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STATE EMPLOYMENT
RELATIONS BOARD

Collective Bargaining Agreement
By and Between

2008 JUN 25 A 11: 03

City of Hamilton, Ohio

and

Fraternal Order of Police
Lodge 38

Rank and File Unit

(Police Officers and Detectives)

Effective
September 1, 2007 through August 31, 2010

51

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STATEMENT OF POLICY

This collective bargaining agreement made and entered into on the first day of September 2007, in the City of Hamilton, County of Butler, State of Ohio, by and between the City of Hamilton, hereinafter called the "CITY", and the Fraternal Order of Police, Lodge 38, hereinafter called "FOP 38."

ARTICLE I.

RECOGNITION

CITY agrees to recognize, and does hereby recognize FOP 38, its agents and representatives, as the exclusive bargaining representative for all unit members, hereinafter defined to mean permanent sworn police personnel in the classifications of Police Officer and Detective.

ARTICLE II.

DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITIES

CITY and FOP 38 agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, religion, sex, national origin, age, handicap, ancestry or marital status; nor shall CITY, its agents or representatives, nor FOP 38, its agents, representatives or members discriminate against any employee because of his/her membership or non-membership in FOP 38.

Both CITY and FOP 38 recognize their respective responsibilities under applicable federal, state, and local laws and executive orders relating to civil rights and employment practices.

ARTICLE III.

DUES DEDUCTION, FAIR SHARE FEE

Section 1. It is agreed between CITY and FOP 38 that CITY will deduct periodic dues, initiation fees and assessments of unit members of FOP 38 from the paycheck of all unit members who have signed proper written legal deduction authorizations and who are covered by this Agreement. The Treasurer of FOP 38 will promptly issue a receipt to CITY for all dues, fees and assessments as provided to him.

FOP 38 will provide proper written legal deduction authorization forms for the deduction of dues, initiation fees and assessments.

- A. FOP will provide CITY with at least two (2) calendar weeks' advance notice of a pending increase in dues.
- B. CITY's remittance will be deemed correct if FOP 38 does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.

- C. FOP 38 shall indemnify and hold CITY harmless from any and all claims arising from CITY's deduction and payment of said dues, fees and assessments to FOP 38.

Section 2. Fair Share Fee

- A. All employees within the bargaining unit who elect not to join the Union shall pay to the Union an amount of money known as the Fair Share Fee to reimburse FOP 38 for the costs of representation for the purposes of collective bargaining and for no other purpose, consistent with O.R.C. 4117.09. The Treasurer of the Union shall certify to the CITY the amount of the Fair Share Fee and that the fee is to reimburse FOP 38 for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by FOP 38, the CITY shall automatically and without requiring further authorization, deduct that amount from the pay of each employee obligated to pay the fee and remit the fee to FOP 38 in the same manner as dues.

For existing non-probationary employees, such payments shall commence upon the date of the execution of this Agreement. For probationary or new employees, such payments shall commence at the conclusion of the first sixty (60) days of employment.

- B. FOP 38 shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to both federal law and Chapter 4117, Ohio Revised Code.
- C. Employees having religious objection to payment of said Fair Share Fee are subject to the provisions for exemption contained in Section 4117.09, Ohio Revised Code.
- D. FOP 38 will provide the CITY with at least thirty (30) calendar days advance notice of a pending increase in dues.
- E. The CITY's remittance will be deemed correct if FOP 38 does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.
- F. FOP 38 agrees to indemnify and hold the CITY harmless against any and all claims or forms of liability arising out of its deduction from an employee's pay of FOP 38 dues, fees, or assessments. FOP 38 assumes full responsibility for the disposition of the deductions so made once they have been forwarded by the CITY.

ARTICLE IV.

RIGHTS AND LIMITATIONS

Section 1. Unless otherwise modified by this Agreement, the following include, but are not limited to, the exclusive rights of CITY:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency or effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of CITY as a governmental unit;
10. The right to make and enforce reasonable work rules.

It is agreed that the above listing of management rights shall not be deemed to exclude other inherent rights and responsibilities which shall remain vested exclusively with CITY.

Section 2. The conduct and grading of civil service examinations for the position of Police Officer, the rating of candidates for the position of Police Officer, the establishment of eligible lists from the examinations for the position of Police Officer, and the original appointment from the eligible lists are not appropriate subjects for collective bargaining.

ARTICLE V.

PROMOTIONAL EXAMINATIONS

The following rules apply regarding promotions:

Section 1. Eligibility and Service:

- A. When a promotional examination is held for the promoted rank of Detective, no person shall be eligible to take the examination unless he or she has served three (3) years beyond the successful completion of the one (1) year probation period in the rank of entry level Police Officer with the City of Hamilton prior to the actual date of the expiration of the current promotional list for the rank of Detective.
- B. When a promotional examination is held for the promoted rank of Sergeant, no person shall be eligible to take the examination unless he/she has served in the rank of Detective twelve (12) months prior to the actual date of the expiration of the current promotional list for the rank of Sergeant.
- C. Service as a Police Officer as defined above in Section 1 shall earn appropriate seniority credit.

Section 2. Efficiency: No credit for efficiency shall be added to any test grade when the competitors are members of this bargaining unit.

Section 3. Eligibility Lists:

- A. All Promotional Lists shall stay in effect for a two (2) year period unless all individuals on the list have been certified for promotion.
- B. In case of a vacancy in a rank for which no promotional list exists, individuals on lists of all sequential lower ranks who would have been eligible for promotion if lists had existed at that time for each rank, shall immediately be certified for appointment. Said certification shall be used to fill the first vacancy occurring in the appropriate rank. In case of multiple certifications for the same rank, the Appointing Authority shall appoint by priority of certification.

Section 4. Protest Period: Notwithstanding O.R.C. 124.44, the Union and the City hereby establish certain basic conditions for a Protest Period following any promotional examination.

The following basic conditions shall apply:

- A. There shall be a defined period following promotional examination.
- B. A protest right shall be defined by the Commission.

- C. The mechanism shall be established to permit anonymous challenge to an examination question and/or proposed key answer.
- D. No protest shall be permitted as to the appropriateness of, or selection of, reference or study material.
- E. There shall be some list available to all competitors showing what questions have been contested by candidates.
- F. There shall be a period, defined as five (5) workdays (exclusive of Saturday, Sunday and holidays), following resolution of protests, when each candidate may review his/her examination paper only for the purpose of assuring that the test was mathematically graded properly.
- G. The Commission's decision regarding protests is final.
- H. The sole and exclusive remedy for challenge of any test question, issue test eligibility, or test-related matter shall rest with the Civil Service Commission, and appeals therefrom by law, and no grievance may be filed in relation to such issues.

Section 5. Vacancies:

- A. The Training Committee shall provide at least three (3) potential rank specific source materials appropriate to the upcoming vacancy to the Director of Civil Service and Personnel not less than 120 days prior to the expiration of the current eligibility list. If said list of potential source materials is not provided within this time frame, the Director of Civil Service and Personnel shall have full discretion to select materials without training committee input.
- B. The bibliography for the promotional examination for the promoted rank of Detective shall be published thirty (30) days prior to the expiration of the current promotional list for the rank of Detective. The promotional examination for the rank of Detective shall be administered no sooner than 45 days after the expiration of the current promotional list for the rank of Detective and no later than 60 days after the expiration of the current list for the rank of Detective.
- C. The bibliography for the promotional examination for the promoted rank of Sergeant shall be published thirty (30) days prior to the expiration of the current promotional list for the rank of Sergeant. The promotional examination for the rank of Sergeant shall be administered no sooner than 45 days after the expiration of the current promotional list for the rank of Sergeant and no later than 60 days after the expiration of the current list for the rank of Sergeant.

ARTICLE VI.

WAGES

Wage rates for unit members of FOP 38 shall be in accordance with Appendix A, which shall reflect a three percent (3%) wage increase effective from the beginning of the pay period that includes September 1, 2007, a one percent (1%) wage increase effective from the beginning of the pay period that includes January 1, 2008, followed by a three percent (3%) wage increase effective at the beginning of the pay period that includes September 1, 2008, and a four percent (4%) wage increase effective at the beginning of the pay period that includes September 1, 2009.

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 VII.

WORKDAY AND WORK PERIOD

Section 1. A 'day' for the purpose of this Agreement is defined as a twenty-four (24) hour period beginning with the start of the employee's scheduled shift.

Section 2. The normal workday shall be eight (8) consecutive hours of work inclusive of a thirty (30) minute lunch period within a twenty-four (24) hour period beginning at the regular hour of shift start in a particular assignment or classification within the Division.

Section 3. The above provisions shall not constitute a guarantee of any specific number of hours of work per day or week.

Section 4. The work schedule for persons assigned to a rotating shift schedule shall be known as a "straight 4/2 schedule." It shall consist of four (4) work days followed by two (2) pass days.

Section 5. The City will give thirty (30) days written notice prior to a change of shift. However, such notice shall not be required in cases of promotion (and related necessary changes), or emergency which includes, but is not limited to, injury or extended illness, or in cases of voluntary change of assignment.

