at the end of the year (Dec. 31) will not be permitted to be carried over and will be forfeited.

For Fraternal Order of Police, Ohio Labor Council, Inc.



William Elliott

Sgt. Andrew #719

10-2-2023

For City of Powell



10-02-2023

_____ Date

_____ Date

City of Powell
Union Proposal
Article 28 Educational Incentive, Section 28.1 – Educational Incentive
October 2, 2023

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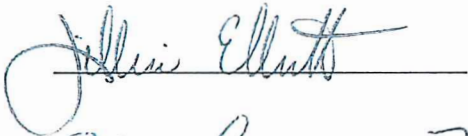
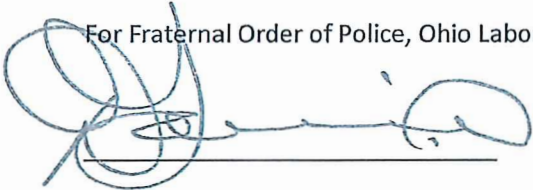
**Article 28
Educational Incentive**

Section 28.1 Educational Incentive

After three (3) years of employment with the City of Powell Police Department, an employee who has an Associate's, Bachelor's or Master's degree from an accredited college/university, shall be entitled to a yearly educational incentive as follows:

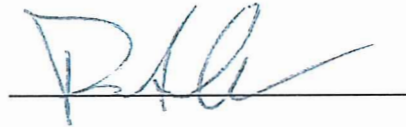
Associate's Degree	\$ <u>125250</u>
Bachelor's Degree	\$ <u>350500</u>
Master's Degree	\$ <u>500750</u>

For Fraternal Order of Police, Ohio Labor Council, Inc.



Date 10-2-2023

For City of Powell



Date 10-02-2023