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CONTRACT

Between

THE CITY OF OXFORD

And

THE OXFORD POLICE OFFICERS

January 1, 2011 - December 31, 2013

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August 4, 2011

Ohio State Employment Relations Board
65 East State Street
12th Floor
Columbus, Ohio 43215

Attn: Cheri Alexander

Dear Ms. Alexander:

Attached is a copy of the signed contract between the City of Oxford and The Oxford Police Officers for your files for the period January 1, 2011 – December 31, 2013.

Please feel free to contact me if you have any questions.

Sincerely,

Donna J. Heck
Human Resources Director

Attachments:

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This agreement, made and entered into on the 1st day of June, 2011, in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Fraternal Order of Police, Lodge 38, hereinafter called "Police", has as its purpose the promotion of harmonious relations between the City and the Police, the formalization of the complete agreement between them on all matters pertaining to wages, hours, or terms and other conditions of employment, and the establishment of an equitable and peaceful procedure for the resolution of differences which may arise concerning those matters.

The parties hereto agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. It is expressly understood that all matters not included in this agreement are by intention and design specifically excluded and fall, for the life of this agreement, within the powers, duties and responsibilities of the City. This agreement constitutes the full and complete agreement of the parties and there are no others, either oral, written, or by custom except those as herein expressly contained. Therefore, the Police and the City, for the life of this agreement, each voluntarily and unqualifiedly waive 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, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Each of the parties to this agreement, for the term of this agreement, specifically waives the right to demand or request changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining and it is agreed that the City shall not be subject to provide additional wages, compensation, fringe benefits, or emoluments of any kind beyond that which is specified in this agreement.

ARTICLE I Recognition

1. The Fraternal Order of Police, Lodge 38, is recognized as the exclusive representative for collective bargaining purposes for all full-time sworn police officers below the rank of sergeant as established by certification, as amended, granted by the State of Ohio State Employment Relations Board, dated May 17, 1984, more specifically referred to as Case No. 84-VR-04-0454.

The term "Police" when used in this agreement refers only to those employees, individually and collectively, included within that certification.

2. The bargaining unit also excludes part-time officers hired by the City who shall be certified peace officers to act as a law enforcement officers. Provided, however, that City expenditures for such part-time officers does not exceed \$100,000 per year and such individuals are not used to replace full-time bargaining unit officers for purposes of overtime on said full-time officers' regular schedule.

ARTICLE II
Dues Deduction

The City agrees to deduct and remit to the Police periodic dues, initiation fees, and assessments of members of FOP Lodge 38 upon presentation of written deduction authorization (see Appendix C) by the employee. It is agreed that the written deduction authorizations specified shall be irrevocable for the term of this agreement and that said authorizations shall stipulate that the same is irrevocable for the term of this agreement and that thereupon the City will treat the same as irrevocable during the term of this agreement irrespective of any attempts to negate said authorizations.

Should any member of the bargaining unit not become a member of FOP Lodge 38 within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Police as to the facts, will deduct a fair share from said member's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Police agree that any such fair share officer will be fully represented by the Police the same as if he or she were a member of the Police and will be entitled to attend and participate in meetings of the bargaining unit and will be entitled to vote on the contract with the City as well as any and all contract matters or provisions in the same manner as are members of the FOP Lodge 38.

The Police agree to indemnify and hold the City harmless against any and all claims and liability arising by virtue of its deduction from any Police Officer's pay made pursuant hereto and for disposition and use of deductions so made once they have been received by the Police.

ARTICLE III
Wages

The wage rates which shall be effective during the term of this agreement are set forth in Appendix A.

ARTICLE IV
Work Day and Work Period

1. The normal work day shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period, except that those officers assigned to special duty shall have a normal work day consisting of eight (8) consecutive hours of work inclusive of the thirty (30) minute meal period.
2. The normal work week shall be forty (40) hours per one week pay period.
3. A one week pay period begins at 7:00 a.m. on Monday and ends one hundred sixty eight (168) hours later.
4. A day begins at 7:00 a.m. and concludes twenty four (24) hours later.

5. While remaining on duty and in communication with the Dispatcher's office, a police officer shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; officers working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day. Any officer requested to work beyond the end of his/her shift shall be entitled to a twenty (20) minute break if requested to work twelve (12) hours, or, should the officer be requested to work fourteen (14) hours, he/she shall be entitled to a thirty (30) minute meal period. Officers working other overtime shall be entitled to the following breaks: one fifteen (15) minute break if requested to work no less than four (4) hours; or one twenty (20) minute break if requested to work no less than five (5) hours; or one (30) minute meal period if requested to work no less than six (6) hours; or according to the normal schedule if requested to work a full eight (8) or ten (10) hour shift. Unless specifically approved by the shift supervisor, no two officers shall be on break at the same time. Before commencing a break, every officer shall notify the dispatcher of his/her intent and location and shall be subject to an order from the shift supervisor to return to duty. Upon completion of a break, the officer shall also notify the dispatcher.