In consideration of work scheduling changes negotiated herein, FOP 38, on behalf of itself and the members thereof, jointly and severally promises, covenants, and agrees that as a result of the work scheduling changes negotiated herein, neither FOP 38 nor any member thereof, nor anyone claiming through either, will raise as an issue, file any grievance or initiate any other form of administrative or legal action concerning any alleged reduction in work force due to the scheduling changes negotiated within this contract.

ARTICLE VIII.

OVERTIME

Section 1. Overtime is defined as hours worked in excess of the normal workday or period as set by Article VII of this agreement.

Section 2. In accordance with existing ordinance provisions, the use of overtime shall be on an emergency basis. Compensation for hours worked on an overtime basis shall be at a rate of one and one-half times the compensation regularly paid for an equal amount of time.

Section 3. Unit members assigned to the Detective function and those other officers who are called to duty following the completion of their normal work shift and prior to the start of their next work shift, shall receive a minimum of four hours' call-in-pay at time and one-half the employee's rate.

Section 4. Overtime shall be approved in advance by a Shift Supervisor so designated by the Division Chief. The Shift Supervisor will be responsible for reporting overtime authorization directly to the Chief of Police for approval.

Section 5. The minimum four hour call-in pay provision shall not apply in those instances wherein the employee's work schedule has been changed or in which overtime commences two or fewer hours prior to and runs continuously into the employee's regular shift or commences immediately upon termination and follows on a continuous basis the employee's regular work shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

Section 6. Pyramiding of Rates

In no event shall the overtime or premium pay provided under this policy be pyramided. Thus, if two or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions

Section 7. Travel Time

Time spent traveling to sites more than 40 miles outside the City of Hamilton, at the onset or at the end, of a training program which is required by initiation of the Hamilton Police Division shall be considered work time and shall be paid:

Be paid at a regular straight time rate for any hours which are included within the officer's regular eight hour work day; and

No call-in pay shall be applicable in any situation; and,

Travel to/from the Officers' residence to the HPD Headquarters shall not be considered as travel time in any manner.

No payment shall be made for travel time for any officer initiated school. Travel to or from a multi-week school shall be paid on weekends (including long holiday weekends) only.

Section 8. Special Call-In Provisions for Detectives

A. Detectives assigned to the Investigations Section who are called in will receive either compensatory time off or overtime in accordance with established departmental procedures and existing contractual provisions.

B. On a weekday (Monday through Thursday) when they are assigned as the primary call-in detective, detectives assigned to the Investigations Section shall receive one-hour of straight compensatory time whether or not they are called in.

On a Friday when they are assigned as the primary on-call detective, detectives assigned to the Investigations Section shall receive one and one-half hour of straight compensatory time whether or not they are called in.

C. On a weekend (Saturday and/or Sunday) or holiday (as defined in Article IX, Section 1 of this Agreement, excluding floating holidays), when they are assigned as the primary call-in detective, detectives assigned to the Investigations Section shall receive two-hours of straight compensatory time whether or not they are called in.

D. "Mandatory" time period is defined as only those hours when no Investigations Section detectives are normally scheduled to be on duty.

E. To reduce paperwork, only one Record of Overtime (DP-65) slip will be completed at the end of the mandatory call-in period. The dates and hours reported will be marked in the "Explanation" field of the report.

F. Straight compensatory time, as described in subsections (B) or (C) above, shall be credited to the unit member's Compensatory Time Bank.

ARTICLE IX.

HOLIDAYS

Section 1. Unit members assigned to a 4/2 work schedule shall be eligible for a total holiday leave of 64 hours with pay per calendar year. Said leave shall be composed of eight (8) eight (8) hour leave tours with pay.

Unit members assigned to a 5/2 work schedule shall be eligible for a total holiday leave of 144 hours with pay per calendar year. Said holiday leave for unit members assigned to a 5/2 work schedule shall be composed of the following eight (8) hour leave tours with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day,

Employee's Birthday, (seven personal leave holidays and Martin Luther King Day as floating holiday).

In the event that a unit member's work schedule is changed from a 5/2 to a modified 4/2 plan or vice versa, total holiday leave eligibility shall be prorated such that, for each month or part thereof of active service on the appropriate schedule in question, the employee shall be eligible for 1/12 of the total holiday allowance.

Section 2. Holidays shall be scheduled in accordance with established division practices.

Approval of holiday leave requests shall be conditioned upon the availability of adequate personnel.

Section 3. Employees newly appointed or who separate shall be eligible for a proration of the annual holiday leave benefit such that for each month or part thereof of active service, the employee shall be eligible for one-twelfth (1/12) of the total holiday allowance.

Section 4. Holiday leave shall not be approved in those instances where no holiday eligibility exists. Holiday leave taken, but not earned, shall be subject to recovery.

Section 5. Holiday leave, as provided for herein, may be requested in increments of four hours. Such requests shall be submitted in accordance with established Division practices for approval by the appropriate supervisor.

Section 6. Officers who are scheduled to work any of the six defined premium holidays will be paid either three (3) times the regular rate of pay and will receive no time off for the holiday, or the officer, at his option with supervision approval, shall receive double time pay for the holiday worked and then an additional eight hours off at some other date.

An officer called in on any of the six defined premium holidays will be paid double time at the appropriate call-in hours.

The recognized days for this benefit will be only: New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 7. Accrued but unpaid holiday pay shall be forfeited by an employee who is terminated for disciplinary reasons. However, such funds shall be paid if the employee is reinstated by the Civil Service Commission or a Court of Law and all appeals are exhausted.

ARTICLE X.

SICK LEAVE

Section 1. Accrual

Each unit member 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 in which the employee has actively worked. Unused sick leave accumulation shall accrue without maximum.

Section 2. Administration

- A. Sick leave may be used only in accordance with the provisions of the sick leave policy as established by Administrative Directive 306, effective on October 1, 2007.

Sick leave usage for the purpose of illness/injury of a member of the employee's immediate family (wherein the employee's presence is required) shall be limited to a total of sixteen (16) hours per calendar year. Such usage may be taken in increments of as few as one (1) hour per incident. In the event an employee should require additional time in excess of the allowance established or for reasons other than those noted above, such additional time may be charged against vacation or holiday credit with the approval of the employee's supervisor.

Immediate family as used above shall mean spouse, child, stepchild or other relative if that relative actually resides in the home of the employee.

- B. Each employee who has been absent for three (3) or more consecutive workdays due to personal injury or illness must submit a physician's certificate as proof of illness or injury and as medical support that he or she is sufficiently recovered to return to work.

The employee may be required to present a physician's certificate for sick leave absences of less than three (3) consecutive workdays if such is deemed necessary based upon the employee's record of usage or the circumstances attendant to a specific absence or series of absences.

Section 3. Special Provisions

- A. Upon retirement, unit members hired before 1-1-95 shall be eligible to receive a cash payment based upon seventy-five percent (75%) of the value of the accumulated sick leave, which for purposes of this benefit, shall not exceed a total of twelve hundred (1,200) hours or one hundred fifty (150) days.

Upon retirement, unit members hired on/after 1-1-95 shall be eligible to receive a cash payment based upon twenty-five percent (25%) of the value of

his/her accumulated sick leave. For members hired on or after January 1, 1995, sick leave accumulation shall be unlimited.

- B. In the event a unit member hired prior to 1-1-95 dies from causes determined not to be duty-related or directly associated with his/her employment, a cash benefit based upon seventy-five percent (75%) of the value of the deceased member's accumulated sick leave will be paid to the surviving spouse and if the employee leaves no surviving spouse, then to the estate of the deceased employee or heir(s) at law. For purposes of this benefit, the sick leave accumulation shall not exceed a total of twelve hundred (1,200) hours or one hundred fifty (150) days.

In the event a unit member hired on/after 1-1-95 dies from causes determined not to be duty-related or directly associated with his/her employment, a cash benefit based upon seventy-five percent (75%) of the value of the deceased member's accumulated sick leave will be paid to the surviving spouse and if the employee leaves no surviving spouse, then to the estate of the deceased employee or heir(s) at law. For purposes of this benefit, there shall be no maximum accumulation.

- C. In the event of the death of a unit member hired prior to 1-1-95 resulting from or caused by his/her employment, payment in the amount of one hundred percent (100%) of the value of his/her accrued sick leave shall be made to the surviving spouse or heir(s) at law or estate of the deceased employee. For purposes of this section sick leave shall accumulate to a maximum of one hundred fifty (150) days or one thousand two hundred (1,200) hours.

In the event of the death of a unit member hired on/after 1-1-95 resulting from or caused by his/her employment, payment in the amount of one hundred percent (100%) of the value of his/her accrued sick leave shall be made to the surviving spouse or heir(s) at law or estate of the deceased employee. For purposes of this benefit, there shall be no maximum accumulation.

- D. Each unit member who has accumulated at least 240 hours of sick leave at the commencement of an extended illness shall be entitled to additional sick pay when his/her regular accumulation has expired. Additional sick pay shall be an amount equivalent to one-half his/her sick leave accumulation at the time the extended illness or injury commenced thereby causing continuous absence from work. Such additional sick pay shall be paid in a manner similar to payment of regular sick leave but at one-half the normal sick leave rate for a period of time equal to the employee's regular sick leave accumulation at the time the disabling illness or injury caused his/her continuous absence from work.

