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AGREEMENT

BY AND BETWEEN

THE CITY OF NORTH COLLEGE HILL

AND



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Sergeants, Police Specialist, Police Officers and Patrol Clerk

EXPIRES: March 31, 2014

TABLE OF CONTENTS

PREAMBLE1

ARTICLE 1 – FOP-OLCI RECOGNITION1

ARTICLE 2 – FOP-OLCI MEMBERSHIP1

ARTICLE 3 – NO STRIKE.....2

ARTICLE 4 – MANAGEMENT RIGHTS2

ARTICLE 5 – GRIEVANCE PROCEDURE.....3

ARTICLE 6 – FOP-OLCI ASSOCIATE5

ARTICLE 7 – PROBATIONARY PERIOD.....5

ARTICLE 8 – PROMOTIONS6

ARTICLE 9 – PERSONNEL EVALUATIONS AND FILES6

ARTICLE 10 – ALLOWANCES7

ARTICLE 11 – LEAVES11

ARTICLE 12 – DEATH BENEFITS15

ARTICLE 13 – INSURANCE.....16

ARTICLE 14 – ADMINISTRATION AND INTERPRETATION17

ARTICLE 15 – WAGES18

ARTICLE 16 – WORK HOURS AND OVERTIME19

ARTICLE 17 – COURT DUTY21

ARTICLE 18 – LABOR/MANAGEMENT MEETINGS.....21

ARTICLE 19 – NON-DISCRIMINATION22

ARTICLE 20 – RETIREMENT BENEFIT.....22

ARTICLE 21 – OFF DUTY DETAILS23

ARTICLE 22 – COMPLAINTS24

ARTICLE 23 – DISCIPLINE, DISCHARGE AND APPEAL25

ARTICLE 24 – SENIORITY AND LAYOFF26

ARTICLE 25 – COMPLETE AGREEMENT.....28

ARTICLE 26 – DURATION.....28

APPENDIX A – WAGE SCALES AND RATES OF PAY - OFFICER.....29

APPENDIX A – WAGE SCALES AND RATES OF PAY - SPECIALIST30

APPENDIX A – WAGE SCALES AND RATES OF PAY - SERGEANT31

APPENDIX A – WAGE SCALES AND RATES OF PAY - CLERK.....32

APPENDIX B – SENIORITY LIST33

APPENDIX C – UNIFORM ISSUE34

PREAMBLE

This Agreement is hereby made and entered into by and between the City of North College Hill, hereinafter referred to as the “Employer” or the “City”, and the Fraternal Order of Police — Ohio Labor Council, Inc., hereinafter referred to as the “FOP-OLCI”, as the exclusive representative for full time Police Sergeants, Police Specialist, Police Officers and Civilian Police Employees, hereinafter collectively referred to as “Employee(s)” and/or “Bargaining Unit(s)”.

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement specifying rates of pay, hours of work and conditions of employment, the following is hereby agreed to:

ARTICLE 1 — FOP-OLCI RECOGNITION

Section 1.1: The Employer hereby recognizes the FOP-OLCI, during the entire term of this Agreement, as the exclusive, elected representative and collective bargaining agent with respect to wages, benefits, and other terms and conditions of employment for the following classification of full time employees: Police Sergeants, Police Specialist, Police Officers and Civilian Police employees.

ARTICLE 2 — FOP-OLCI MEMBERSHIP

Section 2.1: Pursuant to Section 4117 of the Ohio Revised Code, the Employer agrees to deduct FOP-OLCI membership dues, in the amount certified by the FOP-OLCI to the Employer, from the pay of any FOP-OLCI member requesting such deduction. The Employer shall promptly remit these deductions to the FOP-OLCI.

Section 2.2: Members who choose not to sign a membership card or who revoke their membership in the FOP-OLCI shall have the fair share fee deducted from their pay, and the Employer shall promptly remit those deductions to the FOP-OLCI. The fair share fee is strictly to finance the cost of the collective bargaining process and will not be used to finance any political or ideological activity.

Section 2.3: The Employer shall not be required to make dues deduction from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to FOP/OLCI dues.

Section 2.4: The Employer shall not be liable to the FOP-OLCI for the remittance or payment of any sum other than that constituting actual deductions made from the wages of employees for membership dues. The FOP-OLCI shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including, by way of example and not limitation, the cost of any judgment against the Employer and the reasonable value of any attorney fees incurred, that may arise as a result of action taken or not taken by the Employer for

the purpose of complying with any provision of this Article.

ARTICLE 3 — NO STRIKE

Section 3.1: During the life of this Agreement, or any extension thereof, the FOP-OLCI, on behalf of the employees comprising the Bargaining Units, agrees that there shall be no strike (Including sympathy, unfair labor practice or economic strike), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere with the operation of the City. Any employee who is absent from work, without permission, on the day or dates when a strike occurs shall be presumed to have engaged in a strike on such date or dates.

Section 3.2: In the event that any employee covered hereunder engages in any violation of Article 3, Section 3.1 above, the FOP-OLCI shall, upon notification by the City, immediately order the employee(s) to resume normal work activities and shall publicly denounce any violation of this Article. The FOP-OLCI, its officers, agents, representatives, members and all other employees covered by this Agreement, shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

Section 3.3: Any strike or other prohibited activity of the employees, entered into or called for by the FOP-OLCI, shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 3.4: The City shall have the right to impose discipline, up to and including the discharge of any employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

ARTICLE 4 — MANAGEMENT RIGHTS

Section 4.1: The FOP-OLCI recognizes the City's exclusive right to manage its affairs and that the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the ordinances of the City of North College Hill and the laws and constitution of State of Ohio and the United States. Further, all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing. The right and responsibility to:

- A. Conduct and grade Civil Service examinations, rate candidates, establish eligibility lists from those examinations and make original appointments from the eligibility lists, as per State of Ohio Law.
- B. 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 public employer, standards of service, its overall budget, utilization of technology and organizational structure.

- C. Direct, supervise, evaluate or hire employees.
- D. Maintain and improve the efficiency and effectiveness of governmental operations.
- E. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- F. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees as per State of Ohio law.
- G. Determine the adequacy of the work force.
- H. Determine the overall mission of the Employer as a unit of government.
- I. Effectively manage the work force.
- J. Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 5 — GRIEVANCE PROCEDURE

Section 5.1: ***Definition:*** A grievance is a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the expressed terms of the Agreement, unless otherwise specially excluded.

Section 5.2: ***Employee Rights:*** In all grievance proceedings, the employee may represent themselves and/or be represented by another member of the FOP-OLCI. The employee may also obtain legal counsel at their own expense.

Section 5.3: ***Employer Rights:*** In all grievance proceedings, the City Administrator or the Police Chief may be represented by the Law Director and/or another representative of their choice.

Section 5.4: ***Grievance Form:*** Written grievances shall be submitted only on a departmentally approved grievance form and shall include the following information:

- A. A statement of the grievance and the facts involved;
- B. The Article and Section of the Agreement allegedly violated;
- C. The remedy requested; and
- D. The signature of the grievant and/or their representative.

Section 5.5: ***Grievance Steps:*** Grievances shall be resolved in the following manner and order:

- A. ***Step 1:*** The grievant(s) or their representative shall present the facts, in writing, to the Police Chief within thirty (30) days of the date of the occurrence of the

incident bringing about the grievance. The Police Chief shall respond, in writing to the grievant(s) within seven (7) calendar days after receipt of said grievance.

- B. **Step 2:** If the grievance is not resolved in Step 1, the grievant(s) or their representative may present the written grievance to the City Administrator within fourteen (14) calendar days from the written response of the Police Chief. The City Administrator shall respond in writing to the grievant(s) within fourteen (14) calendar days after receipt of the grievance.
- C. **Step 3:** If the grievance is not satisfactorily resolved in Step 2, the FOP/OLCI may appeal the decision of the City Administrator, within seven (7) days of such decision, and request to proceed to arbitration. An arbitrator, acceptable to both parties, shall be appointed as follows:

The parties shall send a joint request to the Arbitration and Mediation Service (AMS) for a list containing the names of seven (7) arbitrators. Upon receipt of the list and beginning with the FOP/OLCI, the parties shall alternately strike the names of the arbitrators until only one (1) remains.

If the FOP/OLCI, in its sole discretion, is dissatisfied with AMS after two (2) lists are received during the life of the contract, the FOP/OLCI may substitute the American Arbitration Association (AAA) for AMS at Step 4 and the same process for selecting an arbitrator will be used with AAA as was used with AMS with the following addition:

Each party may decide to not strike any names from one list of arbitrators provided by the AAA. The party must strike from the second list provided by AAA, unless the other party chooses to exercise its single strike on the second list, in which case a third list would be provided by the AAA.

An arbitrator will be selected within thirty (30) days of receipt of the list.