6. Changes in an officer's work schedule when such officer is not being paid overtime therefore and when such change is not occasioned by sickness, funeral, injury, or attendance at schools, training sessions, lectures, meetings, jury duty or vacancy in the division wherein the City did not have thirty (30) days advance notice of said school, training session, lecture, meeting, jury duty or vacancy in the division or where the schedule change is occasioned by the cancellation of an officer's attendance at any school, training session, lecture, or meeting and the City desires to substitute and assign another officer to such school, training session, lecture, or meeting, shall require that thirty (30) days notice thereof be given to the affected officer. In order to assure the City's ability to comply with this Article, it shall be mandatory that an officer provide the City with written notice thirty-seven (37) days in advance of request for holiday time off, personal days, and compensatory time days off, unless the City does not reschedule another officer to work as a result of such request. Changes in an officer's work shift or working hours may be made with less than thirty (30) days notice by mutual agreement between the City (through the scheduling officer) and the affected officer(s).

7. Two police officers may exchange shift assignments with approval of the scheduling officer provided (1) both officers sign the shift trade agreement form in Appendix B; (2) each shift trade is scheduled in such a way that each officer is still scheduled for eighty (80) hours work within the two-week pay period described above; and (3) no officer may work more than six consecutive days through the use of shift trades.

8. Within 30 days of both parties accepting this contract, the City will provide a schedule through December 31, 2011. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the current calendar year. Nothing herein shall restrict the rights of the City to change the schedule in accordance with the terms of this contract and the law.

ARTICLE V
Overtime

1. Overtime is defined as any time worked in excess of forty (40) hours during any one week pay period, but excluding any excess hours spent on jury duty. When directed by his/her supervisor to work overtime, a police officer will be compensated for all such hours actually worked at a rate of one and one-half (1-1/2) times his/her normal rate. Compensation will be in the form of pay or compensatory time off at the option of the City. Work assignments shall not be offered based solely on the officer's acceptance of compensatory time off. Compensatory time shall be taken as additional vacation subject to the approval of the officer's supervisor; however, no officer shall be permitted to carry over more than forty (40) hours of compensatory time from one calendar year to the next calendar year. The overtime rate of pay is applicable to any hours worked in addition to the forty (40) hours of straight-time compensation for any one week pay period. Such straight-time compensation may include hours actually worked, paid leave or sick leave, holiday time, or vacation, or jury duty hours, or a combination of hours actually worked, paid leave and/or jury duty hours. Additional rules and restrictions on the accumulation and use of compensatory time shall be agreed by the parties' Labor Management Committee and approved by the City Manager.

2. An officer who is called to duty following the completion of his/her normal work day and three (3) or more hours prior to the commencement of his/her next normal work day shall receive a minimum of two (2) hours compensation for such call-in at one and one-half (1-1/2) times his/her normal rate.

3. An officer who is required to appear in Court to testify as a witness on behalf of the State or City in a State or City case or pursuant to a subpoena in a civil case by reason of his/her duties and actions as an Oxford police officer, if not on duty at such time, shall receive a minimum of three (3) hours compensation at one and one-half times his/her normal rate. Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

An officer who is called for jury duty will be scheduled to work an eight-hour day shift for those days which the officer serves as a juror. The officer shall report for duty at the Oxford Police Headquarters to work those hours of any day shift which is not spent as a juror. An officer shall remit to the Finance Department any funds received for serving as a juror, except that the officer shall be allowed to retain mileage fees. No officer shall be paid for more than forty (40) hours per work week for time actually spent as a juror.

4. The working of overtime is mandatory. Where possible, the City will post available overtime in advance and fill slots from the work force on a volunteer basis. On occasions when it is not possible to post overtime in advance, the City will contact officers in an attempt to fill the slot on a volunteer basis. An officer shall have the right to tentatively refuse such overtime if he has personal plans and makes them known to the City. However, if the City is unable to fill a slot on a volunteer basis, the City will have the right to order an officer to work the required overtime.

5. Overtime will be allocated to officers in accordance with the following procedures:

A. Coverage for partial shift, i.e., 0300 to 0700 or 1700 to 2100:

1) Shift coverage overtime shall be offered to the officer(s) working the shift prior to the vacancy, being offered to the officer with the lowest overtime balance first.

2) If the officer(s) working the shift prior to the overtime decline the overtime, it shall be offered to the officer(s) working the shift immediately following the vacancy, being offered to the officer with the lowest overtime balance first.

3) If the above officers decline the overtime, then it shall be offered to officers not working, being offered to the officer with the lowest overtime balance first.

B. Coverage for an entire shift:

1) The shift shall be divided in half, with the first half being offered to the officer(s) working the shift prior to the vacancy, being offered to the officer with the lowest overtime balance first.

2) The second half of the shift will be offered to the officer(s) working the following shift, being offered to the officer with the lowest overtime balance first.

3) If the above officers decline the overtime, then it shall be offered to officers not working, being offered to the officer with the lowest overtime balance first.

4) In providing shift coverage, officers will not routinely work more than fifteen (15) consecutive hours.

C. Overtime balance:

The overtime balance referred to above shall be determined by the current sum of all overtime hours worked plus hours offered and declined; however, only shift coverage overtime hours will be included in the balance.

D. Special duty overtime hours (from sign-up sheets):

Special duty (i.e., north end, uptown walking, litter, etc.) overtime hours will be separate from shift coverage overtime, with a list showing a current balance for each officer, regardless of rank. Assignments will be made based on the current balances, picking the officer with the lowest balance first, then the second lowest, etc., until the detail is filled.

E. Call out overtime hours:

When specialized skills are required, the supervisor will determine who shall be called out.

