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STATE EMPLOYMENT
DIVISION

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12-MED-11-1333
0238-03

CONTRACT

Between

THE CITY OF OXFORD

And

THE NON-COMMISSIONED POLICE DEPARTMENT EMPLOYEES

PAID FROM:

January 1, 2013 - December 31, 2015

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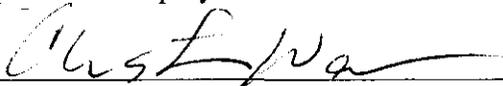
ARTICLE XXIII - Modification 19

This agreement, made and entered into on the 14th day of March, 2013, in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Non-Commissioned Police Department Employees, hereinafter called "Employees", has as its purpose the promotion of harmonious relations between the City and the Employees, 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 Employees 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.

ACCEPTED:

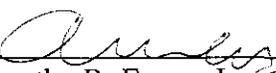
Non-Commissioned Police
Department Employees



President

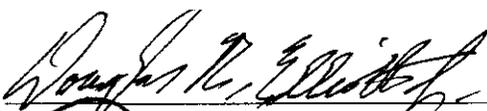


Secretary/Treasurer

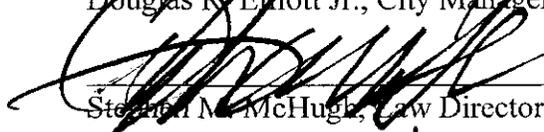


Timothy R. Evans, Legal Counsel

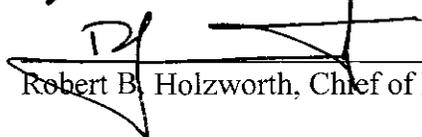
City of Oxford



Douglas R. Elliott Jr., City Manager



Stephen M. McHugh, Law Director



Robert B. Holzworth, Chief of Police

ARTICLE I
Recognition

1. The Fraternal Order of Police, Lodge 164, is recognized as the exclusive representative for collective bargaining purposes for the non-commissioned employees consisting of the public safety assistants, police records specialists and public safety communication officers as established by certification granted by the State of Ohio State Employment Relations Board, dated September 2, 1999, more specifically referred to as Case No. 99-REP-05-0113. The term "Employee" when used in this agreement refers only to those employees, individually and collectively, included within that certification.

2. The bargaining unit excludes all part-time and all other non-commissioned employees of the Police Department in the City.

ARTICLE II
Dues Deduction

The City agrees to deduct and remit to FOP Lodge 164 periodic dues, initiation fees, and assessments of members of FOP Lodge 164 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 164 within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Employees as to the facts, will deduct a fair share from said employee's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Employees agree that any such fair share employee will be fully represented by the Employees the same as if he or she were a member of the Employees 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 164.

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

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 for public safety communication officers and public safety assistants shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period. The Records Specialist 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, an employee shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; employees working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day. Any employee 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 employee be requested to work fourteen (14) hours, he/she shall be entitled to a thirty (30) minute meal period every four to five (4-5) hours. Employees 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 six (6) or more 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 employees shall be on break at the same time. Before commencing a break, every employee 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 employee shall also notify the dispatcher.
6. Changes in an employee's work schedule when such employee 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 employee's attendance at any school, training session, lecture, or meeting and the City desires to substitute and assign another employee to such school, training session, lecture, or meeting, shall require that thirty (30) days notice thereof be given to the affected employee. In order to assure the City's ability to comply with this Article, it shall be mandatory that an employee 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 employee to work as a result of such request. Changes in an employee'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 employee(s).

7. Two employees may exchange shift assignments with approval of the scheduling officer provided (1) both employees sign the shift trade agreement form in Appendix B; (2) each shift trade is scheduled in such a way that each employee is still scheduled for forty (40) hours work within the one-week pay period described above; and (3) no employee 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, 2013. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the preceding 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 the supervisor to work overtime, an employee 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 employee's acceptance of compensatory time off. Compensatory time shall be taken as additional vacation subject to the approval of the employee's supervisor; however, no employee 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 employee who is called to duty following the completion of the normal work day and three (3) or more hours prior to the commencement of the 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 the normal rate.

3. An employee 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 the employee's duties and actions as an Oxford employee, if not on duty at such time, shall receive a minimum of three (3) hours compensation at one and one-half (1-1/2) times the normal rate. Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

An employee who is called for jury duty will be scheduled to work an eight-hour day shift for those days which the employee serves as a juror. The employee 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 employee shall remit to the Finance Department any funds received for serving as a juror,

except that the employee shall be allowed to retain mileage fees. No employee 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 employees in an attempt to fill the slot on a volunteer basis. An employee shall have the right to tentatively refuse such overtime if the employee 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 employee to work the required overtime.