The decision of the arbitrator shall be binding and final on both parties.

The cost of the arbitrator shall be divided equally between the City and the FOP/OLCI. Any expense(s) for expert witness(es) shall be paid by the party producing them.

Both the City and the FOP/OLCI have the right to tape record any of these proceedings if the requesting party provides a copy to the other party, on request, and at the other party's expense.

Section 5.6: If an employee or the FOP-OLCI fails to comply with the time limits set forth herein, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or made the basis for any action under this Agreement or otherwise. If the City fails to respond within the time limits specified, the grievance will automatically proceed to the next step.

Section 5.7: An appeal may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. Where one or more appeals involve a similar issue, those appeals may be withdrawn, without prejudice, pending the disposition of the appeal of a representative case. In such event, withdrawal without prejudice shall not affect financial liability.

Section 5.8: Any payment due an employee as a result of the settlement of a grievance shall be paid within 30 days.

ARTICLE 6 — FOP-OLCI ASSOCIATE

Section 6.1: The Employer recognizes the right of the employees covered by this Agreement to elect one (1) associate and one (1) alternate from the FOP-OLCI membership. The authority of the associate and alternate, so elected by the FOP-OLCI, shall be limited to and not exceed the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's supervisor and the City Administrator in accordance with the provisions of this Agreement.
- B. The transmission of such messages and information, which:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Employer's business.
 - 3. Will be permitted reasonable access to office equipment such as computers, printers and fax machines which are owned by the City to type, store, print, transmit and prepare work product used solely for the purpose of investigations and preparation of grievances. Reasonable access shall not be abused.

Section 6.2: The employee's associate have no authority to take, encourage or tolerate any strike action, or other action prohibited under Article 3 of this Agreement interrupting the employer's business.

Section 6.3: The employee's associate shall tend to the administration of this Agreement on a no loss no gain basis.

ARTICLE 7 — PROBATIONARY PERIOD

Section 7.1: All newly hired employees, those employees rehired after an absence of one (1) year and those employees promoted in rank shall serve a probationary period of twelve (12) months.

Section 7.2: Upon successful completion of the probationary period, the employee shall be granted non-probationary status.

Section 7.3: A newly hired, probationary employee whose service has been determined unsatisfactory, may have their probationary period extended or be dismissed. An employee, following promotion, whose probationary service has been determined unsatisfactory, may have their probationary period extended or be demoted to the next lowest rank, if available. Probationary decisions are not grievable.

ARTICLE 8 — PROMOTIONS

Section 8.1: When an employee is promoted to a position of a higher rank, their new salary shall be determined by the established pay steps within that rank. Any regular full-time Police Department employee, holding a position in Pay Grade III (3), shall, upon promotion to a higher rank, be placed in Pay Grade II (2) of the higher rank for the duration of their probationary period. Upon successful completion of the probationary period, the employee shall be placed in Pay Grade III (3) of the rank.

ARTICLE 9 PERSONNEL EVALUATIONS AND FILES

Section 9.1: Personnel files will be maintained and stored in a secure location by the Police Chief.

Section 9.2: Personnel evaluations will be made annually on non-probationary employees by the Sergeants and the Police Chief, and the Police Chief shall make the final, comprehensive evaluation. The evaluation shall be reviewed with each employee. A copy of the evaluation, signed by the employee and the Police Chief shall be entered into the employee's personnel file. A copy of the evaluation shall be given to the employee. Evaluations will be maintained in the employee's personnel file for a period not to exceed three (3) years. Probationary employees will be evaluated quarterly during their probationary period.

In the event an employee disagrees with the content of their evaluation, the employee shall discuss the evaluation with the sergeant who issued it. If the problem is not resolved at this level, the employee and the sergeant who issued the evaluation shall present their case to the Police Chief. The results of this meeting will be final and not subject to the grievance procedure.

In the event an employee receives an evaluation from the Police Chief, the employee shall discuss the evaluation with the Police Chief. If not resolved at this level, the employee and the Chief shall present their case to the City Administrator or his designee. The results of this meeting will be final and not subject to the grievance procedure.

Section 9.3: All entries and/or copies placed in an employee's file that pertain to allegations or charges against the employee, which are determined to be 'not sustained' or 'unfounded', or which result in an exoneration of the accused employee, shall immediately be removed from the

employee's file and a copy given to the employee. There shall be no further record of these documents contained within the employee's file.

Section 9.4: In the event that an allegation or a charge results in disciplinary action taken against an employee, the entries concerning the incident and the resulting disciplinary action shall be immediately removed from the employee's personnel file based on the following schedule:

1 Year Retention in Employee's Personnel File	2 Year Retention in Employee's Personnel File	3 Year Retention in Employee's Personnel File
Counseling and/or training of a non-punitive nature	Written warnings, if there has been no further discipline for the same offense	Suspensions, if there has been no further discipline for the same offense
Oral reprimands		

Prior discipline may be maintained in the employee's file to demonstrate that progressive discipline has occurred.

Section 9.5: An employee shall be allowed to examine their personnel file within a reasonable time after making a request to the Police Chief.

Section 9.6: Employees shall be informed of any additions and deletions of items in their personnel file, except for information provided by the employee for inclusion in the file and be given the opportunity to initial, sign, or attach a rebuttal to such entries.

Section 9.7: In the event that an incident should occur, an employee shall be granted twenty-four (24) hours to secure legal assistance and/or contact a representative of the FOP-OLCI, if desired by the employee, before any statements are made in reference to the incident that may affect the outcome of any disciplinary action or legal liability to the employee.

Section 9.8: In accordance with Section 149.43 of the Ohio Revised Code, the City shall not release any confidential law enforcement investigation records which may include information whose disclosure would endanger the life or physical safety of the employee and/or their family members. The employee will be advised of any requests for public records information prior to the City releasing any information.

ARTICLE 10 — ALLOWANCES

Section 10.1: Through December 31, 2011, a clothing allowance account amount to a maximum of nine hundred (\$900) dollars per year, will be held in escrow for each non-probationary, uniformed employee. Upon presentation of valid receipts to the City Administrator, an employee may be reimbursed by payouts from their escrow account. To qualify, receipts must indicate the purchases of employee uniforms and/or appurtenances or the professional cleaning, altering or repairing of said uniforms or appurtenances. As an alternative to this procedure, arrangements

may be made for suppliers to bill the City directly for such purchases. Each employee may spend up to two hundred dollars (\$200) of the nine hundred dollars (\$900) of the allowance on other than strictly uniform purchases. For the purpose of this Article, uniform items are those defined in the North College Hill Police Department Policy and Procedure manual, to include any amendments, deletions or changes. Uniform purchases will be considered to be the purchase of pants, shirts, shoes, vests, coats, ties, belts, leather or nylon goods, socks, gloves or hats. If the maximum of \$900 per uniformed employee per year is not reimbursed, any remaining money reverts to the City's General Fund. The City shall outfit all newly hired employees with uniforms and appurtenances and they shall not receive a first year clothing allowance. Non-uniformed Civilian employees are exempted from this allowance until such a time when the Employer requires them to wear a uniform.

Section 10.2: Uniform and Equipment:

- A. Effective January 1, 2012, the employer shall operate on a Quartermaster System for providing uniforms. The City shall equip all newly hired employees with the equipment described in Appendix C of this agreement.

The employer shall replace the initial issue of uniforms and equipment on an "as needed" basis as approved by the Chief or his designee. Uniforms or equipment that is worn out or otherwise reached the end of its useful function, is lost, stolen, destroyed or damaged in the line of duty and without neglect on the part of the employee shall be replaced by the employer without cost, or charge to the employee.

Employees shall request in writing to the Chief of Police or his designee for reimbursement or replacement for all uniforms and equipment under this section.

Effective January 1, 2012 the employer will maintain uniforms and equipment of employees hired prior to April 1, 2011 as if they had received the same initial uniform issue as those employees hired after April 1, 2011. The only exception to this would be those items on the new hire issue listed in Appendix C that the employee either has not been issued by the employer or purchased with clothing allowance prior to this date.

All uniforms and equipment provided by the employer to employees hired on or after April 1, 2011 remain the property of the employer.

All uniforms and equipment for employees hired prior to April 1, 2011 and provided on or after January 1, 2012 remain the property of the employer.

For the duration of the agreement, a clothing allowance account amount to a maximum of seven hundred (\$700) dollars per year, will be held in escrow for each non-probationary police specialist and any other officer assigned to investigations. Upon presentation of valid receipts to the City Administrator, an employee may be reimbursed by payouts from their escrow account.

If the detective schedule is changed, the City will have discussions with the FOP/OLC representatives on the portion of the detective clothing allowance to be paid. The City will then determine the amount, which is not subject to arbitration.