F. Assignments:

- 1) The overtime balance sheets will be maintained for one calendar year. The overtime records will be maintained by computer in the Sergeant's office and available for officers to inspect upon request.
- 2) At the beginning of the calendar year, assignments will be based upon the officer(s) length of service, being offered to the officer with the longest tenure first.
- 3) If two officers have the same overtime balance, the overtime will be offered first to the officer with the longer length of service.
- 4) The word "offered" used in the above items means that the City has attempted in good faith to contact the appropriate officer either in person or by telephone but actual contact is not required. Messages will be left on recording machines, if available.
- 5) The above procedure shall not be required in an emergency situation.
- 6) All shift coverage overtime necessitated by the absence of a police officer will be offered to the police officers first before being offered to any supervisor.

ARTICLE VI
Shift Supervisor Pay

Whenever there is no shift supervisor on duty and the Chief, a lieutenant or a sergeant has assigned in writing a police officer to serve temporarily as acting shift supervisor, said police officer will be compensated at his/her normal rate of pay plus the amounts set forth below. To qualify for assignment as an acting shift supervisor, an officer must meet the eligibility requirements for the promotional exam for sergeant. Assignments will be made from a rotating list set up in order of seniority. When no such assignment is made no police officer shall have the responsibility of shift supervisor and there shall be no acting shift supervisor unless the above required written assignment has been made.

Effective January 1, 2002 - \$2.05 per hour

ARTICLE VII
Holidays

For purposes of determining holiday pay, police shall be entitled to fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25); undesigned holidays are the employee's birthday and six (6) personal absence days. Upon the approval of his/her supervisor, the employee on his/her birthday may take the day off or take it at a later date in the same year. Police officers scheduled to work on a designated holiday may with his/her supervisor's approval choose not to work on that holiday. Shift trades will be allowed on

designated holidays as long as the shifts being traded are during the same holiday. Those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal hourly rate, or they can receive pay at one and one half (1-1/2) times their normal hourly rate with, instead of the additional pay, an additional ten (10) hours of leave at a date to be used later.

Designated holidays not worked and undesignated holidays may be taken on any scheduled working day, not a designated holiday, with the approval of the employee's supervisor. Officers who generally work an eight (8) hour shift, and who are scheduled to work a ten (10) hour shift during a holiday week (but not the holiday) shall accrue the holiday at ten (10) hours. When an officer does not work a designated holiday, the officer may with approval take that holiday on a scheduled working day or may turn in the holiday for straight time (non-overtime) pay. Designated holiday hours turned in for pay shall not be added to the forty (40) hour work week for purposes of determining overtime. All holidays shall be used within one year of the date earned except that no officer shall lose holidays because his/her request for specific days off was not approved.

In addition, New Year's Eve and Christmas Eve shall be compensated at one and one-half (1-1/2) times the base rate for all hours actually worked. This provision applies only to officers actually working. Officers not working this holiday are not entitled to any additional compensation or time off.

ARTICLE VIII Vacation

Police will be credited with accrued vacation annually on the anniversary date of their employment according to the following schedule:

1st thru 4th anniversary	80 hours
5th thru 9th anniversary	120 hours
10th thru 14th anniversary	160 hours
15th anniversary and subsequent	200 hours

Vacation credited but unused by the following anniversary date of the employee may be carried forward up to a maximum of four (4) working days or forty (40) hours, whichever is greater. Any officer who is ordered to perform official duty during scheduled vacation shall be compensated at a rate of one and one-half (1-1/2) times his/her normal rate for any hours actually worked.

Prior to October 1 of any calendar year, an officer may turn in up to eighty (80) hours of accrued vacation for pay, provided that such officer has used at least forty (40) hours of vacation time in the preceding 52 week period. An officer planning to turn in vacation for pay shall notify the City in writing no later than September 15th of the current year. This declaration is non-binding, however, failure to submit said declaration renders an officer ineligible to turn in vacation for pay for the subsequent year.

ARTICLE IX
Leaves

1. Leaves of absence. A leave of absence without pay for a period of up to one (1) year may be granted upon approval of the City Manager. Return of the employee within the approved time period entitles the employee to reinstatement in the position held prior to the granting of the leave. Failure to return to work upon the termination of a leave of absence shall result in termination of employment. The City may require that any employee requesting leave under the provisions of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness is involved) before any non-paid time off shall be utilized. No benefits shall accrue during the period of the leave of absence, unless any such time is mutually designated Family Medical Leave time. During such 12 week period the City will provide health insurance coverage as required by law.

2. Funeral Leave. Police will be permitted to use up to three (3) days funeral leave per calendar year for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. After exhausting this annual allowance, an officer will be permitted to use up to two working weeks of his/her sick leave for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An officer shall not use more than a combined total of three (3) days funeral and/or sick leave for a single funeral, except for the death of a spouse or child. Immediate family shall be construed to mean spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent or grandchild. Leave of absence without pay is allowed for other funerals when approved by the employee's supervisor.