Eligibility for extended benefits is subject to the following provisions:

- (1) Employee must have fully utilized his/her regular sick leave accumulation.
- (2) Eligibility for extended or supplemental benefits requires a physician's certificate.
- (3) In instances of work-related injury, extended sick leave benefits would not be applied when the employee is eligible to receive or is receiving loss of pay benefits under the Ohio Worker's Compensation Law.
- (4) The provisions of this policy do not affect the City's right to initiate disability retirement.
- (5) Monies for extended sick leave benefits are not payable upon retirement, death, or work-related fatality.
- (6) For purposes of this benefit, maximum sick leave accumulations shall be limited to twelve hundred (1,200) hours.

Section 4. Line of Duty Injury

Leave of absence with pay in the event of injury received in the performance of a police officer's duties shall be provided in accordance with provisions of the Hamilton Codified Ordinances, Section 181.08, et. seq.; provided, however, that should a leave of absence due to injury extend beyond 120 calendar days, the affected employee shall not be entitled to accrue vacation or holiday pay or credit.

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 2008, 2009, or 2010. 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 XII.

GROUP LIFE INSURANCE

- A. CITY will arrange for a policy of group life insurance for unit members who have completed six months' service with CITY.
- B. The amount of life insurance coverage eligibility, up to a \$50,000 maximum, shall be an amount equal to one times the employee's annual wage or salary as provided in the current Classification and Compensation Plan but rounded to the next lower one thousand dollar increment.
- C. If the employee's annual wage or salary increases, the amount of his/her insurance shall be redetermined on an annual basis in accordance with Section B above, effective July 15 next following the day of such increase in annual earnings.
- D. A double indemnity provision for accidental death and an accidental dismemberment clause will be provided.
- E. CITY will pay the total cost of the first ten thousand dollars (\$10,000) coverage which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary, rounded to the next lowest one thousand dollars (\$1,000) increment, as shown in the Classification and Compensation Plan, will be made available at a cost to the employee of fifteen cents (\$0.15) per one thousand dollars (\$1,000) in optional coverage per month.

The employee will contribute by payroll deduction for optional coverage costs.

- F. Unit members who retire on or after March 1, 1977 will be provided a maximum of four thousand dollars (\$4,000) death benefit. The cost of said benefit for retirees shall be paid in full by CITY.

- G. Unit members who retire subsequent to January 1, 1970 and prior to March 1, 1977 will be provided a maximum of two thousand dollars (\$2,000) death benefit. The cost of said benefit for retirees shall be paid in full by CITY.
- H. The amount of death benefit on each retired unit member who retired prior to January 1, 1970 shall be one thousand dollars (\$1,000) or as otherwise prescribed by appropriate ordinance.

ARTICLE XIII.

VACATION

Section 1. Unit members shall receive vacation leave with pay as follows:

<u>Years Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one (1) year	None
1 year but less than 8 years	10 workdays
8 years but less than 16 years	15 workdays
16 years	20 workdays
17 years	21 workdays
18 years	22 workdays
19 years	23 workdays
20 years	24 workdays
21 years	25 workdays
22 years	26 workdays
23 years	27 workdays
24 years	28 workdays
25 years	29 workdays
26 years	30 workdays

The maximum leave period will be 30 workdays.

All service with CITY shall be continuous with respect to vacation leave eligibility.

Section 2. When officers working the 5/2 or 4/2 schedule reach 17-18-19 years of service, they may elect to put the extra 8 hour vacation in 17th year, 16 hours in 18th year or 24 hours in the 19th year in the Compensatory Bank, if they do not have the maximum of 120 hours. These extra vacation hours then can be taken as compensatory time when scheduling permits and is approved in advance by the supervisor, but are not eligible to be cashed in as pay.

Section 3. Officers reaching the 20th year of service may elect to take the extra vacation days as vacation or pay. To take it as vacation, it must be approved by a supervisor in advance.

Section 4. Vacation scheduling shall be subject to division scheduling practices and manpower needs. Actual vacation selection by officers will be uniform in each organizational unit. Selection shall be based first on rank, and then on seniority within the rank in accordance with the provisions of departmental General Orders.

Vacation selected in one week increments during the initial vacation selection process shall be guaranteed, and shall not be changed or canceled except in the event of a State of Emergency declared by the Mayor or the City Manager.

In those instances wherein a unit member has accrued vacation eligibility, a maximum of ten days of accrued leave may be taken, upon request and approval, on a one day leave basis. The scheduling of such vacation leave shall be contingent upon the availability of adequate personnel.

Section 5. Accrued vacation or holiday hours not taken by January 1 of each calendar year shall be removed from the employee's credit unless such balance is approved in writing by the City Manager.

Requests for carryover of accrued vacation leave shall be made in writing through the Chief of the Division of Police to the City Manager who shall approve such carryover in the event either that job-related disability has caused the employee's absence from duty for a period of six (6) or more calendar months of the calendar year or operational necessities have prevented the employee's utilization of the vacation leave during the calendar year.

Approval of vacation leave for purposes other than noted above shall be at the discretion of the City Manager.

Section 6. Vacation Worked - An officer may, if he so chooses, be allowed to convert up to a maximum of five (5) days of vacation, or holidays per year at the officer's permanent class rate. An officer may also select, if he so chooses, to convert these same five (5) days of vacation or holidays per year in the compensatory bank if he does not have the maximum of two hundred (200) hours. A total of five (5) days per year shall be the maximum paid or converted to the compensatory bank, or any combination thereof, not to collectively exceed five (5) days maximum.

Pay for vacation or holidays converted shall be paid in the next overtime check. The employer shall not carry over any vacation or holiday time at the end of the calendar year.

ARTICLE XIV.

CLOTHING ALLOWANCE

Section 1. Each unit member shall be entitled to a clothing allowance of \$800.00 annually. A first-year officer is entitled to the sum total of the first and second year's clothing allowance. This total shall not exceed an aggregate amount of \$1600.00. If a newly hired officer elects to spend the entire amount of his first and second year clothing allowance in

the first year, that officer shall not be entitled a clothing allowance until the provisions set forth for third year officers.

A unit member promoted to the rank of Detective shall receive a one-time additional clothing allowance check of \$400.00 upon being promoted.

An officer promoted from plain-clothes duty to a higher level position requiring the wearing of a uniform will be entitled to the same allowance as a first-year officer, provided the officer has served in plain clothes duty more than three (3) years at the time of promotion to uniform duty.

Clothing allowance funds to be expended for uniform and wearing apparel or duty-related accessory items to include brief case, off-duty badge, thermal underwear, insulated boots and rubber boots.

The use of clothing allowance funds for the purchase of duty-related accessory items will be subject to the following provisions:

- A. Items may be purchased from either a bid supplier or other vendor.
- B. Items purchased must be in compliance with established applicable standards of the Division.

Unit members may purchase authorized black, plain-toe low quarter, laced uniform-style shoes from a vendor other than the normal uniform supplier to assure the health and comfort of the officer.

The City of Hamilton, Ohio shall pay to each member on or about March 15 of each calendar year, that amount of money which has been agreed to in this section for uniform purchases in a given year.

This payment will be in check form, paid directly to each unit member. The Chief of Police shall authorize, in writing, the names of members and the amount(s) to which each is entitled for uniform purchase.

In lieu of the clothing allowance specified above, Detectives will be provided a clothing allowance of \$1,000.00 per year, issued by payroll check, with all applicable taxes and deductions taken.

Section 2. Uniform Dress Coats - Except upon administrative approval, or upon administrative notification of promotion to the rank of Sergeant, members holding the rank of Detective shall not be permitted to purchase a dress uniform coat. Upon being invoiced by the vendor, The City will pay for the dress uniform coat for those members facing promotion.

Section 3. Back Up Weapon - An Officer who has completed four (4) years of service with the City of Hamilton shall additionally be permitted to use the uniform allowance provided in this contract to purchase a back up weapon and holster for that weapon subject to the following stipulations:

- A. The weapon must be purchased from the approved weapon list which is specified for carrying as a back up weapon.
- B. Each officer must complete departmental forms which are required to allow the officer to carry that back up weapon.
- C. This purchase will be permitted one time only during an officer's career.
- D. If, after purchase of the back up weapon using uniform allowance funds, an officer's uniform is found to be unacceptable by department standards, the officer will be subject to discipline as specified in the General Orders Manual.

Section 4. Inspections The Chief of the Division shall make periodic inspections of uniforms and wearing apparel to members of the Division and shall order the members to purchase new uniforms and wearing apparel at the expense of the member if and when found necessary.

Any member who, upon inspection, is found to be wearing a uniform which is unkempt, unclean, noticeably worn or frayed, stained or in other disrepair shall be ordered to change into a proper uniform. Inability to produce, or obtain as shown in the first paragraph of this section may be grounds for discipline.