- B. Effective January 1, 2012, in each year of the agreement, the employer shall provide each employee who requests in writing to the Chief of Police or designee for reimbursement or replacement of the following items: Two long sleeve uniform shirts, two short sleeve uniform shirts, and two pairs of uniform pants as listed in Appendix C, one pair of Uniform Shoes/Boots up to a cost of \$150.00 including shipping if any. The employee shall bear any excess cost for the shoes/boots selected. These shoes/boots shall be for duty use only. However shoes/boots damaged in an on-duty incident shall be eligible for replacement.
- C. The employer shall provide each employee who requests in writing to the Chief of Police or designee for reimbursement or replacement of the following items on the following schedule:

Every Three Years	Every Five Years	Every Seven Years
single layer rain gear/coats every	multi layered rain coats or parkas	winter uniform coats or jackets
nylon duty belts and pouches	leather duty belts and pouches	

Uniforms or equipment that is worn out or otherwise reached the end of its useful function prior to this rotation, or is lost, stolen, destroyed or damaged in the line of duty and without neglect on the part of the employee shall be replaced by the employer without cost, or charge to the employee on an “as needed” basis as recommended by the Chief or his designee.

- D. **Discretionary/Miscellaneous Uniform purchases.** Effective January 1, 2012, the City shall reimburse sworn employees for equipment and other items that are not part of the new hire issue in Appendix C up to an amount not to exceed \$200.00. These items must be approved by the Chief of Police or his designee and shall include but are not limited to such things as Under Armour, thermal underwear, extreme cold weather gear (thick gloves, socks, hoods or facemasks, turtlenecks, dickies), dry cleaning, advanced radio earpieces or microphones not provided by the Employer, ammunition for off duty weapons that is not provided by the Employer, additional body armor carriers not provided by employer, duty knives and new technology items such as lighter, brighter flashlights, and other similar items not specified.
- E. **Termination of employment.** All uniforms and equipment provided by the employer to employees hired on or after April 1, 2011 remain the property of the employer and must be returned by the employee. All uniforms and equipment for

employees hired prior to April 1, 2011 and provided on or after January 1, 2012 remain the property of the employer and must be returned by the employee.

Section 10.3: Any legitimate expense allowance authorized by ordinance or established by City policy shall be in addition to the employee's regular salary and shall not be deducted from salary money payable.

Section 10.4: Employees traveling on official or City business should use a City-owned vehicle, when one is available, unless they choose to use their personal vehicle at their own expense. Employees required to use their personal vehicle for official City business or for City related travel, when approved by the City Administrator, shall be reimbursed at the current rate allowed by the IRS plus parking expenses incurred for which receipts are presented to the Finance Director.

Section 10.5: Employees who travel on official business or for taking professional training, approved by the City Administrator, shall be reimbursed for reasonable travel expenses, parking, lodging and meals. The City Administrator may establish a maximum reimbursement for travel expenses.

Section 10.6: Registration fees for conferences, seminars or other such programs deemed to be in the best interest of the City, when approved by the City Administrator, shall be paid by the City, either directly or by reimbursement to the employee. If other financial aid is unavailable, and if approved by the City Administrator in advance, an employee may be reimbursed for successfully completing other advanced training to upgrade the performance of their job duties and the image of municipal service.

Section 10.7: Employees who travel to or attend union-sponsored training courses for professional development purposes may be reimbursed by the City in an amount to be determined by the City Administrator. Reimbursement for Union related activities must be approved by the City Administrator at least ten (10) days in advance of the activity.

Section 10.8: When an employee supplies evidence that they have sustained damage to their personal property, department issued property or property that has been purchased with the officer's clothing allowance, while in the performance of their assigned duties and provided that such damage was not the result of willful misuse or negligence on their part, the Employer shall reimburse the employee for the cost of necessary repairs or replacement excluding normal wear and tear, up to a maximum of one hundred fifty dollars (\$150) per incident. The employee shall present the damaged property for inspection by the Employer prior to any repair or replacement. Repair or replacement shall be the option of the Employer.

Section 10.9: An employee, who receives prior approval from the City Administrator, may be reimbursed for college credit courses at an accredited university with the rate of reimbursement being one hundred percent (100%) for a final grade of "A"; ninety percent (90%) for a final grade of "B"; and eighty percent (80%) for a final grade of "C." Reimbursement will be made upon presentation of receipts for class fees and a final grade report for the course(s) attended. The City Administrator may choose to approve certain college credit courses and disapprove other courses based on whether the course would benefit the City.

Section 10.10: Effective January 1, 2011, or earlier if the City’s budget permits, the City agrees to replace each employee’s body armor no later than every five (5) years or prior to the expiration of the manufacturer’s warranty, whichever occurs first, and to pay 100 percent of the replacement cost, not to exceed a final cost to the City of \$675.

The employee must notify the Chief-of-Police at least 90 days in advance of the expiration of the manufacturer’s warranty. The type of new body armor must be approved by the Chief-of-Police before the purchase is finalized. If the employee provides late notice, the body armor will be provided as soon thereafter as possible.

Section 10.11: The City will provide prescription eyewear inserts for gas masks as soon as possible after date of hire. The individual officer shall maintain and where necessary upgrade the prescription eyewear insert through the use of the officer’s uniform allowance.

ARTICLE 11 — LEAVES

Section 11.1: *Jury Duty/Public Service:* Leave for jury duty and public service, where such are in the best interest of both the public and the employee, may be approved by the City Administrator with full pay, less any compensation the employee receives for the performance of such duty or service, provided the employee promptly returns to work when excused, temporarily or permanently, from jury duty or public service.

Section 11.2: *Vacations:* Employees shall be eligible to receive paid vacations on the following basis:

A. ***Eligibility:***

LENGTH OF CONTINUOUS SERVICE	VACATION TIME ALLOTTED
1 to 5 Years	80 Hours
6 to 10 Years	120 Hours
11 to 15 Years	160 Hours
16 Years or More	200 Hours

B. ***Scheduling:*** Vacations shall be scheduled by the Police Chief, under such rules and regulations as prescribed, so that the efficiency and economy of City Government will not be impaired. In the event an employee is unable to provide the prescribed notice, the request off will be granted, if coverage for an employee requesting the vacation can be obtained without the occurrence of overtime and the efficiency and economy of City Government will not be impaired. An employee shall be entitled to carry forward a maximum of five (5) days of unused vacation, from one year into the next year. This shall mean that at any time, no more than five (5) vacation days can be carried forward into a succeeding year. Any other unused vacation days at the end of the calendar year will be lost by the

employee. In the event an employee is hospitalized while on vacation, for any reason, their status will be changed to sick leave at once.

Section 11.3: Holidays: The following holidays shall be paid holidays for employees:

New Year's Day	Martin Luther King	President's Day	Police Officer's Memorial Day	Memorial Day
Independence Day	Labor Day	Veteran's Day	Thanksgiving Day	Christmas Day

Employees working on New Year's Day, Independence Day, Thanksgiving or Christmas will receive time and one half hours pay for each hour worked.

Section 11.4: An employee shall be entitled to take an unlimited number of consecutive days off (combining vacation days, scheduled days off, holidays, compensatory time and personal days) as long as the efficiency and economy of the City Government will not be impaired, or the time off will not unduly disrupt the operation of the Police Department. The approval to take time off shall be scheduled and authorized by the Police Chief.

Section 11.5: Sick Leave: Employees shall be eligible to receive sick leave at the rate of 4.615 hours for each 14 day period, up to a maximum accrual of 120 hours in any calendar year. Earned sick leave may be used for absences due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, an illness, injury, or death in the employee's immediate family. An employees immediate family is defined as a mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person who stands in the place of a parent and lives in the same household as the employee. Where sick leave is used for an employee's immediate family, attention by the employee to his or her immediate family member must be reasonably necessary. The City reserves the right to demand proof of illness in any instance when pay is granted because of an absence due to illness. New employees, who have no accumulated sick leave, shall be granted sixty-four (64) hours of advance sick leave. After six (6) months of continuous employment with the City, such employees may begin to accumulate additional sick leave at the normal rate 4.615 hours for each fourteen (14) day period). No sick leave may be granted to an employee upon or after their retirement or termination of employment. Sick leave will be accumulated from year to year with no limit.

Section 11.6: Personal Day: An employee who does not use any of their sick leave in any period consisting of one (1) year, shall be granted one (1) day of extra time off (personal day) for each one (1) year period. Each one (1) year period begins with the first day following the last incident of sick leave usage and ends three hundred sixty-five (365) calendar days later. Personal days must be used within one (1) year of the date earned or they shall otherwise be paid. Employees must be in work status to receive credit toward the earning of personal days. Periods of injury leave and leaves of absence do not count. Compensatory time shall be scheduled at the discretion of the Police Chief.

