

09-MED-09-0899

K26292

1111-01

EMPLOYMENT
RELATIONS BOARD

2011 SEP 23 P 12: 42

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of Hillsboro and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing bargaining units of City Employees in the classifications of Dispatcher, Police Officer and Sergeant as certified by the Ohio State Employment Relations Board. The parties agree that Articles 16 and 20 of the current agreement set to expire as of December 31, 2012 are amended to read as outlined below consistent with Fact Finder Howard Tolley's report which has been deemed accepted by the State Employment Relations Board.

ARTICLE 16 WAGES

Section 16.1 Wage Steps

A. Effective July 1, 2011, all employees covered by this agreement shall be paid in accordance with the following schedule which reflects a 1% increase:

	Step 1 (Start)	Step 2 (6 mos)	Step 3 (1 year)	Step 4 (2 year)	Step 5 (9 years)	Step 6 (13 years)
Dispatcher	\$16.62	\$17.40	\$18.06	\$18.76	\$19.05	\$19.33
Dispatcher I				\$19.71	\$19.99	\$20.29
Dispatcher II				\$20.64	\$20.96	\$21.27
Dispatcher III				\$21.21	\$21.52	\$21.85
Patrolman	\$18.03	\$18.53	\$19.32	\$20.27	\$20.56	\$20.88
Patrolman I				\$21.29	\$21.60	\$21.95
Patrolman II				\$22.31	\$22.63	\$22.99
Patrolman III				\$22.91	\$23.27	\$23.60
Sergeant	\$21.19	\$22.34	\$22.41	\$22.48	\$22.66	\$23.01
Sergeant I				\$23.60	\$23.81	\$24.21
Sergeant II				\$24.75	\$24.95	\$25.31
Sergeant III				\$25.41	\$25.63	\$26.01

B. Effective January 1, 2012, all employees covered by this agreement shall be paid in accordance with the following schedule which reflects the % increase awarded to AFSCME represented employees commencing September 1, 2012 in the second year of their agreement.

Section 16.2

In the event the City voluntarily (not recommended by a Fact-finder or awarded by a Conciliator) negotiates a "me-too" clause for the AFSCME or IAFF bargaining agreements, or any other bargaining unit in the City, the City will offer the same "me-too" clause to the FOP/OLC.

Section 16.3

The parties agree that step increases shall be based on continuous City of Hillsboro service in the Police Department. Class I, Class II, and Class III advances shall be based on educational incentives as described in Article 31 Educational Incentives. Employees promoted or transferred shall be placed in the appropriate Class and Step with full credit for all previously earned educational incentive and-all continuous service with the City of Hillsboro in the Police Department. Employees who qualify for a Class or Step increase shall receive the base pay increase the first full pay period after qualifying.

Section 16.4

Effective January 1, 1997, and continuing through the duration of this Agreement, the Employer shall pay on behalf of the employee 100% of the amount of the employee's contribution to the Public Employee's Retirement System (PERS) or Police and Fire Disability Pension Fund (PFDPF) up to six hundred dollars (\$600.00) per year.

Section 16.5 Shift Differential

In addition to the above wages all Bargaining Unit members shall receive the following shift differential:

<u>Shift Assignment</u>	<u>Shift Differential</u>
Second Shift	\$0.25 per hour
Third Shift	\$0.25 per hour

Shift differential shall be paid for all hours worked during such shift. Shift differential does not apply to court time or overtime unless such court time or overtime is during the shifts identified. Shift differential will not be paid for compensatory time, vacation time, or sick time.

ARTICLE 20

INSURANCE

Section 20.1 Health Insurance

The City shall continue to offer to each bargaining unit employee medical and hospitalization insurance coverage, pursuant to the same terms and conditions as insurance is offered to all other City employees, except where such terms and conditions are expressly modified by this Article. The City shall provide the same or substantially similar level of benefits (including employee co-pays) for medical and hospitalization insurance coverage as the prior years' insurance plan.

In the event the City offers a Health Savings Account (HSA) or similar Health Reimbursement Account (HRA), the City shall pay 95% of the cost of the employee's insurance premium in 2011, regardless of the plan selected, and will pay 75% of the deductible in both 2011 and 2012. Effective January 1, 2012 the city's premium payment will be adjusted so that the city's total premium and deductible expenses for FOP employees are no greater than the city's expenses for represented firefighters using the same method that was used to calculate the employees' premium contributions of 5% in 2011. All bargaining unit members ineligible for an HSA will pay the same % of the premium as all other insured city employees ineligible for the HSA plan.

Bargaining unit employees who decide not to enroll in the City's medical and hospitalization insurance coverage plan, shall receive payment in the amount of \$300 per month for single coverage or \$800 per month for all other coverage. Employees who elect not to enroll in 2011 will have the city's January payments made to their health savings account deductible re-designated as their monthly payments.

Section 20.2 Life Insurance

Beginning July 1, 1986, the City will furnish each employee covered by this Agreement a life insurance policy in the amount of \$20,000 with an A-D&D feature of a like amount at no cost to the employee.

Section 20.3 Vehicle and Liability Insurance

The City shall continue to provide vehicle and professional liability insurance, at least to the current levels.

Section 20.4 Insurance Reopener

During the life of the Agreement, either party may request to meet and discuss this Article if better coverage for the same cost or the same coverage at less cost can be found.

Section 20.5 Dental Insurance

The City shall furnish a policy of dental insurance available through its present insurance carrier for a cost of \$40.00 per member per month, which quote is not yet binding upon the carrier. In the event the cost of said insurance exceeds the \$40.00 per member per month, the member shall pay the excess amount. The City purchase the same or better coverage through another carrier provided the cost is less than that available from the present carrier.

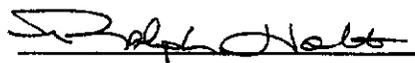
SIGNATURE PAGE

In witness whereof the parties have hereunto signed by their authorized representative(s) this 25 day of May, 2011.

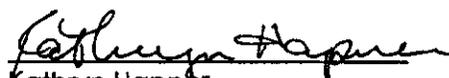
For the City of Hillsboro



Dick Zink
Mayor

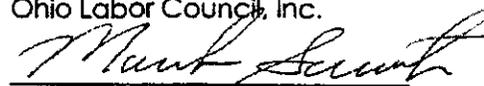


Ralph Holt
Safety Service Director

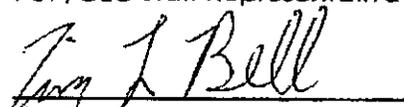


Kathryn Hapner
Counsel

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



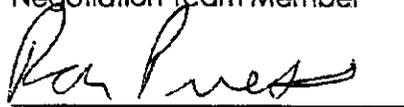
Mark Scranton
FOP/OLC Staff Representative



Tim Bell
Negotiation Team Member



Pam Reid
Negotiation Team Member



Ron Priest
Negotiation Team Member

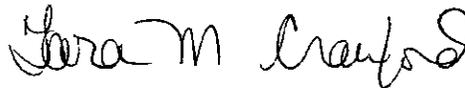
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 09-MED-09-0899
OHIO LABOR COUNCIL, INC.,	}	09-MED-09-0900
EMPLOYEE ORGANIZATION,	}	09-MED-09-0901
	}	
and,	}	
	}	(This will close the open case for
CITY OF HILLSBORO,	}	Case No.(s): 10-MED-09-1040,
EMPLOYER.	}	10-MED-09-1041,
	}	10-MED-09-1042

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 the addendum 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. Dick Zink
City of Hillsboro
130 North High Street
Hillsboro, Ohio 45133