Section 5. Dry Cleaning CITY will, by bid contract, provide for the cleaning and pressing of certain uniform apparel to be limited to three-hundred (300) items annually at locations in both East and West Hamilton. Such service will further provide for the mending and alteration of authorized apparel. Officers are responsible for payment of items exceeding the three-hundred (300) items annually.

Section 6. Termination Any employee who terminates employment with the City during the initial probationary period shall be required to return to the City all items which were purchased with uniform allowance monies.

Section 7. Clothing Maintenance Allowance A Clothing Maintenance Allowance shall be established with the following provisions:

- A. Unit members assigned and working a schedule providing for five consecutive workdays followed by two pass days shall be eligible for a payment for the purpose of maintenance of the uniform or required work clothing at the following rate:

\$500 per year/\$41.67 per month

- B. In the event of a schedule or assignment change from the modified 4/2 to a 5/2 schedule or vice versa, or as a result of promotion or for any hired or retiring personnel, the uniform maintenance allowance shall be prorated on a monthly basis.
- C. The uniform maintenance allowance shall normally be payable on or about the first payroll date in the month of December.
- D. The above payments are established for the purpose of uniform or work clothing replacement or maintenance and shall be in addition to the eligibility for cleaning and servicing of uniforms under contract let for bid for such purposes by CITY.
- E. A unit member who has at least fifteen (15) years of service shall, in his final year of service prior to retirement, be permitted to use a portion of his annual clothing allowance to purchase his issued firearm for fair market value from the designated vendor.

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:

<u>Years of Service</u>	<u>% of Stipulated Salary</u>
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. 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 3. 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 4. 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 XVI.

FUNERAL LEAVE

Section 1.

- A. In the event of death in the immediate family, a permanent unit member shall qualify for funeral leave with pay for up to three (3) consecutive workdays (24 hours) for participation in funeral services or arrangements.
- B. For the purpose of this section, "immediate family" is defined as: spouse, child or stepchild, grandchild, parent, stepparent, grandparent, brother, sister, parents or stepparents of spouse, brother-in-law or sister-in-law, and grandparents of spouse.

Section 2.

- A. Funeral pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).
- B. Eligibility is further conditioned upon submission by the employee of a certificate as to the purpose and validity of leave usage.
- C. Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor and, if requested, the employee shall further submit proof of death and relationship.
- D. Requests for funeral leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.

Section 3.

- A. In the event of the death of an employee's relative and not in the immediate family, as defined above, leave time with pay up to one eight (8 hour workday) may be taken for funeral purposes, which shall mean attendance at funeral, at memorial services or for the visitation which occurs during a scheduled work time. No more than twenty-four (24) hours may be taken in any one calendar year as funeral leave in keeping with this section.
- B. In the event a unit member should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credits, with the approval of the supervisor.

Section 4. Use of funeral leave will not be charged against accumulated sick leave balances.

Section 5. In addition to funeral leave, in the event of the death of a spouse and/or a child of the employee, two days' sick leave may be used by the employee as additional bereavement leave.

ARTICLE XVII.

ACTING OFFICER COMPENSATION

Section 1. A person temporarily performing the duties of an officer in an acting capacity shall receive acting pay for the next higher rank after three consecutive workdays in that position for a maximum of 60 days when approved in advance by the Chief of Police. Exception is a patrol officer in the patrol division working as an acting Sergeant.

Section 2. Employees assigned on an acting basis will be paid in the first step of the next higher rank but not less than 3%.

ARTICLE XVIII.

COMPENSATION FOR POLICE OFFICERS FOR COURT APPEARANCES

Section 1. For each day a police officer subject to this agreement is required to appear in Court during off duty hours, he/she shall be paid on the basis of four (4) hours' pay for the morning sessions, and four (4) hours' pay for the afternoon sessions for a maximum of eight (8) hours' pay regardless of the number of hours worked in a particular day. For the purpose of this section, morning sessions are defined as any session that begins between 7:00 a.m. and 11:59 a.m. For the purpose of this section, afternoon sessions are defined as any session that begins at 12:00 p.m. or after.

Section 2. The above sections shall not apply where the officer is on duty. However, when a court appearance begins during a regularly scheduled shift and extends beyond that shift's end, he/she shall be compensated at an overtime rate for hours beyond the end of the shift.

Section 3. Unit members who are required to appear in court during an afternoon session and that session lasts longer than four (4) hours shall be compensated at the overtime rate of 1½ times their rate of pay for the actual time over four (4) hours.

Section 4. Witness fees received or mileage allowances paid to a unit member who has been required to appear before a Court shall be returned to the Director of Finance in accordance with established Police Division procedures.

Section 5. Unit members who are off duty and are subpoenaed by the City for a Civil Service case shall receive four (4) hours' pay; unit members who are on duty and who are

required to remain past their regularly scheduled hours shall be paid at 1-1/2 x for actual hours worked past the regular ending time if subpoenaed by the City.

Section 6. Regardless of any provisions of this Agreement to the contrary, no individual shall receive more than a total of two (2) court slips for any one day.

Section 7. An officer required to attend a pre-trial conference with a prosecutor on a day when that case is not scheduled for a hearing or at a time on the day that the case is scheduled for hearing that is more than four (4) hours prior to the scheduled hearing and while on an off-duty status shall get a court slip for four (4) hours' pay.

Section 8. Up to eighty (80) hours of court time can be turned in for compensatory time from November 1 through October 1 of the following year. A request for permission to convert court time from pay to earned compensatory time only shall be turned into the officer's supervisor listing the court dates requested to be converted to earned time only. The dates requested will be verified by the officer's supervisor, the Bureau Commander, and the Chief of Police. Such compensatory time shall be on an hour for hour basis and shall be added to the officer's compensatory time bank.

ARTICLE XIX.

COMPENSATION FOR HAZARDOUS DUTY

Officers who are called out on SWAT activities (other than drug warrant service) shall be paid double time, at the appropriate rate, for hazardous work as a SWAT component. It is intended that such double time rate will apply to work of unusual hazard such as hostage situations and barricaded suspects.

ARTICLE XX.

SHORT TERM MILITARY LEAVE

Section 1. Each unit member who either is or who hereafter becomes a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a reserve component of the Armed Forces of the United States and who is ordered to active service for purposes of training or duty in an emergency shall be granted a leave of absence not to exceed thirty-one (31) workdays in any one calendar year.

Section 2. Such leave shall be granted upon presentation by the unit member to his/her appointing authority a copy of the military orders effecting call to active service.

Section 3. In those instances where the gross military pay, excluding compensation for travel, food, lodging, as earned by the employee while on military duty is less than the pay he/she would have received as a City employee for the same period of time, the employee will be eligible to receive payment from CITY equal to the difference between the gross military and civilian pay as shown in the Classification and Compensation Plan. Military gross pay will be computed from the first to the last calendar day inclusive of such active duty service. The gross pay adjustment will be made upon the employee's return to City

employment with the submission of his/her military pay voucher to the Director of Finance and will be subject to deductions required by law or authorized by the employee.

Section 4. The employee's length of service standing and fringe benefit eligibility will not be adversely affected by military leave. Such leave time will not be charged to accrued vacation credits. Sick leave credits shall continue to accumulate during the military leave of absence for training or emergency duty.

Section 5. Required leave for military training and/or duty in an emergency in excess of thirty-one (31) workdays in any calendar year may be charged to accrued vacation, holiday or compensatory time credits.

Section 6. Payments made in excess of allowances provided for in this section shall be subject to recovery.

ARTICLE XXI.

ATTENDANCE INCENTIVE AWARDS

Section 1. Each full time unit member shall be paid an annual incentive award for work attendance as follows:

Perfect Attendance December 1 through March 31	4 hours Comp Time
Perfect Attendance April 1 through July 31	4 hours Comp Time
Perfect Attendance August 1 through November 30	4 hours Comp Time

Each full time member who has perfect attendance for the year from December 1 through November 30 shall receive an additional twelve (12) hours of Compensatory Time.

Section 2. The period for determining the Attendance Incentive Award will commence on the first day of December of each year and end on the 30th day of November of the next succeeding year.

Section 3. Employee absence from work due to vacation, holiday, funeral leave, jury duty, approved non-pay leave status, such as military or pregnancy leave, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered an absence from work for the purpose of this section.

Section 4. Employees who report for duty and work in excess of four (4) hours of their daily work schedule and then leave work for reasons of illness or injury shall be considered to have worked a full day for the purposes of this section. Employees who report for work and work four (4) hours or less of their daily work schedule and then leave for reasons of illness or injury shall be considered absent for the purposes of this section.

Section 5. Notwithstanding Section 4 above, annual cumulative sick leave usage of eight (8) hours shall constitute a day of absence. Annual cumulative sick leave usage of sixteen (16) hours shall constitute two days of absence, and so on.

Section 6. An absence from work due to a duty-related injury or illness for which an employee receives Workers' Compensation benefits or injury leave pay pursuant to ordinance provisions shall be considered an absence for purposes of these sections; except that approved absences from work while an employee is hospitalized due to a duty-related injury and the recovery period immediately subsequent to the employee's discharge from hospital inpatient care will not adversely affect benefit eligibility.