3. Maternity Leave. Maternity leave shall consist of sick leave and/or vacation time, with pay, and/or leave of absence without pay. After the employee utilizes, for maternity purposes, all of her accrued sick leave and vacation leave, she will be placed on leave of absence without pay for a period not to exceed six (6) months. During such leave of absence the City will continue the employee's group health insurance at the expense of the employee if the employee requests unless such leave without pay is mutually designated as Family Medical Leave time where health insurance will be provided as required by law. Additional leave of absence without pay may be granted by the City Manager upon request, for good cause upon showing of unusual circumstances. If the City Manager has reason to believe that an employee is unable to fulfill her usual duties by reason of pregnancy, the City Manager may request in writing that the employee begin sick leave, vacation leave or leave of absence without pay at a date earlier than that selected by the employee. Benefits other than health insurance do not accrue during the period of leave of absence without pay.

ARTICLE X
Sick Leave and Recuperative Leave

1. Sick Leave. Police officers shall earn sick leave at a rate of ten (10) hours per month and may accumulate a maximum of 1200 hours. Sick leave is used to compensate the employee at his/her regular rate when absent due to the illness of the officer. Sick leave is also charged when an employee leaves work for any medical appointment. Sick leave may also be used as follows:

A. A police officer may use up to ten percent (10%) of his/her accumulated sick leave balance (as of January 1st each year) each year either for sickness in the immediate family requiring the employee's absence from work or for paternity leave arising from the birth of a child to his spouse, or a combination of both. Immediate family is defined as spouse or child of the officer, parent (including step-parent) of the officer, or any relative residing in the officer's household. A police officer shall not use more than ten percent (10%) of his/her accumulated sick leave as of January 1st in any one year for said purposes.

B. Sick leave may be used by an officer when an officer is unable to report to work due to a bonafide quarantine of a contagious condition afflicting a member of his/her household. The ten percent (10%) per year limit noted above shall not apply in such cases.

C. An officer may also use a day of sick leave when he/she cannot come to work due to snow conditions and when his/her supervisor has determined that snow conditions prevented the employee from reporting for work.

A police officer shall receive a bonus of three hundred ten dollars (\$310.00) per calendar quarter if the officer uses no sick leave during that quarter. Use of any hours of sick leave will result in the officer receiving no payment for that quarter. Any officer who uses no sick leave for a calendar year shall receive an additional three hundred sixty dollars (\$360.00). The police officer shall receive all such bonus payments at the end of each calendar quarter. Any payment shall reflect applicable federal, state and local withholdings. Sick leave used for recuperative leave as defined in paragraph C-2 (below) shall not be considered sick leave used for purposes of this paragraph. This sick leave incentive will be part of any Employer absentee control policy, whether or not such policy is part of this contract.

In case of illness, officers shall be allowed to use accrued compensatory time, vacation hours or holiday hours in the same manner as presently prescribed for use of sick leave.

2. **Recuperative Leave.** A police officer who is disabled to the extent that he/she cannot perform regular duties as a result of injury sustained in an identifiable incident while in the course of public employment with the City, not through his/her own negligence, after exhaustion of fifteen (15) days of the employee's accumulated sick leave, shall continue to receive for a period not to exceed one calendar year from that date an amount of compensation equivalent to his/her full salary less any and all funds or monies received from public or private agencies by way of pension, compensation, or indemnity for such disability. The police officer shall make application for "temporary total" disability compensation under the Workers' Compensation Law of Ohio, provided that where the disability is of a type or nature which will prevent the police officer from returning to full police duties, the employee shall (mandatory) apply for such available benefits of said funds or money that may accrue to him/her and be payable from the Police and Firemen's Disability and Pension Fund. The City Manager shall cause the employee to be examined by a physician of the City's choice to determine the extent of the disability and may require subsequent examinations during the period of disability. In no case will the City pay a recuperative leave allowance for any period of time in excess of the "temporary total" disability time as determined and awarded by the Ohio Bureau of Workers' Compensation. For purposes of

eligibility for the Sick Leave Bonus in paragraph 1C, above, the use of sick leave for recuperative leave purposes as set forth in that paragraph shall not act to disqualify an employee who is otherwise eligible for a sick leave bonus.

3. Reinstatement. An employee absent from work because of any service connected occupational illness or injury as determined by the Ohio Industrial Commission shall be entitled to reinstatement at the same rate of pay received prior to the date of such illness or injury plus any contractual increases upon approval of his/her application to return to work.

ARTICLE XI Life and Health Insurance

1. Life Insurance. The City will provide, at no cost to the police, group life insurance coverage on each officer in an amount equal to one and one-half (1-1/2) times the officer's annual base salary. In addition, eligible officers may contract with the City's insurance carrier for additional units of life insurance at the expense of the officer and at no cost to the City.

2. Health Insurance.

A. Effective January 1, 2005, the employee will contribute ten percent (10%) of the annual premium cost of health insurance due and owing provided the employee by the City. The amount contributed shall be withheld from employee's bi-weekly paycheck.

B. The City agrees to establish a health insurance advisory committee to annually review the health insurance coverage for full-time employees of the City. The committee shall be composed of: one police officer below the rank of sergeant, one sergeant or lieutenant, one non-sworn employee of the police division, one water division employee, one wastewater division employee, one streets division employee, one recreation department employee, one Municipal Building employee not employed in the Police Division, and one administrative officer of the City.

C. The committee shall review coverage and advise the City Manager on coverage issues with the goal of limiting the cost of the health insurance plan to the City's monthly contribution rate.

