

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

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

and,

CITY OF HAMILTON,  
EMPLOYER.

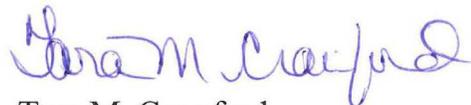
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CASE NO.(S): 12-MED-09-0886

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). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted



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

cc: Ms. Letitia S. Block, [blockl@hamilton-oh.gov](mailto:blockl@hamilton-oh.gov)

Memorandum of Agreement  
Between the City of Hamilton, Ohio and the  
Fraternal Order of Police, Ohio Labor Council, Inc.

The following is a Memorandum of Agreement between the City of Hamilton, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union") (collectively, the "Parties").

Whereas the City and the Union are parties to a collective bargaining agreement effective July 22, 2013 through December 31, 2015 (the "Agreement"). The Parties agree as follows:

- Article 8 Investigations and Discipline, Section 8.3 Disciplinary Procedure, Paragraph B shall be replaced with the following language.

**B.** Discipline shall take into account the nature of the violation, the Officer's record of discipline and the Officer's record of performance and conduct. Disciplinary action may include: oral reprimand, written reprimand, fine, ~~or~~ suspension (with or without pay), loss of accrued leave, reduction of pay to the next lower step within the pay range, demotion (with pay reduction), or discharge. **The term "suspension" referenced in this Paragraph shall not include a restriction or suspension from overtime, Extra Duty Employment, or a restriction or suspension from any functions outside the normal workday as defined by Article 18 Workday and Work Period, Section 18.2 Workday.**

Generally, discipline will normally be administered in a progressive manner; however, infractions of a serious or aggravated nature may result in more serious discipline, up to and including discharge.

- Notwithstanding the provisions of Article 19 Overtime in the Agreement, the Parties agree that, for members of the Union, City-Contracted Extra Duty Employment as set forth in the Police Department's General Orders shall only include overtime paid from the Police Department's budget. Non-City Contracted Extra Duty Employment shall include overtime paid from City departments other than the Police Department. Examples of Non-City Contracted Extra Duty include Corrections Officers closing down utilities and utility bank runs.

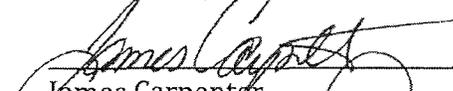
- Article 30 Sick Leave, Section 301.1. Accrual shall be replaced with the following language.

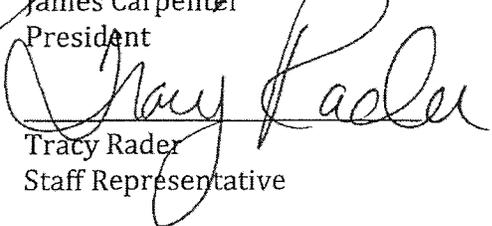
**Section 30.1. Accrual.** Each full-time Officer and permanent part-time officer who has worked at least one thousand five hundred sixty (1560) hours in the previous calendar year covered by this Agreement shall be entitled to a sick leave accrual of one and one-quarter (1.25) days or ten (10) hours for each month (prorated to the time worked) in which the employee has actively worked. Unused sick leave accumulation shall accrue without maximum. Each permanent part-time officer who has worked less than ~~thirteen hundred~~ **one thousand five hundred sixty (1560)** hours in the previous calendar year shall be entitled to a sick leave accrual of up to five (5) hours for each month (prorated to the time worked) in which the employee has actively worked.

- The step increases included in the document attached as Exhibit A shall be made on the second payroll date immediately following the execution of this Agreement.

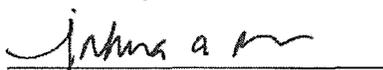
The Parties agree and understand that all other provisions of the Agreement will continue except the above-listed items.

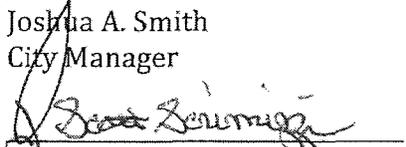
For the FOP/OLC:

  
 \_\_\_\_\_  
 James Carpenter  
 President

  
 \_\_\_\_\_  
 Tracy Rader  
 Staff Representative

For the City of Hamilton, Ohio:

  
 \_\_\_\_\_  
 Joshua A. Smith  
 City Manager

  
 \_\_\_\_\_  
 J. Scott Scrimizzi  
 Chief of Police

Date: 7.24.14

Date: 7/30/14

**CORRECTIONS (PROJECTED INCREASE)**

NAME	CURRENT HRLY
Greene	11 / \$21.49
Erb Sr. (PT 58hrs Bi-Wk)	9 / \$20.40
Fackey	9 / \$20.40
Carpenter	9 / \$20.40
Mast	9 / \$20.40
Lymburner	2 / \$17.15
Smith	2 / \$17.15
Maus	1 / \$16.74
Poulemanos(PT 58hrs Bi-Wk)	1 / \$16.74
Brockman(PT 58hrs Bi-Wk)	1 / \$16.74

NAME	INCREASE
	Step / Hr / Yr
Greene	NA
Erb Sr. (PT 58hrs Bi-Wk)	2 STEP 11 (\$21.49) / \$1643
Fackey	2 STEP 11 (\$21.49) / \$2267
Carpenter	2 STEP 11 (\$21.49) / \$2267
Mast	2 STEP 11 (\$21.49) / \$2267
Lymburner	3 STEP 6 (\$18.94) / \$2849
Smith	3 STEP 6 (\$18.94) / \$2849
Maus	3 STEP 4 (18.02) / \$2262
Poulemanos(PT 58hrs Bi-Wk)	3 STEP 4 (18.02) / \$1930
Brockman(PT 58hrs Bi-Wk)	3 STEP 4 (18.02) / \$1930
<b>TOTAL</b>	\$20,264
	\$23,101 (w/14% pension)