Section 11.7: Terminal Leave: Each full time employee of the Police Department hired on or before March 31, 2011, upon notification to the Police Chief on such form(s) as the Department

Head prescribes, of their intention to retire from City service, shall be entitled to a terminal leave of absence equal to their accumulative sick leave balance, up to one thousand four hundred and forty (1,440) hours. Any such employee may elect to receive one or more payments under this section, however, the aggregate value of accrued but unused sick leave credit that is paid to an employee shall not exceed, for all payments, the value of 1,440 hours of accrued but unused sick leave.

Employees hired on or after April 1, 2011 who retire from City service shall be entitled to a terminal leave of absence equal to one-quarter of their cumulative sick leave balance up to one thousand four hundred forty (1,440) hours which is up to three hundred sixty (360) hours of pay.

The transfer of an employee's sick leave credit to some other agency is provided for under Section 124.38 of the Ohio Revised Code and is without limitation. If the employee elects to take terminal leave they may do so only after submission of notice of intent to retire and prior to the effective date thereof. "Retirement", as used in this Section, means disability or regular service retirement under the Police and Fire Disability and Pension Fund or the Public Employee's Retirement system —whichever is applicable. In addition to the payment for accumulated sick leave, a full time employee of the Police Department retiring from City service may elect to receive payment for any accrued but unused vacation days rather than take time off prior to retirement. An electing employee shall receive the vacation payment as part of their final paycheck from the City. Vacation days will be computed at a rate of 8 hours per day for the purpose of terminal leave only.

Section 11.8: *Injury-in-the-Line-of-Duty Leave:* The City will provide benefits supplemental to those provided by the Ohio Workers' Compensation Law, if one of the following criteria for injured-in-the-line-of-duty pay is met:

- A. An employee sustains an injury while in pursuit of an offender on foot or in a vehicle.
- B. An employee sustains an injury as a result of an assault by any person while performing their official duties.
- C. An employee sustains an injury while directing traffic, administering aid, or investigating any vehicle accident.
- D. If an employee sustains an injury in the line of duty, in a manner other than described above, for which the employee believes that they are legitimately entitled to injury-in-the-line-of-duty leave, that employee shall present the facts and any supporting documentation to the City Administrator for review after the Police Chief has reviewed the matter. The City Administrator shall convey to City Council a recommendation that this Section be extended or not extended, on an exceptional basis, to cover the particular injury suffered by the employee. The decision of City Council shall be final.

Furthermore, an employee disabled in the performance of their duty shall, on recommendation of the City Administrator, be entitled to their base salary after the injured employee has been unable

to perform any duties in the police service.

The City shall consider the medical judgment of the employee's treating physician, concerning the injured employee's ability to work either regular or special duties (as determined by the City). The injured employee shall advise the treating physician to issue the City Administrator a written report fully describing the nature and extent of the employee's injury, affect of the injury on the employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The employee shall authorize the treating physician to release information to the City Administrator regarding the employee's injury and the physician's examination and findings pursuant thereto, including answering pertinent questions of the City Administrator.

If the City and the treating physician disagree concerning an injured-in-the-line-of-duty pay case, the City may, at no expense to the employee, send them to a physician of the City's choice for an examination, evaluation and recommendation. Said physician shall act as the City's physician. The medical decision rendered by the employee's treating physician shall govern an injured-in-the-line-of-duty pay determination unless:

- a. The treating physician changes their diagnosis or prognosis after being contacted by the City or consulted by the City's physician.
- b. The City's physician offers a different diagnosis and/or prognosis than the treating physician.

If the injured employee disagrees with the decision rendered in accordance with Subsections "a" and "b" (above), the employee may request a third physician's opinion. The employee's treating physician and the City's physician shall select the third physician. The opinion of the third physician shall be binding on both the City and the employee. The employee and the City shall share the cost of the third physician equally.

Injured-in-the-line-of-duty leave shall be coded separately on the payroll attendance record. No time shall be deducted from the employee's sick leave balance while they are receiving pay for an injured-in-the-line-of-duty leave. An employee shall receive credit for vacation, holiday and sick leave during their injured-in-the-line-of-duty leave period. In addition, the injured-in-the-line-of-duty leave period shall be used in computing seniority for vacations. The injured employee shall also be required to file an application for benefits with the Ohio Bureau of Workers' Compensation. The injured employee shall be required to assign any funds received from the Bureau of Workers' Compensation for lost wages during the injured-in-the-line-of-duty leave to the Finance Director.

Section 11.9: Maternity Leave: A female employee, who becomes pregnant, may at the direction of her attending physician, use any or all of her accrued sick leave for pre- and post-childbirth absence. A male employee may use sick leave for childbirth as follows: One (1) day when his wife is taken to the hospital; One (1) day on the day his spouse gives birth, and; One (1) day on the day the spouse and child are discharged from the hospital.

Section 11.10: Funeral Leave: An employee will be granted three (3) days of Funeral Leave which shall include the day of the funeral for a death in their immediate family (i.e. husband,

wife, parents, parents-in-law, child, brother or sister). This time is to be used at the time of death and burial and cannot be deferred to a later time. An employee will be granted one (1) day of Funeral Leave to attend the funeral of grandparents, aunts, uncles, sister-in-law, brother-in-law, daughter-in-law, son-in-law, nieces, nephews, grandchildren, step brothers, step sisters and step parents. In exceptional cases, the City Administrator may grant additional time. Any additional time used under this Section for Funeral Leave will be deducted from the employee's accumulated sick leave. However, when sick leave is used for Funeral Leave it shall not be considered in determining whether one day of extra time off (Personal Day) as described in Article 11, Section 11.6 above, should be granted.

Section 11.11: Leave During Legal Action: An employee suspended for a duty-related offense, who is not discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. The employee may use accrued but unused vacation, compensatory time, or earned personal days during the leave. The Employer will continue to pay its share of the employee's insurance premiums up to six months. The employee shall continue to pay his portion of the insurance premiums.

Section 11.12: Effective Dates: The 8 hour vacation accrual (11.2), the 8 hour terminal leave computation rate(11.7), and the 4.615 sick leave accrual rate (11.5) shall be in effect only during such time as a nine and one-half hour schedule ("4-3") is in effect. Therefore, these three provisions shall be effective at the beginning of the month in which a "4-3" schedule goes into effect and shall revert prospectively to the "4-2" language of the prior 2008-2011 Agreement at the beginning of the month after the "4-3" schedule may have been discontinued for any reason.

ARTICLE 12 — DEATH BENEFITS

Section 12.1: Upon the death of any North College Hill Police Department employee, the City shall pay to the employee's designated beneficiary, within thirty (30) days, a lump sum payment, at the employee's current rate of pay, the total amount of:

- A. All unused, accrued vacation time;
- B. One hundred percent (100%) of accumulated sick leave, not to exceed 1,440 hours;
- C. The unused amount of accrued compensatory time and accumulated unused holidays.
- D. The date of the employee's death shall be the date used in the computation of any death benefit payment.
- E. If the employee has no designated beneficiary, the City will make all payments to the estate of the deceased employee.

ARTICLE 13 — INSURANCE

Section 13.1: Police Professional Liability Insurance coverage shall be provided for each officer, at a minimum of five hundred thousand (\$500,000) dollars.

Section 13.2: Health Insurance: The City agrees to pay ninety percent (90%) of the single, two-party, or family premiums for group health insurance for employees covered by this Agreement. Employees shall pay ten percent (10%) of the premium for their selected coverage by payroll deduction. The 90%-10% City-Employee payment shall be applied to the premiums for the current year and to the renewal premiums.

Section 13.3: The monthly health insurance premiums as of April 1, 2011 are:

Monthly Premiums			
Single	Employee/Child	Employee/Spouse	Family
\$325.02	\$605.78	\$676.66	\$986.85
Monthly Premium Co-Pay Schedule			
Single	Employee/Child	Employee/Spouse	Family
\$40.50	\$74.75	\$84.32	\$122.98

In no event would the employee’s contribution be less than it was in the previous year, unless the monthly premium was less than it was in the previous year.

- A. If the cost of health insurance premiums increases more than 10 percent (10%) in any one year, discussion with the FOP/OLCI about this crisis shall not delay a reduction in benefits unless the FOP/OLCI agrees to have employees continue to pay 10% of the new premium plus 50% of any increase in premium above the 10% increase in any year.
- B. The City will pay 50% of the high deductible provided that the family high deductible is between \$2,000 and \$4,000 or the single high deductible is between \$1,000 and \$2,000. The City will also pay 25% of that portion of the high deductible which may exceed \$4,000 for family coverage or \$2,000 for single coverage.

The City's portion of the high deductible will be paid in two installments: the first pay period of the benefit year and the first pay period in the second ½ of the benefit year.

Section 13.4: The City and the FOP-OLCI must agree before the health insurance carrier or the health insurance coverage is changed except as provided in Section 13.3 above. Any amendment to this Section is dependent upon the agreement of the representative of the Service Department employees and Tax Clerk.