D. A majority of those appointed shall constitute a quorum and all votes shall require a majority of the committee membership to pass any proposal. It is the intent that all City employees have a voice in the health insurance afforded them and the Health Insurance Committee shall work to this end.

3. Other Insurance Coverage. Police officers may purchase, through payroll deduction, other insurance coverage as may be made available to police officers by the City through the mutual agreement of the City and the Police.

ARTICLE XII
Longevity Pay

Police officers shall receive longevity pay each year, based on his/her anniversary date, according to the following schedule:

Effective January 1, 2005:

5 th anniversary - \$475	13 th anniversary - \$675	22 nd anniversary - \$900
6 th anniversary - \$500	14 th anniversary - \$700	23 rd anniversary - \$925
7 th anniversary - \$525	15 th anniversary - \$725	24 th anniversary - \$950
8 th anniversary - \$550	16 th anniversary - \$750	25 th anniversary - \$975
9 th anniversary - \$575	17 th anniversary - \$775	26 th anniversary - \$1,000
10 th anniversary - \$600	18 th anniversary - \$800	27 th anniversary - \$1,025
11 th anniversary - \$625	19 th anniversary - \$825	28 th anniversary - \$1,050
12 th anniversary - \$650	20 th anniversary - \$850	29 th anniversary - \$1,075
	21 st anniversary - \$875	30 th anniversary - \$1,100

Effective January 1, 2003 and each year thereafter, the longevity pay shall be rolled into the base rate of pay.

ARTICLE XIII
Uniforms

1. If the City should decide to change all or part of the standard uniform, the City will purchase the initial annual supply of new items for each officer except when the change in the uniform was made at the request of the police officers. At the fifth (5th) anniversary of such uniform change, all previously issued styles and types of uniforms shall be considered obsolete and no longer acceptable as part of the standard uniform.
2. Effective January 1, 2005, the officers will receive a uniform and cleaning allowance of seven hundred fifty dollars (\$750.00) for each year of this contract. The police officer permanently assigned as Detective shall receive an additional one hundred and fifty dollars (\$150.00) for each year of this contract.
3. Special assignment such as motorcycle, bike, and equine patrol will be supplied uniforms on a replacement basis for required items as approved by the Chief of Police.

ARTICLE XIV
Training Reimbursement

A "training day" is defined as a work day or part of a work day during which an officer is scheduled to attend a law enforcement training program and the officer is not responsible for routine calls.

1. The expenses for permanent, full-time police officers who are required, or requested, by the City to attend training programs, schools, or other instructional programs shall be reimbursed by the City as follows:

A. Registration fees or tuition.

B. Costs of lodging, meals and mileage shall be at the same terms and conditions as other City employees as set forth in the City of Oxford Travel Policy or as otherwise set by ordinance.

2. For training day(s) outside the City and Oxford Township, the City will attempt to schedule a police officer so that attendance at such training as well as related travel time will coincide with the officer's normal work week. When total travel time and instructional time (in combination with regular hours worked if applicable) will exceed forty (40) hours in a one week pay period, police officers may request approval of the Police Chief for compensation for all such excess hours. Compensation will be in the form of scheduled time off or pay, at the police officer's base rate of pay, at the option of the Police Chief. The following rules will apply to compensation for training time:

A. If an officer is assigned to attend training during a one-week pay period, he will be compensated for a minimum of forty (40) hours provided regular hours worked, travel time, and instructional time total a minimum of thirty-five (35) hours.

B. When an officer attends training which overlaps two one-week pay periods, the officer will be compensated for a total of forty (40) hours each week provided the average total of regular hours worked, travel time, and instructional time for each of those weeks is a minimum of thirty-five (35) hours.

C. In reviewing requests for compensation of hours in excess of forty (40) hours in a one-week pay period as provided above, the Police Chief shall not approve such request if the average number of hours per pay period, including regular hours, travel time, and instructional time, for two or more pay periods affected by the training will not exceed forty (40) hours.

D. The actual time designated as meal period during training shall not be counted as hours worked.

E. Study time necessitated by an officer's attendance at training shall not be counted as hours worked.

3. For training day(s) (including in-service or range training) within the city or Oxford Township, normal compensation rules apply. Officers shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Officers working in excess of their normal hours on this type of training day shall be entitled to overtime.

ARTICLE XV
Grievance Procedure

1. Scope of Grievance Procedure.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances in the Oxford Police Department. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written agreement. The following matters shall not constitute a grievance under the provisions of this procedure:

- A. The interpretation, application or enforcement of Federal or State Law; or the City Charter, an ordinance, personnel policy or departmental regulation.
- B. Unsafe or unhealthy working conditions.
- C. Arbitrary, unreasonable, or inconsistent working conditions.

2. Representation, Class Grievances.

A grievance may be brought under this procedure by one or more grieving officers. The grieving officer may, at Steps 1 and 2 below, bring a grievance representative. The representative selected by the grieving officer(s) may consist of any of the following persons:

- A. An official of the Fraternal Order of Police.
- B. A delegate of the Fraternal Order of Police.
- C. An attorney of the grieving officer's choice.
- D. Any other person of the grieving officer's choice.

Any grievance brought by one or more officers that affects all officers shall be submitted directly to the Chief at Step One.

