Whereas the City of Hamilton and Fraternal Order of Police Lodge 38, have negotiated certain changes to the collective bargaining agreement originally effective September 1, 2007 through August 31, 2010 and thereafter extended through August 31, 2012; the parties hereby agree to this Amendment to the Collective Bargaining Agreement by and between the City of Hamilton, Ohio and Fraternal Order of Police Lodge 38.

ARTICLE VI. **WAGES**

Wage rates for unit members of FOP 38 shall be in accordance with Appendix A.

The top base pay for the rank of Detective shall be fifteen percent (15%) above the top base pay for the rank of Police Officer.

ARTICLE XI. **HOSPITALIZATION, MEDICAL-SURGICAL COVERAGE**

Section 1. The City shall provide a network plan of medical/hospital/surgical protection, in accordance with the recommendations of the joint LMC Committee. The current plan is described as a managed care, point of service, plan. It will continue to be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments in plan years 2012 or beyond. A list of the current benefit structure is attached hereto as Appendix B.

The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction.

Section 2. Employee eligibility for medical/surgical/dental/ prescription care coverage shall commence relative to the employee's date of hire. If the employee is hired on or before the fifteenth of the month, coverage shall go into effect on the first of the next month. If the employee is hired after the fifteenth of the month, coverage shall commence on the first of the following month.

Section 3. The Union agrees to participate in a Joint Insurance Committee and to adhere to Committee recommendations of cost-saving administration of benefits suggestions made by the Committee.

Section 4. The Municipality will pay its portion of premiums for hospitalization/health care and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

Section 5. In those instances in which the City employs both spouses of the family unit, the City will provide only one (1) family plan of coverage and that plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

ARTICLE XV. LONGEVITY

Section 1. Unit members shall receive longevity pay based upon the following percentages, utilizing the maximum step rate for the Police Officer classification as shown in the Classification and Compensation Plan through December 31, 2012:

Years of Service	% of Stipulated Salary
5 through 7 years	- 2%
8 through 11 years	- 4%
12 through 15 years	- 6%
16 through 19 years	- 8%
20 years and over	- 10%

Section 2. Unit members shall receive longevity pay based upon the following percentages, utilizing the maximum step rate for the Police Officer classification as shown in the Classification and Compensation Plan beginning on January 1, 2013:

Years of Service	% of Stipulated Salary
5 through 7 years	- 2%
8 through 11 years	- 4%
12 through 15 years	- 7%
16 through 19 years	- 9%
20 years and over	- 11%

Section 3. The appropriate amount of longevity pay shall be added to the unit member's salary beginning with the pay period next following the particular member's anniversary date.

Section 4. For purposes of longevity pay, unit members who resign and are later reinstated shall earn longevity on the basis of their most recent employment date.

Section 5. Accrued, but unpaid longevity pay is forfeited by an employee who is terminated for disciplinary reasons. However, such funds may be recovered and are payable if the employee is reinstated by the Civil Service Commission or a Court of Law and all appeals are exhausted.

ARTICLE XXIII. **PREFERENTIAL PAY**

Section 1: Physical Fitness Bonus An annual preferential pay for physical fitness which will be applied to persons who are able to perform the aerobic/running standards as shown:

A. First bracket: $150.00. Will be paid to unit members who can run 1½ mile in less than 15:31 (fifteen minutes, thirty-one seconds).

B. Second bracket: $200.00, in addition to subsection A above, will be paid to unit members who can run 1½ mile in less than 14:05 (fourteen minutes, five seconds).

Participation in this physical fitness evaluation shall be voluntary only. The evaluation measure shall be scheduled, at the discretion of the Chief, during the span between June through October of each year and shall be announced in advance. Provided, the time standard established and required for the physical fitness standard for those members of the SWAT team shall, if achieved, qualify those individuals for the above physical fitness bonus in lieu of participation in the voluntary evaluation referenced above.