Section 13.5: In the event of a reduction of benefits or increase in the premium cost, in excess of the current premiums, the City and the FOP-OLCI agree to discuss the health insurance programs and the availability of other options to switch insurance carriers and/or reduce benefits with the current or another insurance carrier.

Section 13.6: The City agrees that it will adopt a "Premium Payment Plan" which is designed to meet the requirements of Section 125 of the Internal Revenue Service Code (Code), and permit employees eligible for the medical program to pay their share of the medical program premiums on a pre-tax basis. The premium payment plan will be administered by the City in a manner which is consistent with Section 125 of the Code, and final (or, in the absence of final, proposed) government regulations issued under such Section.

Section 13.7: *Dental Insurance:* For all employees hired on or before March 31, 2011, the City shall contribute \$25 per month toward the group dental insurance plan sponsored by the multi-employer county group in which the City is currently enrolled. Any employee desiring such group dental coverage will provide any additional amount required by the single or family plan. At such time as the City participates in any other group insurance program, the City will continue to contribute \$25 per month toward the group dental plan sponsored by the new multi-employer group in which an employee desires to participate, for employees hired on or before March 31, 2011.

For employees hired on or after April 1, 2011, the City will make available a City sponsored dental plan, however no contribution will be made by the City.

Section 13.8: The City agrees to offer Hepatitis B Vaccinations to any bargaining unit member who desires them. The cost of such vaccinations will be paid by the City.

Section 13.9: The rules and regulations of the Center for Local Government Benefit Pool ("CLGBP") over which neither the City nor the FOP has any control which are issued for the health plan it administers, e.g., The Working Spouse Rule, shall bind both the City and the FOP. As soon as the City learns of a proposed new or revised rule or regulation from CLGBP, the City will meet and confer with the FOP concerning appropriate next steps.

ARTICLE 14 — ADMINISTRATION AND INTERPRETATION

Section 14.1: The City Administrator shall be responsible for administering pay plans for all positions and working out arrangements, which will assure the administration of the plan for all

employees on an equitable basis. The City Administrator shall be responsible for interpreting the applications of the plan to pay problems, which are not specifically covered by this Agreement or City Ordinance, using the principles herein or therein as a policy guide.

ARTICLE 15 — WAGES

Section 15.1: The term “Pay Grade”, as used in this Article, shall have the following meaning unless otherwise specified herein:

- A. Pay Grade I is applicable to the first full year of service in the grade.
- B. Pay Grade II is applicable to the second and third years of service in the grade.
- C. Pay Grade III is applicable to the fourth and all succeeding years in the grade.

Section 15.2: All pay set forth in this Article shall be payable in bi-weekly installments unless another method of payment is specifically set forth.

Section 15.3: The standard work period, for employees covered by this Agreement, shall consist of an average, during the calendar year, of eighty (80) hours per fourteen (14) day period.

Section 15.4: The regular hourly rate of pay shall be determined by dividing the annual salary by two thousand eighty (2080) hours. The bi-weekly rate of pay shall be determined by multiplying the regular hourly rate of pay by eighty (80) hours. The overtime rate shall be determined by multiplying the regular hourly rate of pay by one and one-half (1-1/2).

Section 15.5: The rate of pay schedules and effective dates, for all employees covered under this Agreement, are contained in **Appendix “A”** of this Agreement.

Section 15.6: In addition to the established rates of pay, defined in **Appendix “A”** of this Agreement, employees shall also be compensated in accordance with other Articles set forth in this Agreement.

Section 15.7: *Officer-in-Charge Pay:* In the event there is not a Police Sergeant or other person of higher rank assigned to patrol duty during a scheduled shift, the Police Chief shall assign a police officer to assume supervisory duty as the Officer-in-Charge based on seniority, skills, ability and record of past performance. If the Police Chief is not available when the assignment must be made, the senior police officer will assume supervisory duty as the Officer-in-Charge. Compensation for the Officer-in-Charge shall be \$1.25 per hour, in addition to their regular, hourly rate of pay, for the hours they serve as the Officer-in-Charge on the scheduled shift.

Section 15.8: *Pension Pickup:* The City shall pay the employee’s share of wage contributions to the employee’s designated retirement system, on a percentage basis, as follows:

The current pension pickup shall apply to current officers hired on or before March 31, 2011. For officers hired on or after April 1, 2011, there shall be no pension pickup paid by the City on behalf of these employees.

RETIREMENT SYSTEM	% PAID BY CITY ON BEHALF OF EMPLOYEE HIRED ON OR BEFORE 3/31/11
Police & Fire Disability Pension Fund (PFDPF)	9.5%
Public Employee's Retirement System (PERS)	8.5%

- A. Under this arrangement, the employee may not directly receive payment, in cash, of any portion of this contribution.

Section 15.9: *Shift Differential:* Employees regularly scheduled to work second shift will receive fifty cents (\$0.50) more for every hour assigned to the shift. Shift differential will not be applicable to those officers who are working second shift on a fill-in/overtime basis.

ARTICLE 16 — WORK HOURS AND OVERTIME

Section 16.1: *Scheduling:* Employees of the North College Hill Police Department will operate on the following schedules:

- A. A nine and one-half hour schedule shall be implemented on a trial basis as determined by the City for a period of time up to one year. If the nine and one-half hour schedule is approved by the City and the FOP-OLCI, it shall continue for the term of this Agreement. If the nine and one-half hour schedule is not approved by the parties, the “4-2” schedule contained in the 2008-2011 Agreement shall be reinstated for the term of this Agreement.
- B. The Police Specialist shall primarily work a five (5) day, Monday through Friday, eight (8) hour per day schedule.
- C. The Police Clerk shall primarily work a five (5) day, Monday through Friday, eight (8) hour per day schedule.
- D. The School Resource Officer shall primarily work a five (5) day, Monday through Friday, eight (8) hour per day flexible schedule at those times when school is in session.

Section 16.2: Due to any unforeseen social or economic emergencies, as determined by the Mayor and City Administrator, or if the “Four and Two” schedule has unduly disrupted the efficiency and economy of the City government, as determined by the Mayor and City Administrator, the “Four and Two” schedule format can be terminated or suspended by the Mayor and City Administrator. The City agrees to have discussions with the FOP/OLC representatives to attempt to mitigate the need for the change or the outcome of the change.

Termination or suspension of the “Four and Two” schedule by the Mayor and City Administrator for any of the above stated reasons in this Section shall not be an issue that can go to arbitration under this Agreement.

Section 16.3: Overtime & Compensatory Time: An employee, required to be in active pay status in excess of the total hours in their regularly scheduled 28-day period shall, as determined by the City, be paid overtime at the rate of one and one-half (1-1/2) times their regular hourly pay for any excess hours actually worked or they may elect to receive compensatory time credit at the same stated overtime rate. Time off, when taken as compensatory time, will be granted within sixty (60) days of the employee’s request to the Police Chief if the request does not unduly disrupt the operation of the Police Department. In the event an employee is unable to provide the prescribed notice, the requested off day will be granted, if coverage for an employee requesting a comp. day can be obtained without the occurrence of overtime and the efficiency and economy of City Government will not be impaired. No employee shall be permitted to accrue more than four hundred and eighty (480) hours of unused compensatory time. Any employee who has accrued compensatory time to the 480 hour limit will be paid for additional overtime worked. If an employee elects to receive pay for accrued compensatory time, they shall be paid at their regular hourly rate at time of payment. Upon termination of employment, an employee will be paid at their average, regular hourly rate of pay for the last three (3) years of City employment or their final regular hourly rate, whichever is higher. Compensated work time shall include: regular shift duty; off-duty court appearances resulting from City police responsibilities; off-duty supervision of prisoner work details; off-duty attendance at departmental meetings, and; any other hours worked off-duty, as scheduled by the Police Chief, in service to the City. Active pay status shall be defined as all hours worked on duty and all hours that an employee is on vacation, paid holidays, personal leave, and compensatory time. Sick leave will be considered as active duty status if the employee is ordered to work additional hours during the same pay period in which the employee used paid sick days.

Section 16.4: Official Business by Telephone: Any employee, who is contacted off-duty by telephone to carry out official police business, will be compensated at their overtime rate for each quarter (1/4) hour of conversation. There shall be a reasonable limit of two (2) hours per month for this time unless the Police Chief authorizes additional hours. This section does not apply to instances where the employee has neglected to properly complete a specific, assigned duty or task and must be contacted by telephone to resolve or clarify the matter. This section does apply to any instance that would pertain to the exchange of information concerning Police Department business or an on-going investigation.

Section 16.5: Call-in Pay: Any employee who is called in to duty from an off-duty status will be compensated at their overtime rate for each hour worked, receiving no less than a minimum of two (2) hours of overtime pay for the call-in.