The attendance incentive program is designed as a plan to reward persons who appear for work each day. Absences under this section, which shall diminish an employee's eligibility for that award shall include approved use of sick leave, unauthorized time off, disciplinary suspensions finally sustained through appeal proceedings, injury leave except as noted above, layoff, or separation from employment.

Section 7. New or separating employees shall receive a prorated benefit award based upon one-twelfth (1/12) of the total eligibility for each month of service or part thereof.

Section 8. For purposes of these sections, a workday is defined as an eight (8) hour tour of duty.

Section 9. Accrued, but unpaid attendance bonus is waived by an employee who is discharged or terminated for disciplinary reasons. Said moneys may later be recovered if the employee is later reinstated by the Civil Service Commission or a Court of Law and all appeals are exhausted.

ARTICLE XXII.

UNEMPLOYMENT COMPENSATION

Unit members shall be entitled to Unemployment Compensation under the laws of the State of Ohio for any period of unemployment due to lay off for lack of work or lack of funds.

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.

ARTICLE XXIV.

DISCIPLINE AND RESPONSIBILITY

Section 1. Disciplinary Procedure

- A. The Union recognizes the right of the employer to take disciplinary action against employees for just cause. Penalties for disciplinary action may include: oral and written reprimands, suspension, reduction of pay to the next lower step within the pay range, demotion or dismissal. Any employee disciplined will receive a copy of all disciplinary action.

Section 2. Expungement

- A. For the sole purpose of discipline, grievance and arbitration procedures, written or oral reprimands or counseling letters shall cease to have force and effect after 12 months, provided the employee incurs no additional discipline of any kind during the time frame listed.
- B. For the sole purpose of discipline, grievance and arbitration procedures, suspensions or reductions in pay as discipline shall cease to have force and effect after 24 months provided the employee incurs no additional discipline of any kind during the time frame listed.
- C. These same time frames shall be applied to discipline records in an employee's file at the time this contract becomes effective.

ARTICLE XXV.

GRIEVANCE PROCEDURES

Section 1. Should differences arise between the CITY and FOP 38 concerning alleged violations, misinterpretations or misapplications of specific terms of this Agreement, such differences shall be settled in the manner herein. The term "grievance" as used herein is so defined as to limit its applicability to terms and conditions of this Agreement.

Grievances as herein defined shall be processed in the following manner:

Step 1. Whenever an employee believes he/she has a grievance, he/she shall present the matter verbally to the Lieutenant in charge within ten (10) days of occurrence of alleged violation of this Agreement. A verbal response to the grievance shall be made by the Lieutenant within five (5) days of verbal presentation by the employee.

Step 2. If the grievance is unresolved, the employee may appeal the grievance in writing to the Captain in charge. The grievance must be forwarded to the Captain commanding the employee's bureau within five (5) days of the Lieutenant's verbal response. The Captain must issue a written response to the grievance within ten (10) days of receipt of the written grievance.

Step 3. If the grievance is unresolved, the employee may appeal the grievance in writing to the Chief. The grievance must be forwarded to the Chief within ten (10) days of the receipt of the Captain's written decision. The Chief must issue a written response within ten (10) days of receipt of the grievance.

Step 4. If the grievance is unresolved, the employee may appeal the grievance in writing to the City Manager. The grievance must be forwarded to the City Manager within ten (10) days of receipt of the Chief's written decision. The City Manager or his authorized representative shall issue a written response within twenty (20) days of receipt of the grievance.

INTERIM LANGUAGE PENDING CIVIL SERVICE COMMISSION ACTION:

The parties are agreed to jointly petition the Hamilton Civil Service Commission to place into its "Rules and Regulations" language exactly mirroring that contained in Article V of this agreement:

- A. In the event that the Civil Service Commission has enacted such language into its Rules and Regulations, then any matter alleging any violation of Article V only shall have as its sole and exclusive remedy, appeal to the Civil Service Commission and thus not subject to the grievance procedure. Applicable time frames and procedures for appeal shall be those contained in Civil Service Commission Rules and Regulations.

Unless specified otherwise, a day shall mean a calendar day. In the event that the final date for any action falls on a date which is not a regularly scheduled workday for the Office of Civil Service, then the final date for the act shall be deemed to be the next regular workday of that office.

- B. In the event that the Civil Service Commission has not enacted such language into its Rules and Regulations, then the grievance procedure culminating in Binding Arbitration language which pertains to all other articles within this contract shall also apply to Article V. In such instances, the time frames and procedures to be used shall be those contained within this contract.

Step 5. Arbitration:

A grievance which involves the misapplication or misinterpretation of this Agreement or which involves the disciplinary suspension, demotion, or dismissal of an Employee which has been properly and timely processed through the above procedure may be appealed to arbitration by the Union or the Employer. Notice of the request for arbitration must be served on the City, in writing, within forty-five (45) calendar days from the date of the decision of the City Manager' Step 4 decision, or within seven (7) calendar days following the next regular Lodge meeting after receipt of the Step 4 decision whichever is sooner.

Arbitration: The party initiating arbitration shall direct a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the other party. Copies of notices to the Employer should be directed to the Office of the City Manager, and to Labor Relations, and copies of notices to the Union should be sent to the Union President or his designee. The arbitrator shall be selected from a panel of arbitrators furnished by AAA. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules. Selection of binding arbitration in cases involving disciplinary suspension, demotion or dismissal, as set forth above, shall preclude and supersede any right of appeal by the Employee or the Union to Civil Service or to Court.

A grievance not so appealed from the fourth step (by either the procedures A or B above or by Step 5, Binding Arbitration) shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved Employee, the Union and the Municipality.

In the event that several arbitration cases are pending, they will be heard according to the following priorities: 1) discharge cases, 2) suspension cases, 3) demotion cases, 4) grievances involving back pay issues and 5) the filing date of the grievance.

ARBITRATOR'S JURISDICTION:

The arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself to the issues for arbitration and shall have no authority to determine any other issue not so submitted which is not directly essential to reaching a determination on the dispute at hand.

The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the Agreement under which the grievance was initiated.

In those issues wherein the grievant's relief sought involves back pay or lost wages covering a period of an Employee's payroll separation due to suspension or discharge, the amount of the award shall be less any unemployment compensation or interim earnings, received by the aggrieved Employee. Second jobs or sources of income which the Employee received while under employment will not be considered interim income and will not be deducted when awarding lost wages or back pay.

The decision of the arbitrator shall be submitted in writing to the parties within thirty calendar days of the hearing's conclusion unless the deadline is mutually extended by the parties.

The decision and award of the arbitrator shall be final and binding on the Union, its members, the aggrieved Employee(s) and the Municipality.

With respect to grievances involving misapplication or misinterpretation of this Agreement, the grievance and arbitration procedure contained in this Article shall be the sole and exclusive remedy available to employees, and the parties hereto as this procedure is intended to supersede all conflicting provisions of the Ohio Revised Code regarding any and all matters subject to the grievance procedures of this Contract or otherwise made subject to this Agreement. With respect to grievances involving disciplinary suspensions, demotions or dismissals the election of remedies, as set forth above, shall be mutually exclusive. Choice of binding arbitration shall thereafter preclude appeal to Civil Service or to Court. Appeal to Civil Service shall preclude access to binding arbitration.

With respect to cases of suspension, demotion and discharge, the arbitrator shall decide:

- 1) Whether there was just cause for discipline or demotion.
- 2) Whether the severity of the discipline was warranted considering:
 - a. the Employee's length of employment,
 - b. the Employee's past history,
 - c. the nature and circumstances which caused the discipline,
 - d. similar disciplinary actions taken in similar circumstances.

Fees and Expenses:

Each party shall pay its own expenses as to record transcription costs and for the costs associated with producing its own witnesses. The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the union, the employee, or the employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred, but prior to an arbitrator's award being issued, such expenses shall be shared equally by the employer and the union.

GRIEVANCE GUIDELINES FOR EFFECTIVE PROCESSING:

Representation: The aggrieved officer within the bargaining unit has a right to representation by FOP 38 during the processing of the grievance including any adjustment of the grievance. Employees within the bargaining unit covered by this Agreement have the right to present grievances and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the Agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment of the grievance.

Time Frames: For purposes of this procedure, a "day" is any weekday except Sunday, Saturday or a fixed date holiday as recognized by this Agreement.

All written grievances and responses shall be dated and signed by the appropriate Union or City representative.

Time limit extensions beyond those stipulated in this Agreement may be established by mutual agreement of the parties concerned.

In the event no appeal of a grievance is taken within the time limit specified herein, including any extensions to which the parties agree, the grievance shall be deemed resolved. Any grievance not answered by the City within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced immediately to the next Step. No grievance award shall be made to a person other than the specific individual(s) so entitled as eligible under appropriate section(s) of the Agreement. A grievance may be entered in or advanced to any Step of the Grievance Procedure if the parties jointly agree to do so.

Civil Service and Appeal to the Court: If the Civil Service and Appeal to the Court means for final determination is selected as the sole an exclusive remedy for suspension, demotion and dismissal, all rights under this Article for Binding Arbitration are voided.