Section 2. Educational Achievement An annual preferential pay for educational achievement which will be applied to persons who have provided documentation that they have attained the educational achievement standards as shown:

A. First bracket: $150.00. Will be paid to unit members who have:

1. An Associate's degree from an accredited college or university; or,

2. Graduation from the Field Training Officer (FTO) training program, and active participation in the program.

   (A) "Active participation" currently is defined as completion of the training in the program, and current denotation as an FTO, not necessarily active service during the calendar year;

   (B) Officers may be removed from the program upon the recommendation of the Division Commander or the Training Supervisor and Services Commander, and with the approval of the Chief of Police;

(C) If removed from the program during the calendar year, the benefit shall be prorated for months of active participation in the program;

B. Second bracket: $200.00, in addition to Section A above, will be paid to unit members who have:

1. A Bachelor's degree from an accredited college or university; or,

2. An Associate's degree, and,

Graduation from the Field Training Officer (FTO) training program, and active service during the calendar year as an FTO as certified by the Training Supervisor and Services Commander.

Section 3. Payment. Payment for FTO shall be for the time actually designated as an FTO on an annual basis. Payment shall be as an annual bonus on the regular payroll distribution nearest December 1 of each year.

Section 4. The provisions of Sections 1 and 2 of this Article XXIII pertaining to physical fitness bonus and educational achievement shall be void and unenforceable in any year in which all other employee groups (union and non-union) within the City give up such education and fitness incentives.

ARTICLE XXXIII. COMPENSATORY TIME OFF

All accrued compensatory time carried by an employee, regardless of the method by which it was earned, will be combined into one (1) comp time bank, which shall be subject to the following provisions: Any officer may accumulate up to 200 hours of compensatory time off. No officer will be allowed to carry over more than 200 hours of compensatory time into the next calendar year. Officers must receive pay for all time above the maximum of 200 hours. Officers may convert any portion of accumulated hours in the compensatory time bank to pay at any time. Upon execution of this amendment in 2011, bargaining unit employees shall receive an additional sixty (60) hours of comp time credited to their bank. Effective upon the beginning of the first pay period which begins in calendar year 2012, bargaining unit employees shall receive an additional sixty (60) hours of comp time credited to their bank. Such additional comp time shall be subject to the above referenced limitations, except that, through August 31, 2014, employees may maintain a compensatory time accrual of up to 240 hours. As of August 31, 2014, all compensatory time to an employee's credit above 200 hours shall be converted to pay.

ARTICLE XXXVI. NO LAY-OFFS, NO ATTRITION

Section 1. The total sworn complement is hereby defined as 113 bargaining unit officers.

A. The above referenced total sworn bargaining unit complement shall be reduced over the term of this agreement through attrition within the police officer rank. As bargaining unit complement is reduced through attrition, the defined total sworn bargaining unit complement shall be automatically amended to reflect the reduced number; provided, once sufficient attrition has taken place to reduce the bargaining unit complement to 104 officers (which number shall include any fully grant funded positions), the City will maintain that complement, subject to any reasonable delays in hiring due to administration of civil service exams. The parties agree to meet in 2014 to discuss the appropriate staffing level of the promoted positions within the department, taking into account service demands, span of control, organization structure and financial resources. It is further agreed that the at the time the sworn bargaining unit complement reaches 104 officers, sworn police officers shall no longer be utilized to work in the public safety communications center as fill in for Public Safety Communications Officers.

Within thirty (30) calendar days of reaching the revised complement of 104 sworn bargaining unit officers through attrition, the remaining members of the bargaining unit shall be eligible for a one-time lump sum payment of $1,500 per employee. Provided, that employees who have twenty (20) years of service or greater as of the date that the revised complement of 104 sworn bargaining unit officers is met, shall receive an additional $500 lump sum payment at the same time, for a total of $2000.

ARTICLE XL DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall remain in effect until midnight, August 31, 2014. A party wishing to terminate, modify or negotiate a successor agreement shall notify the other party in writing of its offer to bargain collectively at least sixty (60) days before this Agreement expires. Said party must also notify the State Employment Relations Board by sending it a copy of its offer to bargain and a copy of the existing Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 12TH day of JULY, 2011.

FOR: FOP Lodge 38

Brian Robinson
President, FOP Lodge 38

FOR: CITY OF HAMILTON

Joshua A. Smith
City Manager

7/13/11