3. Time Limitations.

The grieving officer shall bring the grievance to his/her immediate supervisor at Step One below, within two (2) working days of its occurrence; or if at the time the officer is unaware of the grievance, within two (2) working days of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every step, shall not be considered timely and shall be void. The City's failure to respond to a grievance within the specified time limits shall automatically forward the grievance to the next higher step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limit extensions beyond those stipulated in this agreement may be established by mutual agreement of the parties concerned.

For purposes of grievance filing times, immediate supervisor shall mean the highest ranking officer who is working at the time the grievance is filed. In the event that a grievance is filed with a lieutenant, a sergeant or officer of lesser rank under this section, the lieutenant, sergeant or such officer shall transmit the grievance to the Chief of Police or, in the absence of the Chief, to the day shift lieutenant to be processed pursuant to Step One below. The Chief of Police shall have five (5) days after his/her receipt of the grievance to rule in accordance with Step One below.

4. Steps.

Step One. The grieving officer shall submit the grievance in writing on a form provided by the City (see Appendix D) to the Chief of Police within two (2) working days as outlined above. The written grievance at this step and all steps thereafter, shall contain the following information: (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the grieving officer. The Chief of Police shall meet with the grieving officer(s) within five working days of the Chief's actual receipt of the written grievance. The Chief of Police shall respond in writing to this grievance within five (5) working days of said meeting. The written response at this Step, and management responses at all steps thereafter, shall contain the following information: (1) an analysis of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; and (4) the signature of the appropriate management representative. The Chief of Police shall retain one copy of the grievance and disposition and forward one copy to the City Manager and one copy to the grieving officer.

Step Two. Should the grieving officer not be satisfied with the response he or she received in Step One within three (3) working days after his/her receipt thereof, the grieving officer may submit the written statement of the grievance prepared for Step One to the City Manager and request a meeting with the City Manager. Upon receipt of the grievance, the City Manager will schedule a meeting to be held within twenty (20) working days of his/her receipt of the request. Upon completion of such meeting, the City Manager shall determine whether the Step One response is consistent with this agreement. The City Manager shall render his/her decision thereon in writing within twenty (20) working days after his/her meeting with the grieving officer. If the City Manager does not render a decision in writing within twenty (20) working days as required and the cost to the City for the remedy or adjustment sought is less than one hundred dollars (\$100.00), the grievance will be considered decided in favor of the grieving officer. Such a default will not be binding on either party as to future grievances.

Step Three. This provision for binding arbitration shall be in lieu of any other recourse, including court action, and neither the City nor the FOP Lodge 38 nor any member thereof shall be entitled to file any court action relative to a grievance and binding arbitration is mandatory, subject to the approval of FOP Lodge 38, and any right to court action is expressly waived. However, arbitration awards and/or decisions are subject to court action.

If the grievance is not settled at Step Two, the matter shall be submitted to binding arbitration or the Manager's decision shall become final. A request for arbitration shall be made by either party to the other within ten (10) working days following the decision of the City Manager.

If the parties fail to agree on an arbitrator, the parties shall jointly contact the Arbitration and Mediation Service of Cincinnati, Ohio within ten (10) working days after the request to obtain a list of seven (7) arbitrators who maintain offices within 125 miles of Oxford, Ohio from which the parties shall select within ten (10) working days after receipt of the list, by the method of ranking and striking names off the list, an arbitrator. The arbitrator shall have no power to add to or subtract from any terms of this agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The costs and expenses of the arbitration shall be paid equally by the City and FOP Lodge 38. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

No individual member of FOP Lodge 38 shall have the right to invoke the arbitration procedure without the consent of FOP Lodge 38 and if such consent is refused, the member shall have no further recourse to, or against, FOP Lodge 38 or the City.

ARTICLE XVI Special Duty Employments

Police officers may work for private employers during off-duty hours while wearing City of Oxford uniforms and using City supplied equipment provided permission has been obtained from the Police Chief. Hours worked for private employers during off-duty hours shall not be included in determining eligibility for overtime pay or any other City benefits, rights, or privileges. A procedure developed by FOP Lodge 38, and approved by the Police Chief will be used for handling requests from private employers for off-duty employment opportunities.

1. Private employers requesting off-duty police officers for special duty employments will pay an officer \$35.00 per hour with a three hour minimum, or such rate as may be established from time to time by the Police Officers, with the approval of the Police Chief.
2. The administration of this procedure will be handled through FOP Lodge 38. An officer will be notified of his assignment to an off-duty employment on a form provided by the FOP and all other details will be the responsibility of FOP Lodge 38.
3. The police officers agree to lieutenants and sergeants participating with them in special duty employment and the procedure and methods adopted shall be consistent with this purpose.
4. An officer who is called out from a special duty assignment shall have the right to submit a written request to the Police Chief for a written explanation and justification of that decision.

ARTICLE XVII Professional Liability Insurance

The City will provide, at no cost to the police, professional liability insurance equivalent to the City's current plan, provided that such a policy is readily available to Ohio municipalities at a reasonable price. Such a policy shall only be obtained from an insurance company authorized to do business in the State of Ohio.