Meetings: Grievance hearings are not open to the public.

Written Reprimand: Records of a written reprimand given to any employee shall be purged from his or her personnel file twelve months after the reprimand was issued, provided that the employee makes a written request, which shall not be filed, that the reprimand be removed and, provided further, that the employee incurs no additional written reprimands of any nature during the period between the issuance of the reprimand and the written request for its removal.

In the event that an officer has failed to request removal of a written reprimand as provided above, but has not incurred any additional discipline of any nature in the prescribed twelve month period, then the written reprimand shall cease to have any force and effect with regard to any discipline and its removal, when requested in writing, shall be accomplished.

Exemptions: Matters exempt from consideration for processing under this grievance procedure shall include the following:

- A. Actions appealable to the Civil Service Commission under appropriate Commission rules and regulations.
- B. Matters properly the subject of collective bargaining.

ARTICLE XXVI.

SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any federal, state or applicable municipal law, or Civil Service rule or regulation, or any order of or by a court of competent jurisdiction, or federal or state administrative ruling, all remaining provisions in this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII.

WAIVER

Section 1. The parties to this Agreement hereby acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties as to the exercise of that right are set forth in this Agreement. Therefore, CITY and FOP 38, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Section 2. In consideration of the work scheduling changes negotiated herein, FOP 38, on behalf of itself and the members thereof, jointly and severally promises, covenants and agrees that neither FOP 38, nor any member thereof, nor anyone claiming through either, will hereafter initiate, bring, commence, prosecute, maintain, participate in, or support in any manner, financially or otherwise, or cause or permit to be brought, commenced, prosecuted or maintained (1) any suit or action, either at law or in equity, in any court of the United States or of any state thereof, or (2) any charge or complaint before any administrative agency of the United States, or of any state thereof, against the City of Hamilton, Ohio, its elected officials, officers, employees or agents, for, on account of, arising out of, or in any way connected with the work scheduling changes negotiated herein at Article VII, Section 4.

ARTICLE XXVIII.

LAY OFF PROCEDURES

Civil Service procedures relative to the lay off of employees are incorporated herein by reference.

ARTICLE XXIX.

MERIT ADJUSTMENTS

Section 1. Consideration for merit adjustments may be delayed in those instances in which work time has been lost as a result of unpaid leaves of absence unless such leave has been for the purpose of military service or arising out of the employee's disability caused in the course of employment.

Section 2. Unit members in the classification of Police Officer shall originally be placed in Step 1 of Pay Range 27-P and shall be eligible for consideration for progression to Step 2 following twelve (12) months from date of employment. Unit members in the classification of Police Officer shall be eligible for consideration for progression from Step 2 to Step 3 and for consideration for progression from Step 3 to Step 4 at twelve-month intervals. Unit members in the classification of Police Officer will be eligible for consideration for progression from Step 4 to Step 5 after six (6) months at Step 4 and will be eligible for consideration for progression from Step 5 to Step 6 after six (6) months at Step 5.

Unit members promoted to the Detective classification will originally be placed in Step 4 of Pay Range 30-P and will be eligible for consideration for progression to Step 5 after six (6) months at Step 4. Detectives will be eligible for consideration for progression from Step 5 to Step 6 after six (6) months at Step 5.

It is understood that each merit adjustment shall be premised upon defined standards of merit and not simply upon duration of service in a given step. The most recent Performance Evaluation Report form shall be considered as well as information contained on the Personnel, Payroll Change Notice.

A copy of any suggested changes in standards to be used shall be forwarded to the FOP at least 30 days prior to a Labor Management Committee meeting and suggested changes shall be discussed, and mutually agreed upon during Labor-Management Committee meeting.

Any merit adjustment shall be implemented at the beginning of the pay period in which authorization of said adjustment is made.

ARTICLE XXX.

LABOR-MANAGEMENT COMMITTEE

Section 1. In the interest of furthering harmonious relations, a Joint Committee of not more than twelve (12) members, half of whom shall be from Management and half as representatives of FOP 38, will convene periodically at places mutually agreed upon for purposes of discussion of work-related issues.

Section 2. Such meetings shall be arranged in advance and will convene at a time convenient to both parties but not later than ten (10) calendar days from the date the request for such meeting was made.

Section 3. An agenda of items intended for discussion can be submitted at the time the conference is requested. Understandings or agreements reached in the course of such meetings shall be reduced to writing if requested by either party.

Section 4. FOP 38 officials or members in attendance at such meetings will not be subject to loss of pay for time so spent.

ARTICLE XXXI.

DISPUTE SETTLEMENT

If the parties cannot reach agreement prior to thirty (30) days before the expiration of the existing collective bargaining agreement the parties may then declare an impasse and the dispute settlement procedures of mediation, fact-finding and conciliation as provided in the Ohio Collective Bargaining Law with the time intervals designated therein shall then apply. The parties may mutually agree to extend the time for negotiations and postpone by mutual agreement the declaration of impasse.

ARTICLE XXXII.

F.O.P. LEAVE

Section 1. The Fraternal Order of Police will receive a maximum total of 104 hours per year of paid leave time for FOP functions and/or educational programs in even-numbered years; in odd-numbered years, that maximum shall be 128 hours. The President and Secretary or a designated FOP elected official shall be eligible for any part of this block of 104 or 128 hours.

Section 2. If any unit members are elected or appointed to a State FOP or National FOP position, the FOP will be granted an additional 24 hours per year of paid leave for FOP functions and/or educational programs. FOP agrees to provide notice of the election or appointment of any member to a State FOP or National FOP position.

ARTICLE XXXIII.

COMPENSATORY TIME OFF

Effective upon the execution of this agreement in 2008, 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.

ARTICLE XXXIV.

RETIREMENT PLANNING

Section 1. A unit member shall be permitted to travel to the Police Fire Disability and Pension Fund offices in Columbus, Ohio for the purposes of planning for retirement from the Police Division. Request for leave will be documented on a Leave Application Form (L.A.C.) as Police Pension Leave, and will be considered the officer's regular work time for that day. The following provisions apply:

- A. The request to travel will be in the officers 24th or later year of service to the City.

- B. No overtime, per diem, or mileage compensation will be provided.
- C. The officer will advise his or her supervisor of the date requested. Once the L.A.C. is approved by the supervisor, the authorization for leave will not be revoked due to unforeseen absences.
- D. In the event that an officer in any year of service be advised by a Medical Doctor, that due to a medical condition he is unable to perform the duties of a police officer, that officer may use this benefit for the purpose of traveling to the pension board for the purpose of applying for, or obtaining a disability pension.
- E. Travel to the Police Fire Disability and Pension Fund for regular retirement, or disability retirement will be a one time option only. Should the officer choose not to retire, any additional trips to the fund offices shall be on the officer's own time.

ARTICLE XXXV.

MISCELLANEOUS

Section 1. Officers Attending Recognized Police Academy

Newly hired Police Officers will be assigned to a 4/2 schedule until admittance to a recognized training school approved by the Ohio Peace Officer Training Council. While attending the academy, such recruit officers will be on the training school calendar for holiday purposes. After successful completion of the academy, the recruit officers shall be placed on 4/2 patrol shift for field training. They will retain eight (8) holidays or those that were not used prior to their academy training as allowed in Article IX due to proration.

Section 2. Parks Police

The only function of the Parks Police will be to assist the HPD in the control of various activities of all City-owned parks and playgrounds.

Section 3. Field Training Officers

Effective September 1, 2007, the Field Training Officer shall be compensated for training responsibilities in the amount of one (1) hour of Compensatory Time for each day when he/she engages in field training duties of four (4) hours or more.

Section 4. Drug Screening.

In addition to testing provided for under applicable City ordinances (HMC Chapters 180 and 186), and in accordance with the procedures defined in Appendix C, the City will test between seven to ten employees from among all Division of Police personnel, including the Communications Section, per quarter, for the presence of cocaine

metabolites, marijuana metabolites, opiate metabolites, amphetamines, phencyclidine, and similar illegal drugs of abuse. The Division will utilize hair testing, provided, that urine testing will be utilized if hair testing is not possible. Random numbers will be confidentially generated at the beginning of each quarter, and provided to the appropriate supervisor. The supervisor will confidentially choose a day when the employee is scheduled to work which coincides with the availability of the collection official. On the selected date, the employee will be provided with a written order to report to the collection official immediately upon receipt of the order.

Police administration reserves the right to submit non-random test subjects based upon complaints, information, or allegations received. The request will remain confidential between police administration and the internal affairs function.

If the laboratory returns a positive result, an immediate second test is automatic and required. The employee has the right to have the second hair sample sent to another certified laboratory at his or her own expense. Hair sent for a second test will be processed by the city in the usual manner. An employee ordered to report for a second test may be accompanied by a union representative or counsel as an observer. If a second positive is indicated, the employee will be immediately suspended pending a pre-disciplinary conference. Employees who refuse to take any ordered drug test will be immediately suspended and scheduled for a pre-disciplinary conference.

ARTICLE XXXVI.

NO LAY-OFFS, NO ATTRITION

Section 1. It is hereby agreed between the City and Fraternal Order of Police, Lodge 38, that there shall be no lay-offs by the City of any of the members of the Fraternal Order of Police, Lodge #38, nor attrition of any sworn position in the Division of Police through August 31, 1994.

Section 2. The total sworn complement is hereby defined as 114 officers.

- A. In the event additional officers are hired through local funding, those additional positions may be attritioned, should the financial condition of the City deteriorate due to a catastrophic situation, such as a major employer leaving the City, which would cause the City to fund only the most basic, minimum, essential services.
- B. Should additional officers be funded by state or federal grants, then the increased number of officers may, at the time that the said funding is no longer available, be reduced back to the current number of officers totally funded by the City, through attrition only.

ARTICLE XXXVII.

NO STRIKE OR LOCKOUT

Section 1.

- A. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting) or any other interference with the work and statutory functions or obligation of the Employer. The Employer agrees that there will be no lockout.
- B. Neither the Union nor its officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing (except informational hand billing or leafleting), or any other interference with the work and statutory functions or obligations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting), or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - (1) publicly disavow such action by the Employees;
 - (2) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
 - (3) notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
 - (4) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.
- D. Nothing contained herein shall preclude the Employer from obtaining judicial restraint or any other legal remedies available to the Employer under State law in the event of a violation of this Article.

Section 2.

In order to prevent the disruption of the essential services provided by the Division of Police, the parties hereto agree that if an impasse is reached during negotiations for a successor collective bargaining agreement, that said dispute(s) will be resolved by final and binding arbitration as provided in Chapter 4117 of the Ohio Revised Code or by a mutually agreed upon alternative dispute resolution procedure, provided that procedure culminates in final and binding arbitration.

ARTICLE XXXVIII.

CANINE OFFICERS

Section 1.

In the event that the Employer, in its discretion, creates and implements a canine unit, Employees assigned to this unit will be given the designated title of Canine Officer. Because of the unique nature of this position, its duties and the specialized and individual nature of the care and training of the assigned animal, special terms and conditions of employment shall apply to Canine Unit Officers as set forth below and in Rules and Regulations to be issued by the department.

Section 2.

An Officer who agrees to be assigned to this unit and to a specific dog expressly waives all promotional rights under R. C. Section 124 and the Hamilton City Charter for a period of the working life of the dog, to be determined by the veterinarian selected by the city to treat the canine. Provided, however, that during this period of time, a Canine Officer will be permitted to sit for any promotional examination he or she is otherwise qualified to take, and the Officer may actually be placed on an eligibility list. However, such name is not eligible for certification unless subsequent to placement on the list the assigned animal is removed from service by the Employer, or the Employer, in its sole discretion, waives this rule. Upon assignment, the Canine Officer will execute an acknowledgment of his or her understanding and agreement to these terms.

Section 3.

Workdays and working hours will be assigned in accordance with the needs of the Department. However, except in the case of an emergency, the Employer will endeavor to give reasonable notice of a change in workdays or working hours. Emergencies will be treated under Article VII, Overtime, of this Agreement.

Section 4.

Compensation for time involved in the care and grooming of the dog shall be in the form of time off from the regular work shift. Thus, in contrast to the provisions of Article VII (Overtime) and Article VI (Workday and Work Period), Canine Officers will report for seven and one-half (7-1/2) rather than eight (8) hour shifts as full compensation for responsibilities in maintaining facilities and the health and welfare of the dog. A per diem payment of \$3 for food and supplies and the reimbursement of other expenses will be covered by appropriate Regulations.

Section 5.

Due to the unique nature of this position, scheduling the use of holiday and vacation leave is subject to the needs of the department and the approval of the Canine Officer's Senior Commanding Officer.

Section 6.

Initial Officer Training will be treated under the terms of Article XXXIV (Officers Attending Recognized Police Academy) of this Agreement. Hours worked during periodic training sessions for the dog assigned to the Canine Officer shall be compensated for at one and one-half (1-1/2) the Officer's regular rate of pay, provided that the training hours have been previously approved by the Chief of Police.

Section 7.

Rules and Regulations and General or Special Orders may be issued by the Department concerning reimbursement for expenses related to care, feeding and training of the dog assigned to the Canine Officer, together with additional terms and conditions of employment not specifically treated herein. Where any such rules, regulations, general or special orders expressly conflict with this Agreement, such terms may not be implemented without meeting and conferring with the Union.

Section 8.

Each Canine Officer shall receive reimbursement of up to \$250.00 for the boarding of his or her dog for up to five (5) consecutive days one time each year. The five days that the dog is boarded must coincide with the canine officer using accrued paid leave. The amount of the reimbursement will equal the actual cost of the boarding, which will be verified by the canine officer submitting a receipt to his supervisor or the canine supervisor.

ARTICLE XXXIX

PROBATION

The probationary period of a newly appointed Officer shall be extended by the number of days the Officer attends Police Academy, is off duty due to sick, injury or other form of leave, or is on a light duty assignment.

ARTICLE XL

DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective September 1, 2007, and shall remain in effect until midnight, August 31, 2010. 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 11th day of June, 2008.

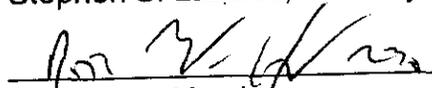
FOR: LODGE 38
FRATERNAL ORDER OF POLICE



Brian Robinson, President F.O.P. 38

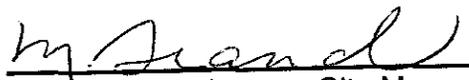


Stephen S. Lazarus, Attorney for FOP 38

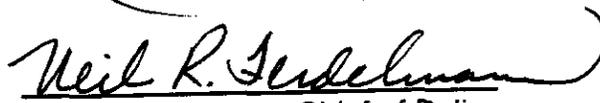


Committee Member

FOR: CITY OF HAMILTON, OHIO



Mark Brandenburger, City Manager



Neil R. Ferdelman, Chief of Police



Timothy Werdmann, Asst. Law Director

APPENDIX A

**SCHEDULE B-2
POLICE DIVISION (F.O.P.)
Effective September 1, 2007**

RANGE	CODE	CLASSIFICATION		1	2	3	4	5	6
27-P	430	Police Officer	Hour (40)	\$20.02	\$22.17	\$23.29	\$24.14	\$25.02	\$25.85
			Biweekly	\$1,601.60	\$1,773.60	\$1,863.20	\$1,931.20	\$2,001.60	\$2,068.00
			Annual	\$41,642	\$46,114	\$48,443	\$50,211	\$52,042	\$53,768
30-P	434	Police Detective	Hour				\$27.78	\$28.64	\$29.75
			Biweekly				\$2,222.40	\$2,291.20	\$2,380.00
			Annual				\$57,782	\$59,571	\$61,880

LONGEVITY			
Yrs. Continuous Service	Percent of	Maximum Police Officer Salary	
5 - 7	2%	\$1,075.36	\$0.52
8 - 11	4%	\$2,150.72	\$1.03
12 - 15	6%	\$3,226.08	\$1.55
16 - 19	8%	\$4,301.44	\$2.07
20+	10%	\$5,376.80	\$2.59

**SCHEDULE B-2
POLICE DIVISION (F.O.P.)
Effective December 22, 2007**

RANGE	CODE	CLASSIFICATION		1	2	3	4	5	6
27-P	430	Police Officer	Hour						
			(40)	\$20.22	\$22.39	\$23.52	\$24.38	\$25.27	\$26.11
			Biweekly	\$1,617.60	\$1,791.20	\$1,881.60	\$1,950.40	\$2,021.60	\$2,088.80
		Annual	\$42,058	\$46,571	\$48,922	\$50,710	\$52,562	\$54,309	
30-P	434	Police Detective	Hour				\$28.06	\$28.93	\$30.05
			Biweekly				\$2,244.80	\$2,314.40	\$2,404.00
			Annual				\$58,365	\$60,174	\$62,504

LONGEVITY			
Yrs. Continuous Service	Percent of	Maximum Police Officer Salary	
5 - 7	2%	\$1,086.18	\$0.52
8 - 11	4%	\$2,172.35	\$1.04
12 - 15	6%	\$3,258.53	\$1.57
16 - 19	8%	\$4,344.70	\$2.09
20+	10%	\$5,430.88	\$2.61

**SCHEDULE B-2
POLICE DIVISION (F.O.P.)
Effective August 30, 2008**

RANGE	CODE	CLASSIFICATION	1	2	3	4	5	6	
27-P	430	Police Officer	Hour						
			(40)	\$20.83	\$23.06	\$24.23	\$25.11	\$26.03	\$26.89
			Biweekly	\$1,666.40	\$1,844.80	\$1,938.40	\$2,008.80	\$2,082.40	\$2,151.20
		Annual	\$43,326	\$47,965	\$50,398	\$52,229	\$54,142	\$55,931	
30-P	434	Police Detective	Hour				\$28.90	\$29.80	\$30.95
			Biweekly				\$2,312.00	\$2,384.00	\$2,476.00
			Annual				\$60,112	\$61,984	\$64,376

LONGEVITY			
Yrs. Continuous Service	Percent of Maximum Police Officer Salary		
5 - 7	2%	\$1,118.62	\$0.54
8 - 11	4%	\$2,237.25	\$1.08
12 - 15	6%	\$3,355.87	\$1.61
16 - 19	8%	\$4,474.50	\$2.15
20+	10%	\$5,593.12	\$2.69

**SCHEDULE B-2
POLICE DIVISION (F.O.P.)
Effective August 29, 2009**

RANGE	CODE	CLASSIFICATION	1	2	3	4	5	6	
27-P	430	Police Officer	Hour						
			(40)	\$21.66	\$23.98	\$25.20	\$26.11	\$27.07	\$27.97
			Biweekly	\$1,732.80	\$1,918.40	\$2,016.00	\$2,088.80	\$2,165.60	\$2,237.60
		Annual	\$45,053	\$49,878	\$52,416	\$54,309	\$56,306	\$58,178	
30-P	434	Police Detective	Hour				\$30.06	\$30.99	\$32.19
			Biweekly				\$2,404.80	\$2,479.20	\$2,575.20
			Annual				\$62,525	\$64,459	\$66,955

LONGEVITY			
Yrs. Continuous Service	Percent of	Maximum Police Officer Salary	
5 - 7	2%	\$1,163.55	\$0.56
8 - 11	4%	\$2,327.10	\$1.12
12 - 15	6%	\$3,490.66	\$1.68
16 - 19	8%	\$4,654.21	\$2.24
20+	10%	\$5,817.76	\$2.80

APPENDIX B

- A. Effective January 1, 2008 the Health Care Plan recommended by the Joint Subcommittee is described as: A managed care plan. Use of Network providers results in the higher level of benefits. Use of non-network providers results in a lower level of benefits.

Plan design (High Plan):

	NETWORK	NON-NETWORK
OUT-PATIENT	Service Co-pays: \$20/office visit \$50 ER visit \$10/\$25/\$50 Drug (Tier 1/ Tier 2/ Tier 3)	Deductible: \$500/ Individual \$1500/ Family Co-pay: \$50 ER Visit Drug: 70% of non-network pharmacy charge
CO-INSURANCE	90%/10%	60%/40%
OUT-OF-POCKET (per year)	\$500 Individual \$1,000 Family	\$3,000 Individual \$6,000 Family
IN-PATIENT MEDICAL SURGICAL	90%/10% after deductible	After deductible, 60/40, subject to maximum out-of-pocket
	Other Lifetime Maximum: Unlimited	Other Lifetime Maximum: Unlimited

Plan design (Low Plan, includes HRA with employer contribution of \$1250 Ind./\$2500 Fam. with rollover):

	NETWORK	NON-NETWORK
OUT-PATIENT	Deductible: \$2000 Individual \$4000 Family Drug: \$10/\$25/\$50/25% to \$2500 (Tier 1/ Tier 2/ Tier 3/ Tier 4)	Deductible: \$4000 Individual \$8000 Family Drug: 70% of non-network pharmacy charge
CO-INSURANCE	Deductible + 0%	Deductible + 30%
OUT-OF-POCKET (per year)	\$2000 Individual \$4000 Family	\$6000 Individual \$12000 Family
IN-PATIENT MEDICAL SURGICAL	Deductible + 0%	Deductible + 30%
	Other Lifetime Maximum: \$5,000,000	Other Lifetime Maximum: \$5,000,000

B. A Dental Plan which covers the following:

Class I (Diagnostic and Preventative)	100%
Class II (Oral Surgery/Endodonic/Periodontic/Restorative)	80%
Class III (Prosthodontic)	80%
Class IV (Orthodontia)	60% (children to age 19)

Deductible of \$50/person/calendar year on Class II and III.

Maximums: \$2500/person/calendar year on Classes I, II and III.
\$1,000/lifetime on Class IV.

C. A network vision plan which provides:

	NETWORK	NON-NETWORK
Exams: (1 per 12 mo)	\$10 co-pay	Reimbursed up to \$35
Lenses: (1 pr per 24 mo)	\$25 co-pay	Range: up to \$25 -\$55
Frames: (1 pr per 24 mo)	\$100 allowance; 80% of balance over \$100	Up to \$50
Contacts Necessary Elective (1 pr per 24 mo)	No co-pay \$115 allowance	Up to \$200 Up to \$92

APPENDIX C

1.8.5 RANDOM DRUG TESTING The Hamilton Police Department has instituted a random drug testing program for all sworn and Communications Section personnel:

1. **Program Purpose** The random drug testing program was instituted to:
 1. Test for the presence of:
 1. Cocaine metabolites;
 2. Marijuana metabolites;
 3. Opiate metabolites;
 4. Amphetamines;
 5. Phencyclidine; and
 6. Similar illegal drugs of abuse;
 2. Deter employee use of illicit drugs;
 3. Protect the public, co-workers, and the involved employee from drug-related accidents;
 4. Limit the potential for lawsuits against the city as a result of careless or negligent acts by drug-involved employees;
2. **Procedures:**
 1. **Subject Selection:**
 1. At the beginning of each quarter, the names of seven to ten employees will be randomly generated and provided to the appropriate bureau commander. Additionally, the Chief of Police reserves the right to submit non-random names based upon complaints, information, or allegations received. The submission of non-random names shall remain confidential between the administrative officers and, if necessary, the internal affairs function;
 2. The bureau commander will confidentially choose a day when the employee is scheduled to work that coincides with the availability of the collection official and notify the collection official to respond to Police Headquarters on that date;
 3. On the date in question, the bureau commander will notify the employee's immediate supervisor of the random drug test and provide the supervisor with an Order to Report form (DP-60). The immediate supervisor will:
 1. Notify the employee to respond to headquarters;
 2. Sign, date, and indicate the time on the DP-60 and provide it to the employee;
 3. Direct the employee to immediately respond to the collection official;
 2. **Testing Procedures** Random drug tests will be administered by a registered nurse who is a certified collection official. Hair specimens will be utilized as the primary method of testing for illegal drug usage. However, urine testing will be utilized if a suitable hair specimen cannot be obtained:
 1. **Hair Testing** In order to provide a suitable specimen, an employee must have at least ½ inch of hair (head, chest, leg or underarm). Once a suitable hair specimen is obtained, the collection official will:
 1. Sign, date, and indicate the time on the DP-60;
 2. Process the specimen in accordance with accepted laboratory procedures; and
 3. Forward the DP-60 to the appropriate bureau commander;
 2. **Urine Testing** In those rare instances where a suitable hair specimen cannot be obtained, urine testing will be utilized by the collection official in accordance with the following procedures:
 1. The employee to be tested shall:
 1. Remove extraneous clothing and personal items (coats, hats, etc); and
 2. Remain in full view of the collection official, except when actually providing the sample;
 2. If the employee cannot produce a sample, the collection official will allow the employee:
 1. To consume up to 40 ounces of water;
 2. Up to three hours to provide a suitable specimen. If the employee does not provide a suitable specimen within the three-hour time period, the employee will be considered to have refused the test;
 3. Once a suitable urine specimen is obtained, the collection official will:
 1. Sign, date, and indicate the time on the DP-60;
 2. Process the specimen in accordance with accepted laboratory procedures; and
 3. Forward the DP-60 to the appropriate bureau commander;
 3. **Positive Test Result/Refusals:**
 1. If the laboratory returns a positive test result, a second test is required and will be immediately scheduled by the appropriate bureau commander:
 1. An employee who is ordered to report for a second test may have a union representative or counsel accompany them to serve as an observer;
 2. Specimens obtained for a second test will be obtained and processed in accordance with the procedures outlined in the subsection entitled Testing Procedures, above;
 3. The employee has the right to have the second specimen sent to another certified laboratory at his/her own expense;
 2. If a second positive test is indicated, the employee will be immediately suspended with pay pending a pre-disciplinary conference;
 3. An employee who refuses to take any ordered drug test will be immediately suspended with pay pending a pre-disciplinary conference;
 4. **Record Maintenance** Once final test results are received, whether positive or negative, the results will be indicated on the original DP-60 by the appropriate bureau commander, and the form and laboratory report will be filed in the employee's personnel file. A copy will be returned to the employee.



Founded 1791

STATE EMPLOYMENT
RELATIONS BOARD

2008 JUN 25 A 11: 03

Department of Law

City of Hamilton, Ohio
One Renaissance Center
345 High Street, Hamilton, Ohio 45011
Telephone 513 785-7180
Fax 513 785-7187

June 20, 2008

Ohio State Employment Relations Board
65 East State Street
Suite 1200
Columbus, Ohio 43215-4213

**Re: FOP Lodge 38 (Rank & File) and City of Hamilton
SERB CASE NO. 07-MED-05-0607**

To Whom It May Concern:

Enclosed for your files is a copy of the recently executed successor agreement between the above-mentioned parties.

Please feel free to contact me at 513-785-7007 if you have any questions or need any further information.

Sincerely yours,

Timothy Werdmann
Assistant Law Director
Department of Law

Enclosure

cc (w/o enclosure):

Det. Brian Robinson, Lodge 38 President
Stephen Lazarus, Esq.