5. Overtime will be allocated to employees, by classification, 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 employee(s) working the shift prior to the vacancy, being offered to the employee with the lowest overtime balance first.

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

3) If the above employees decline the overtime, then it shall be offered to employees not working, being offered to the employee 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 employee(s) working the shift prior to the vacancy, being offered to the employee with the lowest overtime balance first.

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

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

4) In providing shift coverage, employees 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. Call out overtime hours:

When specialized skills are required, the officer in charge will determine who shall be called out.

E. Assignments for scheduled overtime (known 72 hours in advance) by classification:

1) The overtime balance sheets will be maintained for one calendar year. The overtime records will be kept electronically and will be available for employees to inspect upon request.

2) At the beginning of the calendar year, assignments will be based upon the employee(s) length of service, being offered to the employee with the longest seniority, by classification, first.

3) If two employees have the same overtime balance, the overtime will be offered first to the employee with the longer length of service (seniority) by classification.

4) The word "offered" used in the above items means that the City has attempted in good faith to contact the appropriate employee either in person or by telephone but actual contact is not required.

5) The above procedure shall not be required in an emergency situation.

ARTICLE VI

TAC Pay

1. The person assigned to handle the TAC duties will receive on a pro-rated annualized basis during the term of this contract One Thousand Dollars (\$1,000.00) for performing those services.

2. The employee assigned as assistant to the TAC LEEDs officer who has been trained and appointed to the position by the Chief of Police will receive on a pro-rated annualized basis during the term of this contract Two Hundred Fifty Dollars (\$250.00) for performing those services.

ARTICLE VII

Holidays

For purposes of determining holiday pay, employee shall be entitled to fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Martin Luther King, Jr., Day (3rd Monday in January), President's Day (3rd Monday in February), 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); undesignated holidays are the employee's birthday and five (5) personal absence days. The Employee may trade in the current contract year, one of the fourteen (14) designated holidays the employee is scheduled to be off for Easter. Employees will be expected to take Easter off if they

trade another holiday for Easter. No employee in any current contract year shall have more than fourteen (14) designated holidays, nor shall an employee use the trade of a holiday to receive additional pay. The Employee shall make the designation of the holiday to be traded for Easter at least thirty-seven (37) days before the earlier of the holiday to be traded for or before Easter if the holiday to be traded for falls after Easter. For the contract year January 1, 2013 to December 31, 2013 the election must be made within ten (10) days of the approval of this contract, if the holiday to be traded is less than thirty-seven (37) days from the date this contract is signed. Employees who work a designated and eligible holiday shall be eligible to take a subsequent day off with supervisor approval. Upon the approval of the supervisor, the employee on his/her birthday may take the day off or take it at a later date in the same year. Employees scheduled to work Christmas Eve and/or New Year's Eve will be compensated at one and one-half (1-1/2) times their normal rate for the hours worked. This provision applies only to employees actually working. Employees not working these two days are not entitled to any additional compensation or time off. Employees scheduled to work on a designated holiday may with his/her supervisor's approval choose not to work on that 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, instead of the additional pay, and an additional day of leave to be used at a later date. No shift trades will be allowed on designated holidays. 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. When an employee does not work a designated holiday, the employee may with approval take that holiday on a scheduled working day or may turn in the holiday for eight (8) hours straight time (non-overtime) pay. Employees assigned to a ten (10) hour shift may, with the approval of the employee's supervisor, turn in designated holidays not worked for ten (10) hours 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 employee shall lose holidays because his/her request for specific days off was not approved.

ARTICLE VIII
Vacation

Employees will be credited with accrued vacation monthly for each pay date through the year based on their employment according to the following schedule:

1 st through 4 th anniversary	6.667 hours/month
5 th through 9 th anniversary	10 hours/month
10 th through 14 th anniversary	13.334 hours/month
15 th anniversary and subsequent	16.667 hours/month

An Employee may accumulate one year of earned and accrued vacation time (based on the previous table) and may carry the same forward each calendar year. Any employee 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 the employees normal rate for any hours actually worked.

Prior to October 1 of any calendar year, an employee may turn in up to eighty (80) hours of accrued vacation for pay, provided that such employee has used not less than forty (40) hours of vacation time in the preceding fifty-two (52) week period for time off. An employee planning to turn in vacation for pay shall notify the City in writing no later than September 15th of the current 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. Full-time employees 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 their immediate family. After exhausting this annual allowance, an employee will be permitted to use up to three (3) days of sick leave as may be reasonably needed for the purpose of attending the funeral of a member of their immediate family. In no case shall an employee use more than a combined total of three (3) days funeral and/or sick leave for a single funeral. Immediate family shall be construed to mean spouse, child (biological, adopted, foster or stepchild), parent, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, spouse's grandparent or grandchild, aunt, uncle, and non-traditional family member. No other relatives are considered immediate family members for purpose of this provision. Employee using funeral leave are required to submit either an obituary or provide other documentation. Leave of absence without pay is allowed for other funerals when approved by the employee's supervisor.