ARTICLE XVIII
Investigation of Officers

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police officers and, pursuant to the Charter, to investigate complaints or charges made by officials, officers or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of police officers at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which, and to the extent provided by law, only the City Manager, Chief of Police, Law Director, or the police officer investigated will have access for a period of two years. Final results of such investigation shall also be made available to the Complainant. After such two-year period, the reports will be destroyed, consistent with existing laws. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

2. Any time any individual, including but not limited to, a member of the general public, or an employee, agent or officer of the City of Oxford, makes a complaint about a police officer, said complaint shall be in writing, signed by the individual making the complaint, before a notary public or other person authorized by law to administer oaths. The form for the complaint shall specifically inform the individual making the complaint that he or she shall be subject to the penalties provided in Section 2921.13 for Falsification. Said complaint shall be forwarded to the Chief of Police who shall, if necessary, undertake an investigation. Said investigation shall proceed by the Chief of Police appointing an officer or officers or other agents as the City deems necessary. Any officer being investigated, before he is required to answer any questions or make any response in writing, shall be allowed to examine a copy of the complaint and to consult with a representative of his choosing. No disciplinary action will be taken based on charges not included in the written complaint. At the end of said investigation the Chief of Police shall issue a written report concerning the findings of the investigation, and give a copy of said report to the officer.

3. No officer ordered to investigate another officer shall be disciplined for the conduct of that investigation absent fraud or intentional misconduct by the investigating officer. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police officers. Internal investigations will be undertaken to inquire into any alleged misconduct of police officers at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which only the City Manager, Chief of Police, Law Director, or the police officer investigated will have access for a period of two years. After such two-year period, the reports will be destroyed, consistent with existing law. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

4. The parties are agreed that during the term of this Agreement the above three paragraphs will be submitted to the parties' Labor Management Committee for the purpose of study and refinement consistent with the study and recommendation of the International Association of the Chiefs of Police submitted to the City of Oxford titled *Policing Oxford in the Twenty First Century*.

ARTICLE XIX Labor Management Committee

In the interest of furthering harmonious relations, a joint committee of not more than six (6) members, half from management and half from the police officers, will convene at least once every six (6) months, but not more than once per month, for purposes of discussing work related issues. Management members shall be selected by management and police members shall be selected by the police officers. 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 a request for such meeting is made.

Such meetings shall be advisory, discretionary, non-binding, and not subject to the provisions of the grievance procedure. An agenda of items for discussion will be submitted at the time the conference is requested. Additional matters may be introduced by either side during such meetings. Either party may terminate a meeting at any time.

Police officers in attendance at such meetings will not be paid for time so spent, but insofar as possible meetings will be scheduled when designated police representatives are not on duty.

ARTICLE XX Miscellaneous Provisions

1. **Off-Duty Employment.** An officer may request to engage in off-duty employment by submitting a written request to the Chief of Police in person prior to engaging in such employment. Failure of the Chief to respond within five working days of, but excluding, the date received will constitute approval of the request. Denial of such a request shall be subject to the contract grievance procedure.

2. **Residence.** All officers shall reside within a twenty (20) mile radius of the Oxford Police Headquarters. This limitation shall not preclude any residence within Butler County, Ohio. For purposes of encouraging employees to reside within the corporate limits of Oxford, Ohio, the City, with the agreement of the Union, may offer financial incentives such as a daycare subsidy, free parking, and a free recreation program admittance to employees who relocate or reside within the corporate limits of the City of Oxford.

3. **Quotas.** The City agrees not to adopt a quota system. This provision in no way restricts the City's right to evaluate the productivity of police officers.

4. **Tuition.** The City will reimburse a police officer for fifty percent (50%) of the actual costs of required books, tuition and course-related fees provided the officer receives a final grade of no less than "B" or "Pass" in a course graded only on a "Pass-Fail" basis. An officer who

receives a final grade of "A" will receive full reimbursement for books, tuition and course related materials. If funds are completely depleted, the City will place one thousand dollars (\$1,000.00) in a fund for each contract year. The City will issue such reimbursement within fourteen (14) calendar days of receipt of proof of grade and itemized receipts for required books, tuition and fees. All courses must be approved in advance, in writing, by the City Manager. Only job related course work and major fields of study may receive this benefit.

5. **Weapon and Badge.** Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring police officer his/her duty weapon and two uniform badges.

6. **Light Duty.** In the sole discretion of the Chief of Police, an officer whose physical/medical condition prevents him/her from performing his/her normal work assignments may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.

7. **Assignments.** To be eligible for assignment as a juvenile officer or detective, a police officer must meet the eligibility requirements for the promotional exam to the rank of sergeant and must have achieved an average or above average overall rating on his/her most recent performance evaluation. The Chief shall make these assignments in his sole discretion.

8. **Discipline Review Committee.** The City recognizes the right of the F.O.P. Lodge #38 to create a Discipline Review Committee. Whenever F.O.P. Lodge #38 feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined officer's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined officer, agrees to provide to such a committee of three (3) peers (one bargaining unit member selected by the FOP President, one selected by the Chief and the remaining member to be selected by the first two members of the peer review committee) access to the investigative file used as a basis for the disciplinary action. After reviewing the file, the committee shall issue its comments in a report to the Chief of Police and City Manager. Meetings of such committees and the preparation of such reports shall be conducted during off-duty time of the officers participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any officer at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined officer's rights to due process either under this contract or any other applicable laws, rules or regulations.

9. **FMLA and ADA.** Nothing in this Agreement will be used or construed to prevent or inhibit the Employer from complying with the provisions of the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA).

10. After two years, a written reprimand shall be of no force and effect for purposes of discipline, provided no intervening discipline has occurred. Such documentation will be removed from the personnel file in accordance with law.