Section 16.6: Double-Back Pay: Whenever there is less than fifteen and one-half (15 1/2) hours between an employee’s regularly scheduled shifts, they shall be compensated, at their overtime rate, for all hours worked in the succeeding shift. Such compensation, or “double-back pay,” will be in the form of regular salary for the actual hours worked plus four and one-quarter (4 1/4) hours of overtime pay or compensatory time off at the employee’s discretion. Excluded from this provision are shift changes which result in details to training sessions, special details, court appearances, unscheduled overtime work and/or voluntary shift changes made by the

employee and assignments as a School Resource Officer.

Section 16.7: Donning and Doffing: Officers will be allowed reasonable time at the beginning of their shift for the purpose of donning their uniforms and at the end of their shift for the purpose of doffing their uniforms.

Section 16.8: Staffing: In the event the City deems it necessary to change the staffing levels of the Police Department to drop below two officers per shift, the City will have discussions with the FOP/OLC representatives to attempt to mitigate the need for the change or the outcome of the change. In any event the City reserves the right to make changes and these changes shall not be cause for arbitration under this Agreement.

ARTICLE 17 — COURT DUTY

Section 17.1: An off-duty employee, who makes a Court appearance on official business, will be compensated at their overtime rate the minimum hours as follows:

TYPE OF COURT	MINIMUM COMPENSATION
Any North College Hill Court (Mayor’s, Unofficial Juvenile Court)	Two (2) Hours
Any Municipal, County or Federal Court (Juvenile or Adult - Criminal and Civil)	Three (3) Hours

Section 17.2: Hour for hour pay shall be given if more than two (2) hours are spent in any North College Hill Court. Hour for hour pay shall be given if more than three (3) hours are spent in and Municipal, County or Federal Court.

Section 17.3: On duty employees, required to appear in any court on official business, do not qualify for additional compensation under this section and will be paid at their regular rate of pay.

Section 17.4: An employee may choose to be compensated for Court appearances with either overtime pay or compensatory time credit.

ARTICLE 18 — LABOR/MANAGEMENT MEETINGS

Section 18.1: In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet with not more than four (4) representatives of the FOP-OLCI to discuss issues and promote a harmonious labor/management relationship. Such meetings shall be held on the third Wednesday of January, April, July and October of each year at a mutually agreed upon time and location.

Section 18.2: Both parties will exchange a list of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. The purpose of the labor/management meetings shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP-OLCI of any changes made by the Employer, which affect the members of the bargaining unit(s) comprising this Agreement.
- C. Discuss grievances, which have not been processed beyond the final step of the grievance process, provided both parties mutually agree upon such discussions.
- D. Disseminate general information of interest to both parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. Consider and discuss health and safety matters relating to employees.

Section 18.3: It is further agreed, that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible within 14 calendar days.

Section 18.4: Meetings scheduled by the Employer with bargaining unit employees for reasons pertinent to the normal operation of the Police Department, shall not be considered as Labor/Management meetings.

ARTICLE 19 — NON-DISCRIMINATION

Section 19.1: The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining units. The City and the FOP-OLCI agree that there shall be no discrimination, against any employee, relating to their employment on the basis of race, color, creed, national origin, age, sex, handicap, political affiliation or marital status.

Section 19.2: There shall be no discrimination, interference, restraint, coercion or reprisals against any employee because of FOP-OLCI membership or non-membership and/or participation or non-participation in any lawful activity on behalf of the FOP-OLCI.

Section 19.3: Whenever the male gender pronoun or adjective is used in this Agreement, it shall be deemed to also include reference to the female gender unless otherwise indicated.

ARTICLE 20 - RETIREMENT BENEFIT

Section 20.1: Upon their retirement from the North College Hill Police Department, sworn officers will be presented with their duty weapon, badge, two magazines, pistol lock, weapon case if still available, and official ID with “retired” marked on it. Non-sworn personnel will only receive a badge upon their retirement.

ARTICLE 21 - OFF DUTY DETAILS

Section 21.1: From time to time local businesses, schools and organizations may request the Police Department to make off-duty employees available to them to provide security for their functions. Upon approval of the Police Chief, these off-duty detail requests will be posted in a conspicuous location in the Police Department and employees may sign up to work them in their off-duty time.

Section 21.2: Off-duty details will be filled in the following manner, provided there is sufficient time for the full selection process:

- A. (i) Other than the exceptions below, all City paid details shall be filled by full-time officers and part-time officers on a 50% part-time, 50% full-time basis with a review of the percentages taken on a quarterly basis beginning July 1, 2008 to ensure compliance. Once a detail is posted, these employees will have the first ninety-six (96) hours to sign up for the detail before any other employees are eligible to do so. Shortfalls on the number of details shall be corrected in the following quarter.
- (ii) S.T.E.P. detail shall be filled by full-time officers and part-time officers on a 60% part-time, 40% full-time basis with a review of the percentages taken on a quarterly basis beginning July 1, 2008 to ensure compliance. Once a detail is posted, these employees will have the first ninety-six (96) hours to sign up for the detail before any other employees are eligible to do so. Shortfalls on the number of details shall be corrected in the following quarter.
- B. The Mayor's Court detail shall be filled as follows: If one or two officers are needed, they shall be full-time officers. If additional officers are needed, part-time officers will be offered the detail first.
- C. DIRT, surveillance and HRWS shall be available to both full-time and part-time employees.
- D. The parade detail shall be offered to part-time officers first. If a part-time officer is unavailable, the detail will be filled by a full-time officer.
- E. Unofficial juvenile court and the juvenile work details shall be offered to part-time officers first. If a part-time officer is not available, the detail shall be filled by a full-time officer.
- F. Christmas related details when posted shall be offered first to part-time officers. If not filled, full-time officers shall fill the detail.
- G. Officers will not be permitted to sign up more than thirty (30) days in advance for recurring off-duty details.

- H. After the procedure above have been exhausted and an opening remains for the off duty detail, the Police Chief may fill the detail as deemed appropriate.

ARTICLE 22 — COMPLAINTS

Section 22.1: Both parties acknowledge that, in the course of employment, the public may register complaints against an employee. These types of complaints are best resolved through the employee's chain-of-command, from the Supervisor up to the City Administrator.

Section 22.2: The City shall accept and process public complaints against any North College Hill Police Department employee as follows:

- A. A complaint should be made in writing to the Police Chief on a North College Hill Police Department Citizen Complaint Form. Anonymous complaints, either written or verbal, will be discouraged unless extenuating circumstances are present, and will be investigated, giving special attention to the employee's right to due process.
- B. The complaint and affidavit must be signed by the complainant, notarized by a Notary Public and include the complainant's complete address and contact information.
- C. Upon receipt of a properly executed North College Hill Police Department Citizen Complaint Form, the Police Chief will assign a complaint number to the complaint and, unless the Police Chief determines that there is no violation alleged in the complaint, forward it to the accused employee's Supervisor for investigation.
- D. The Employer will provide a complete copy of the complaint to the accused employee and afford them reasonable time, in accordance with Article 9, Section 9.7 of this Agreement, before asking them any questions regarding the complaint.
- E. The employee, upon receipt of a copy of a properly executed North College Hill Police Department Citizen Complaint Form and after the reasonable time afforded them in Article 9, Section 9.7 of this Agreement, may be asked for a written response to the allegations in the complaint. Employees will be advised of their Garrity Rights and their right to representation before any questioning or response is requested.
- F. The Supervisor will review the employee's response and include it, along with the results of their investigation, in a written report to the Police Chief as expeditiously as possible after receipt of the employee's response.
- G. The Police Chief will review the Supervisor's response and as expeditiously as possible:

1. Rule the complaint unfounded and inform the employee, in writing, of such; or
 2. Rule the complaint valid and inform the employee, in writing, of any disciplinary measures to be taken.
- H. Unfounded complaints will be destroyed immediately. No originals or copies pertaining to an unfounded complaint will be placed in the employee's personnel file.

ARTICLE 23 - DISCIPLINE, DISCHARGE AND APPEAL

Section 23.1: The City shall have the right to discipline or discharge an employee for just cause. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct deemed to be unbecoming an employee, or any other acts of misfeasance, malfeasance, nonfeasance or other just cause shall be cause for disciplinary action.

Section 23.2: If an employee is absent from work, without proper notice, for three (3) consecutively scheduled working days, it shall be deemed as a resignation.

Section 23.3: Progressive discipline shall be understood to include those steps listed below, in Section 23.4 of this Agreement. It is understood that certain acts of misconduct or unsatisfactory performance, the combination of two or more incidents of misconduct or unsatisfactory performance, the elapsed time between incidents and other factors may require the imposition of harsher initial discipline, the skipping of progressive disciplinary steps or the repeating of a progressive disciplinary step. In all cases the disciplinary penalties shall be appropriate to the severity of the offense based on the totality of the circumstances known to the disciplinary steps, the Employer will document in writing the reason(s) for doing so, including the "Five Factors of Equity" if used by the Employer.