Other Funeral Leave. Funerals not covered in the previous paragraph requiring absence of four hours or less may be granted with pay at the discretion of the Department Head or with the approval of the City Manager in the case of Department Heads. Leave of more than four (4) hours will be taken as vacation leave or leave without pay.

3. Maternity Leave. Maternity leave shall consist of sick leave and/or vacation time, or any other earned and accrued 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. Employees shall earn sick leave at a rate of ten (10) hours per month. Sick leave is used to compensate the employee at his/her regular rate when absent due to the illness of the employee. Sick leave is also charged when an employee leaves work for any medical appointment. Sick leave may also be used as follows:

A. An employee 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.

In case of illness, employees 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. An employee 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 employee 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 employee from returning to full duties, the employee shall mandatorily apply for such available benefits of said funds or money that may accrue to him/her and be payable from the Public Employees Retirement System. 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.

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.

4. Sick Leave Incentive. A non-commission police employee shall receive a bonus of two hundred dollars (\$200.00) per calendar quarter if the employee uses no sick leave during that quarter. Use of any hours of sick leave will result in the employee receiving no payment for that quarter. Any employee who uses no sick leave for a calendar year shall receive an additional

two hundred dollars (\$200.00). The employee 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 2 (above) 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 the contract.

5. An employee has the option of requesting payment of their current sick leave balance (the hours listed in Appendix E plus any converted hours) over a period of three years starting with the first full payroll period following the adoption of this contract. An employee will elect by April 30th for the year 2010 and January 31st of each year of this contract whether to convert up to one-third of the total hours listed in Appendix E, as of December 31, 2009. If the employee elects not to convert all or a portion of one-third of those hours each year then those hours that are not converted shall not be converted under this payout provision. At no time shall an employee have in accrued hours, whether from Appendix E or hours accrued after December 31, 2009, less than 80 hours. To be eligible to convert in any one year, the employee must have or be expected to accrue more than 80 hours. If the employee's accrued balance falls below 80 hours and remains there for 60 days the payout of sick leave shall cease until the employee has accrued and maintains 80 hours of sick leave. If approved, no additional bonus payments will be converted and added to the employee's balance. Payments shall be made in equal payments with the employee's regular payroll check. This amount will not increase the employee's hourly rate. Payroll personnel will manage the process, reducing the employee's hourly balance by each payroll period.

6. Regardless of the payment option selected by the employee, the remaining current sick leave balance (as shown on Appendix E, as defined above) will be paid for up to 1200 hours of sick leave at the rate of one hour of pay for each two (2) hours of accumulated sick leave up to 600 hours and one hour for each hour for the next 600 hours on retirement or death of the employee.

ARTICLE XI Life and Health Insurance

1. Life Insurance. The City will provide, at no cost, group life insurance coverage on each employee in an amount equal to one (1) times the employee'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 employee and at no cost to the City.

2. Health Insurance. Effective January 01, 2013, the employee will contribute up to fifteen percent (15%) of the annual premium costs of health insurance due and owing provided to the employee by the City, provided the amount paid is equal to that which all other City employees pay for health insurance coverage. The amount contributed shall be withheld from employee's bi-weekly paycheck.

3. Other Insurance Coverages. Employees may purchase, through payroll deduction, other insurance coverages as may be made available to employees by the City through the mutual agreement of the City and the employees.

4. The City, subject to the requirements of the insurer, will study and if appropriate, establish a pre-tax health insurance cafeteria plan option.

ARTICLE XII
Longevity Pay

Employees shall receive longevity pay each year on the pay date after his/her anniversary date according to the following schedule:

Effective January 1, 2010:

After 5 years - \$475	After 18 years - \$ 800
After 6 years - \$500	After 19 years - \$ 825
After 7 years - \$525	After 20 years - \$ 850
After 8 years - \$550	After 21 years - \$ 875
After 8 years - \$575	After 22 years - \$ 900
After 10 years - \$600	After 23 years - \$ 925
After 11 years - \$625	After 24 years - \$ 950
After 12 years - \$650	After 25 years - \$ 975
After 13 years - \$675	After 26 years - \$1000
After 14 years - \$700	After 27 years - \$1025
After 15 years - \$725	After 28 years - \$1050
After 16 years - \$750	After 29 years - \$1075
After 17 years - \$775	After 30 years - \$1100

An employee not actively employed on his/her anniversary date shall not be eligible for longevity pay. Employees hired after January 1, 2000, will be first eligible for longevity pay on their anniversary date in the calendar year 2010.