ARTICLE XXI
Term of Agreement

This agreement shall commence January 1, 2011, and shall continue in full force and effect until December 31, 2013, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other in accordance with applicable provisions of the Ohio Revised Code that a party desires to renegotiate this agreement.

ARTICLE XXII
Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this agreement to members of the bargaining unit individually or collectively.

ARTICLE XXIII
No Strike

Neither the Fraternal Order of Police nor any member of the bargaining unit included in this contract shall take part in, cause, or aid in any strike, slowdown, picketing or any other interference with the operations of the City during the term of this agreement. "Strike" means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this section, in accordance with Civil Service rules and regulations.

If there is any violation of this section, the Fraternal Order of Police together with its officers and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately.

ARTICLE XXIV
Modification

The provisions of this agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the City and the Police for the term of this agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this agreement unless the City and the Police mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

Should any provision of the agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives.

Fraternal Order of Police,
Lodge 38

City of Oxford

President

City Manager

Secretary

Law Director

Labor Representative

Labor Representative

Original on file City of Oxford HR Department

APPENDIX A
WAGE SCHEDULE

Officers will be paid biweekly in accordance with the following schedule:

ALL PATROL OFFICERS WITH 36 MONTHS SERVICE IN POSITION

Patrol Officer wages will increase as follows: 0% effective 2011; 2% effective January 1, 2012; and 2% effective January 1, 2013.

<u>Contract Year</u>	<u>Salary</u>
January 1, 2011 to December 31, 2011	\$58,311
January 1, 2012 to December 31, 2012	\$59,477
January 1, 2013 to December 31, 2013	\$60,667

ALL PATROL OFFICERS WITH LESS THAN 36 MONTHS SERVICE DURING CONTRACT

Starting Salary	85% of applicable rate above
With 6 Mos. Service	87.5% of applicable rate above
With 12 Mos. Service	90% of applicable rate above
With 18 Mos. Service	92.5% of applicable rate above
With 24 Mos. Service	95% of applicable rate above
With 30 Mos. Service	97.5% of applicable rate above
With 36 Mos. Service	100% of applicable rate above

P.F.D.P.F. "PICK-UP" PLAN

During the term of the contract, the City and the Police Officers will maintain the I.R.S. approved "pick-up" plan to exclude employee pension fund contributions from taxable income.

MERIT PAY

If the City maintains a merit pay plan for other City employees after January 1, 2002, Police Officers will be eligible for merit pay raises recommended by the Police Chief and approved by the City Managers. If, for economic reasons, merit pay increases are not given or available to other City employees, Police Officers will not be eligible for merit raises during this same period of time. Performance standards for merit pay purposes may be recommended by the Labor Management Committee to the Police Chief. Merit pay issues are not subject to the grievance or arbitration procedures of this Agreement.

SHIFT DIFFERENTIAL

During the period of the contract, Police Officers working 1700 to 0700 hours will receive shift differential pay in the amount of 50 cents per hour. Commencing January 1, 2003 the

permanently assigned detective shall be paid the shift differential of two hundred and thirty dollars (\$230.00) rolled into his base pay.

APPENDIX B
REQUEST FOR PERMISSION TO TRADE
SHIFT ASSIGNMENTS BETWEEN OFFICERS

The undersigned officers hereby request written permission and authorization to trade shift assignments as set forth below with the express understanding that no overtime will accrue to either officer as a result of said trade of assignments. In order to induce the City to authorize this request, each of the undersigned officers hereby expressly waives any right to overtime as a result of said shift trade and understands that each officer will be paid on the same basis as he or she would have been paid had his or her regular shift been worked. We understand, and consent to, the payrolls being calculated and paid just as if no shift trade had taken place.

Officer #1, _____, (Name) desires to work from _____ (Time) to _____ on _____ (Time) (Date) for Officer #2	Officer #2, _____, (Name) desires to work from _____ (Time) to _____ on _____ (Time) (Date) for Officer #1.
--	---

SO AGREED AND REQUESTED BY:

Signature - Officer #1

Signature - Officer #2

The above shift assignment trade is hereby:

_____ Authorized and approved _____ Not authorized and disapproved

Scheduling Officer

APPENDIX C
PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from his or her payroll checks such sums as are requested by the President and the Secretary of F.O.P. Lodge #38 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge #38 from the undersigned. This authorization shall be effective from January 1, 2011, and shall continue in full force and effect until December 31, 2013, and once signed and submitted to the City of Oxford by the undersigned shall be irrevocable. The undersigned further agrees that the City may deduct the amount or amounts requested by F.O.P. Lodge #38 and may make said deductions in the time and manner requested by F.O.P. Lodge #38 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge #38. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Police Officers and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge #38.

Signature of Police Officer

Dated:_____

APPENDIX D
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE: _____

PERTINENT FACTS: _____

REMEDY OR ADJUSTMENT SOUGHT: _____

Signature of Grieving Officer: _____

Date of Step One Submittal: _____

Date of Step Two Submittal: _____

(Note: Step Two Submittal must include Step One Response.)

Date of Step Three Submittal: _____

(Note: Step Three Submittal must include official consent to arbitrate signed by appropriate officials of FOP Lodge 38.)

If additional space is necessary, please attach additional sheets.

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