Section 23.4: Degrees of Progressive Discipline:

- A. **Counseling and/or Training of a Non-Punitive Nature:** A supervisor generally administers and documents this type of disciplinary action.
- B. **Warning Letter:** A supervisor generally administers and documents this type of disciplinary action.
- C. **Written Reprimand:** A supervisor, with the approval of the Police Chief, generally administers this type of disciplinary action. The written reprimand shall state the circumstances and reasons for such action.
- D. **Suspension Without Pay:** The Police Chief and City Administrator have the authority to suspend, without pay, any employee under their management and control. The employee shall be notified in writing of the suspension, the effective date, the duration and the circumstances and reasons for the action.

1. The Police Chief may only suspend an employee for up to three (3) days without pay.
 2. The City Administrator may suspend an employee for four (4) or more days without pay.
- E. **Demotion to Lower Classification:** This type of disciplinary action is generally reserved for those cases where an employee demonstrates an inability to perform the job, but could perform the duties of a lesser-rated job. In the event of a judgment of demotion, the City Administrator shall notify the employee in writing of the demotion, the effective date, the circumstances and reasons for the action, and of the employee's right to grieve.
- E. **Dismissal:** The City Administrator administers this type of disciplinary action. In the event of a recommendation of dismissal, the employee shall be notified in writing of the dismissal, the effective date, the circumstances and reasons for the action, and of the employee's right to grieve.

Section 23.5: No employee will be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee will be given reasonable advance notice of the hearing, with a description of the charges. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the employee and his representative an opportunity to respond to the charges.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

Section 23.6: If an employee is aggrieved by any disciplinary action, the employee may file a grievance in accordance with Article 5 of this Agreement.

Section 23.7: Anonymous complaints without corroborative evidence shall not be cause for disciplinary action.

Section 23.8: No employee shall be subject to disciplinary action solely on the basis of Polygraph, CVSA, or other truth verification device.

ARTICLE 24 - SENIORITY AND LAYOFF

Section 24.1: Seniority shall be defined as the length of continuous, full time service from the employee's most recent starting date as a North College Hill Police employee. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the most recent starting date upon successful completion of the probationary period.

Section 24.2: Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within two (2) calendar years from the effective date of the layoff;
- D. Is off the payroll for one (1) calendar year for any other reason whatsoever, except for military service;
- E. Exceeds a leave of absence or gives a false reason for obtaining a leave of absence; or
- F. Is absent from work, without proper notice, for three (3) scheduled working days.

Section 24.3: The City shall provide the FOP-OLCI an up-to-date seniority list of employees governed by this Agreement. This list shall be kept up-to-date and shall list each employee and their starting date as a North College Hill Police Department employee. In the event two (2) or more employees have the same starting date, the employee(s) with the higher test score shall have seniority over the employee(s) with the lower test score.

Section 24.4: Appendix “B” establishes the official seniority list for all employees governed by this Agreement. The official seniority list shall hereafter be determined in accordance with the provisions hereof.

Section 24.5: In the event of any work force reduction, causing the layoff of an employee covered by this Agreement, their seniority and skills and ability will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

Section 24.6: Part-time employees will be laid off before a full-time employee is laid off, provided that if no full-time employee is available at straight time pay without any premium pay (including double-back, call-in pay, etc.) to work an irregular schedule, full-time employees may be laid off and part-time employees retained to work. In such a situation, a full-time employee will be given the first opportunity to work an irregular schedule (for example, second shift on Mondays and Tuesdays and first shift on Wednesdays and Thursdays) with the understanding that no premium pay will be provided other than statutory overtime and compensatory time as required under Section 16.3 of the Agreement.

With respect to recalls from layoff, full-time employees will be recalled before part-time employees, provided that a recalled full-time employee may be required to work an irregular schedule or partial work weeks.

Those full-time employees who do not wish to work on an irregular schedule or partial work weeks will not be disciplined but will be placed on, or remain on layoff status until a regular, full-time schedule becomes available. This section does not change the practice of calling in part-time employees to fill short shifts caused by sickness, vacation, training, etc.

ARTICLE 25 — COMPLETE AGREEMENT

Section 25.1: This Agreement represents the complete Agreement between the parties and neither party, for the duration of this Agreement, will be required to bargain collectively with respect to any subjects or matter referred to in this Agreement even though such subjects or matters may or may not have been proposed, considered, or contemplated by either or both parties at the time this Agreement was negotiated and signed.

Section 25.2: In the event that any of the conditions of this Agreement shall become invalid or unenforceable by reason of any Federal or State law, now existing or hereafter enacted, or by reason of any court or agency decision, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 25.3: When this Agreement or any renewal thereof terminates as provided, all rights, duties and obligations created there under shall also immediately terminate.

ARTICLE 26 - DURATION

Section 26.1: This Agreement shall be effective as of April 1, 2011 and remain in full force until midnight on March 31, 2014. Both parties hereby agree that this Agreement shall renew itself automatically, from year to year, after calendar year 2014, unless either of the parties hereto notifies the other, in writing, at least ninety (90) days prior to the expiration date of March 31, 2014 of their intention to terminate, modify or renegotiate this Agreement.

In Witness Whereof, the parties hereto have hereunder set their hands and seals on this 9 day of June 2011.

For the City of North College Hill

City Administrator

Mayor

President of City Council (pro-tempore)

Clerk of Council

For the Fraternal Order of Police - OLCI

President

Vice President

Staff Representative

APPENDIX A — WAGE SCALES AND RATES OF PAY

	Police Officer — Pay Grade 1		
	2011	2012	2013
Effective 04-01			
Annual	\$ 44,574.40	\$ 44,574.40	\$ 44,574.40
Bi-Weekly	\$ 1,714.40	\$ 1,714.40	\$ 1,714.40
Hourly Rate	\$ 21.43	\$ 21.43	\$ 21.43
Overtime Rate	\$ 32.15	\$ 32.15	\$ 32.15

	Police Officer — Pay Grade 2		
	2011	2012	2013
Effective 04-01			
Annual	\$ 53,372.80	\$ 53,372.80	\$ 53,372.80
Bi-Weekly	\$ 2,052.8	\$ 2,052.8	\$ 2,052.8
Hourly Rate	\$ 25.66	\$ 25.66	\$ 25.66
Overtime Rate	\$ 38.49	\$ 38.49	\$ 38.49

	Police Officer — Pay Grade 3		
	2011	2012	2013
Effective 04-01			
Annual	\$ 57,075.20	\$ 57,075.20	\$ 57,075.20
Bi-Weekly	\$ 2,195.20	\$ 2,195.20	\$ 2,195.20
Hourly Rate	\$ 27.44	\$ 27.44	\$ 27.44
Overtime Rate	\$ 41.16	\$ 41.16	\$ 41.16

APPENDIX A — WAGE SCALES AND RATES OF PAY

	Police Specialist — Pay Grade 1		
Effective 04-01	2011	2012	2013
Annual	\$ 56,825.60	\$ 56,825.60	\$ 56,825.60
Bi-Weekly	\$ 2,185.60	\$ 2,185.60	\$ 2,185.60
Hourly Rate	\$ 27.32	\$ 27.32	\$ 27.32
Overtime Rate	\$ 40.98	\$ 40.98	\$ 40.98

	Police Specialist — Pay Grade 2		
Effective 04-01	2011	2012	2013
Annual	\$ 58,219.20	\$ 58,219.20	\$ 58,219.20
Bi-Weekly	\$ 2,239.20	\$ 2,239.20	\$ 2,239.20
Hourly Rate	\$ 27.99	\$ 27.99	\$ 27.99
Overtime Rate	\$ 41.99	\$ 41.99	\$ 41.99

	Police Specialist — Pay Grade 3		
Effective 04-01	2011	2012	2013
Annual	\$ 61,015.55	\$ 61,015.55	\$ 61,015.55
Bi-Weekly	\$ 2,346.75	\$ 2,346.75	\$ 2,346.75
Hourly Rate	\$ 29.33	\$ 29.33	\$ 29.33
Overtime Rate	\$ 44.00	\$ 44.00	\$ 44.00

APPENDIX A — WAGE SCALES AND RATES OF PAY

	Police Sergeant — Pay Grade 1		
	2011	2012	2013
Effective 04-01			
Annual	\$ 60,694.40	\$ 60,694.40	\$ 60,694.40
Bi-Weekly	\$ 2,334.40	\$ 2,334.40	\$ 2,334.40
Hourly Rate	\$ 29.18	\$ 29.18	\$ 29.18
Overtime Rate	\$ 43.77	\$ 43.77	\$ 43.77