ARTICLE XIII
Uniforms and Cleaning

1. Effective January 1, 2010, the uniform and cleaning allowance of Five Hundred Fifty Dollars (\$550) for the police records specialist and public safety communications officer and Six Hundred Seventy-five Dollars (\$675.00) for public safety assistant will be added to the base salary. The parties agree that on January 1, 2010, moving forward, the uniform and cleaning allowance is included in each employee's base salary. 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 employee except when the change in the uniform is made at the request of the employees. Employees shall be entitled during the term of this contract to wear department-approved casual clothes instead of a uniform. The Casual wear must display the City of Oxford Police Department name or logo permanently on shirts, jackets, sweaters and similar items. Casual wear purchased shall not be deemed a change in the standard uniform.

ARTICLE XIV
Training Reimbursement

A "training day" is defined as a work day or part of a work day during which an employee is scheduled to attend a training program and the employee is not responsible for the employee's job duties.

1. The expenses for full-time employees 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 personnel handbook or as otherwise set by ordinance.

2. For training day(s) outside the city and Oxford Township, the City will attempt to schedule a employee so that attendance at such training as well as related travel time will coincide with the employee'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, employees will be compensated for all such excess hours in accordance with the Fair Labor Standards Act and Regulations. Compensation will be in the form of scheduled time off or pay, at the employee'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 employee is assigned to attend training during a one-week pay period, he/she 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 employee attends training which overlaps two one-week pay periods, the employee 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 employee's attendance at training shall not be counted as hours worked.

3. For training day(s) (including in-service) within the City or Oxford Township, normal compensation rules apply. Employees shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Employees 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 employees. The grieving employee may, at Steps 1 and 2 below, bring a grievance representative. The representative selected by the grieving employee(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 employee's choice.

D. Any other person of the grieving employee's choice.

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

3. Time Limitations.

The grieving employee 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 employee 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 employee who is working at the time the grievance is filed. In the event that a grievance is filed with a lieutenant, a sergeant or employee of lesser rank under this section, the lieutenant, sergeant or such employee 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 employee 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 employee. The Chief of Police shall meet with the grieving employee(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 employee.

Step Two. Should the grieving employee 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 employee 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 employee. 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 employee. 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 164 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 164, 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 Federal Mediation Conciliation Service within ten (10) working days after the request to obtain a list of seven (7) arbitrators from which the parties shall select within ten (10) working days after receipt of the list, by the method of alternately 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 164. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

No individual member of FOP Lodge 164 shall have the right to invoke the arbitration procedure without the consent of FOP Lodge 164 and if such consent is refused, the member shall have no further recourse to, or against, FOP Lodge 164 or the City.

ARTICLE XVI Professional Liability Insurance

The City will provide, at no cost to the employees, 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 XVII Investigation of Employees

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all employees and, pursuant to the Charter, to investigate complaints or charges made by officials, employees or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of employees 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 employee 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 employee of the City of Oxford, makes a complaint about an employee, said complaint shall be, if possible, 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. The fact a complaint is not signed by the complainant, will not prevent the investigation, but may be considered a factor in the investigation. 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 employee or employees or other agents as the City deems necessary. Any employee being investigated, before the employee 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 the employee's 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 employee.

3. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all employees. Internal investigations will be undertaken to inquire into any alleged misconduct of employees 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 employee investigated will have access for a period of two years. After such two-year period, the reports will be destroyed. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

ARTICLE XVIII 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 employees, 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 members shall be selected by the employees. 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.

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

ARTICLE XIX Miscellaneous Provisions

1. Off-Duty Employment. An employee 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. 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 employees.

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

4. Headset and Badge. Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring employee his/her uniform badge and, if applicable, duty headset.

5. Light Duty. In the sole discretion of the Chief of Police, an employee 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.

6. Discipline Review Committee. The City recognizes the right of the F.O.P. Lodge #164 to create a Discipline Review Committee. Whenever F.O.P. Lodge #164 feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined employee's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined employee, agrees to provide to such a committee of three (3) peers 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 employees participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any employee at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined employee's rights to due process either under this contract or any other applicable laws, rules or regulations.

7. 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).

8. Parking for Night Shift Personnel. The City will provide up to two parking spaces at the west side of the Municipal Building which is designated for night shift dispatch personnel.