	Police Sergeant — Pay Grade 2		
	2011	2012	2013
Effective 04-01			
Annual	\$ 62,192.00	\$ 62,192.00	\$ 62,192.00
Bi-Weekly	\$ 2,392.00	\$ 2,392.00	\$ 2,392.00
Hourly Rate	\$ 29.90	\$ 29.90	\$ 29.90
Overtime Rate	\$ 44.85	\$ 44.85	\$ 44.85

	Police Sergeant — Pay Grade 3		
	2011	2012	2013
Effective 04-01			
Annual	\$ 65,644.80	\$ 65,644.80	\$ 65,644.80
Bi-Weekly	\$ 2,524.80	\$ 2,524.80	\$ 2,524.80
Hourly Rate	\$ 31.56	\$ 31.56	\$ 31.56
Overtime Rate	\$ 47.34	\$ 47.34	\$ 47.34

APPENDIX A — WAGE SCALES AND RATES OF PAY

Police Clerk — Pay Grade 1

	2011	2012	2013
Effective 04-01			
Annual	\$ 31,886.40	\$ 31,886.40	\$ 31,886.40
Bi-Weekly	\$ 1,226.40	\$ 1,226.40	\$ 1,226.40
Hourly Rate	\$ 15.33	\$ 15.33	\$ 15.33
Overtime Rate	\$ 23.00	\$ 23.00	\$ 23.00

Police Clerk — Pay Grade 2

	2011	2012	2013
Effective 04-01			
Annual	\$ 35,297.60	\$ 35,297.60	\$ 35,297.60
Bi-Weekly	\$ 1,357.60	\$ 1,357.60	\$ 1,357.60
Hourly Rate	\$ 16.97	\$ 16.97	\$ 16.97
Overtime Rate	\$ 25.46	\$ 25.46	\$ 25.46

APPENDIX B - SENIORITY LIST

POSITION	DATE OF APPOINTMENT	HIRE DATE
Sergeants		
John Ferguson	February 6, 2001	April 13, 1993
Robert Kidd	February 18, 2003	January 4, 1999
Frank Petrocelli	March 1, 2004	February 13, 2000
Specialist		
Daniel Fritz	December 1, 1997	April 23, 1989
Full Time Officers		
Michael Henn	March 21, 2001	March 21, 2001
Louis Lasonczyk	April 3, 2001	April 3, 2001
Todd Maus	October 15, 2001	October 15, 2001
Douglas Leist	November 5, 2001	November 5, 2001
Aaron Kodish	July 7, 2002	July 7, 2002
Scott Kelly	February 18, 2003	February 18, 2003
Brian Brown	May 19, 2003	May 19, 2003
Bryon Roos	April 5, 2005	April 5, 2005
Ryan Schrand	May 23, 2005	May 23, 2005
Civilian Police Clerk		
Jennifer Hoeh	June 2, 2008	June 2, 2008

APPENDIX C - UNIFORM ISSUE

5 Long Sleeve Shirts	Class B
5 Short Sleeve	Class B
5 Pants	Class B
1 Long Sleeve	Class A Polyester
1 Short Sleeve	Class A Polyester
2 Pants	Class A Polyester
1 Long Sleeve	Class A Polyester
1 Dress Blouse Coat	Class A
1 Duty Hat & Rain Cover	
1 Baseball Style Hat with Raised letters (POLICE)	
2 Ties	
1 Set Collar Brass	“NCH” style
1 Name Plate	Metal with “Serving Since” Attachment
2 metal Police badges	Official NCH Badge with Belt Holder
1 Winter Coat	With Gortex Liner or Equivalent
1 Lightweight Raincoat	Compliant with applicable OSHA Standards
1 Heavyweight Raincoat	Compliant with applicable OSHA Standards
1 Knit Winter Hat	Black with Embroidered “POLICE”
1 Fleece Pullover	
1 Gun Belt	Bianchi Accumold or equivalent as determined in the discretion of the Chief of Police
1 Approved Holster	Level 3 retention
2 pairs of Handcuffs	Peerless or Smith and Wesson Hinged
Handcuff Cases(s)	1 Double or 2 singles Accumold Brand or equivalent as determined in the discretion of the Chief of Police
Magazine Pouch	Accumold Brand or Equivalent as determined in the discretion of the Chief of Police
Radio Holder	
Asp And Holder	

Flashlight
Stinger DS LED and Case or equivalent as determined in the discretion of the Chief of Police

Glove Pouch

Key Holder

Duty Bag

2 Ticket Books

Duty Gloves

Duty Clipboard

Body Armor

Tactical Outer Carrier for Body Armor

Taser and Taser holster

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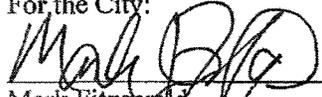
CITY OF NORTH COLLEGE HILL & FOP/OLCI
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into by and between the City of North College Hill, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union").

The parties agree as follows:

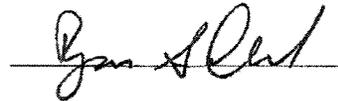
1. Regarding Section 11.7 (Terminal Leave) of the Collective Bargaining Agreement, should the City fail to implement the new maximum cash out of the employee's sick leave balance at termination for employees represented by the Union hired on or after April 1, 2011, for non-represented employees hired on or after April 1, 2011, and upon the next negotiations with its other bargaining units, for other represented employees hired on or after the effective date or their respective successor agreements, the Union two tiered system will automatically expire giving all employees represented by the Agreement a terminal leave cash out ability of one thousand four hundred and forty (1,440) hours.
2. This MOU shall be effective for the period beginning on the execution date of this MOU noted below, and expiring on the expiration date of the current Collective Bargaining Agreement.
3. This MOU is not part of the Collective Bargaining Agreement.

For the City:

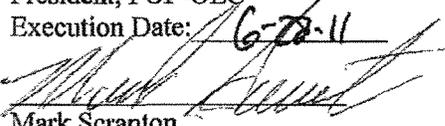


Mark Fitzgerald
City Administrator
Execution Date: 6/7/2011

For the Union:



Gary S. Clark
President, FOP-OLC
Execution Date: 6-7-11



Mark Scranton
Staff Representative, FOP-OLC
Execution Date: 6-18-11

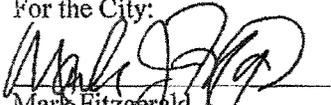
CITY OF NORTH COLLEGE HILL & FOP/OLCI
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into by and between the City of North College Hill, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union").

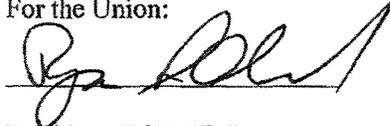
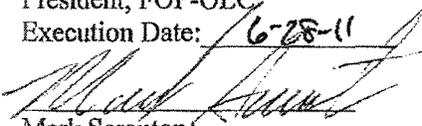
The parties agree as follows:

1. Regarding Section 15.8 (Pension Pickup) of the Collective Bargaining Agreement, should the City fail to implement the pension pickup provision for employees represented by the Union hired on or after April 1, 2011, for non-represented employees hired on or after April 1, 2011, and upon the next negotiations with its other bargaining units, for other represented employees hired on or after the effective date of their respective successor agreements, the Union's elimination of pension pickup will automatically expire giving all employees represented by the Agreement pension pickup.
2. This MOU shall be effective for the period beginning on the execution date of this MOU noted below, and expiring on the expiration date of the current Collective Bargaining Agreement.
3. This MOU is not part of the Collective Bargaining Agreement.

For the City:


Mark Fitzgerald
City Administrator
Execution Date: 6/7/2011

For the Union:


President, FOP-OLC
Execution Date: 6-28-11

Mark Scranton
Staff Representative, FOP-OLC
Execution Date: 6-18-11

CITY OF NORTH COLLEGE HILL & FOP/OLCI
MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (the "MOU") is entered into by and between the City of North College Hill, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union").

The parties agree as follows:

1. Regarding Section 16.6 (Double Back Pay) of the Collective Bargaining Agreement, as long as the nine and one-half hour schedule is in effect, the time between shifts for calculation of double - back pay shall be fourteen and one-half (14.5) hours. Otherwise the language as provided for in Section 16.6 will apply.

For the City:

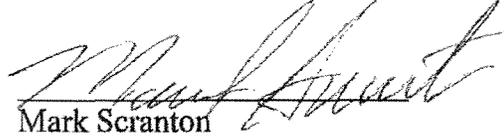


Mark Fitzgerald
City Administrator
Execution Date: 6/7/2011

For the Union:



President, FOP-OLC
Executed Date: 6-28-11



Mark Scranton
Staff Representative
OLC-FOP
Execution Date: 6-18-11

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 10-MED-12-1789
EMPLOYEE ORGANIZATION,	}	(Full-time Patrol Officers, et al)
	}	
and,	}	
	}	
CITY OF NORTH COLLEGE HILL,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



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

cc: Mr. James Lawrence
jlawrence@fbtlaw.com