9. During the period of the contract, Employees serving as a certified trainer for new hires will receive new hire trainer pay in the amount of One Dollar (\$1.00) per hour so long as the Employee is certified.

ARTICLE XX
Term of Agreement

This agreement shall commence January 1, 2013, and shall continue in full force and effect until December 31, 2015, 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 XXI
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 XXII
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 employees and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately.

ARTICLE XXIII
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 Employee 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 employee mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

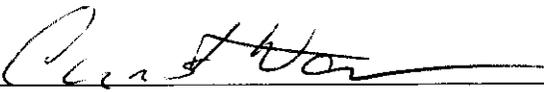
Should any provision of the agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

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

ACCEPTED:

Non-Commissioned Police
Department Employees

City of Oxford



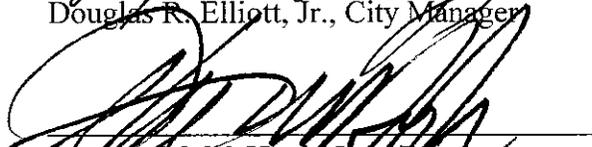
President



Douglas R. Elliott, Jr., City Manager



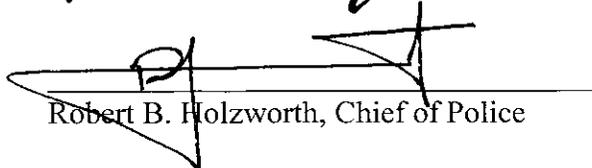
Secretary/Treasurer



Stephen M. McHugh, Law Director



Timothy R. Evans, Legal Counsel



Robert B. Holzworth, Chief of Police

February __, 2013

APPENDIX A
WAGE SCHEDULE

Employees will be paid bi-weekly in accordance with the following schedule:

ALL EMPLOYEES WITH 36 MONTHS SERVICE IN POSITION

<u>Contract Year</u>	<u>Salary</u>
January 1, 2013 to December 31, 2013	
Police Records Specialist	\$46,015 annual (\$22.13 hr.)
Public Safety Assistant	\$45,985 annual (\$22.11 hr.)
Pubic Safety Communications Officer	\$46,015 annual (\$22.13 hr.)

ALL EMPLOYEES WITH LESS THAN 36 MONTHS SERVICE DURING CONTRACT

With 0-12 Mos. Service	80% of applicable rate above
With 13-24 Mos. Service	90% of applicable rate above
With 25-36 Mos. Service	100% of applicable rate above

P.E.R.S. "PICK-UP" PLAN

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

SHIFT DIFFERENTIAL

During the period of this contract, Employees working 1700 hours to 0700 hours will receive a shift differential pay in the amount of \$0.55 per hour.

WAGE REOPEN

This contract shall be subject to a wage reopener on or about September 1, 2013 for the calendar years 2014 and 2015. If at any time during 2013 the Bargaining unit deems the City has given wage increases to City employees not a member of this Bargaining Unit, and excluding Police Patrol Officers, Police Supervisors, new hires, promotions or those employees entitled to step increases, than in that situation the Bargaining Unit may request to reopen the contract sooner than September 1, 2013 for the purpose of seeking the pay increase given to other non excluded City employees.

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 #164 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge #164 from the undersigned. This authorization shall be effective from January 1, 2013, and shall continue in full force and effect until December 31, 2015, 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 #164 and may make said deductions in the time and manner requested by F.O.P. Lodge #164 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge #164. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Employees and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge #164.

Signature of Employee

Dated: _____

APPENDIX D
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE: _____

PERTINENT FACTS: _____

REMEDY OR ADJUSTMENT SOUGHT: _____

Signature of Grieving Employee: _____

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 164.)

If additional space is necessary, please attach additional sheets.

APPENDIX E
ACCRUED SICK LEAVE AS OF DECEMBER 31, 2009

<u>NAME</u>	<u>ACCRUED HOURS</u>
Chris Warren	275.00
Cindy Blevins	75.25
Katherine House	317.25
Joanne Handley	1,005.65



April 2, 2013

State Employment Relations Board
65 East State Street
12th Floor
Columbus, Ohio 43215-4213

RE: CONTRACT

Dear Sir:

Enclosed is a copy of the signed contract between the City of Oxford and The Non-Commissioned Police Department Employees.

The contract covers the period from January 1, 2013 - December 31, 2015.

Should you have any questions, please feel free to contact me at 513-524-5210.

Sincerely,

A handwritten signature in cursive script that reads "Donna Heck".

Donna J. Heck
Human Resources Director

Enclosure: