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CONTRACT

Between

THE CITY OF OXFORD

And

THE OXFORD POLICE  
SERGEANTS AND LIEUTENANTS

FOP LODGE 38

January 1, 2014 – December 31, 2016

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This agreement, made and entered into on the 21<sup>st</sup> day of May, 2014, in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Fraternal Order of Police, Lodge 38, hereinafter called "Police", has as its purpose the promotion of harmonious relations between the City and the Police, the formalization of the complete agreement between them on all matters pertaining to wages, hours or terms and other conditions of employment, and the establishment of an equitable and peaceful procedure for the resolution of differences which may arise concerning those matters.

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

#### ARTICLE I Recognition

The Fraternal Order of Police, Lodge 38, is recognized as the exclusive representative for collective bargaining purposes for all full-time Sergeants and Lieutenants of the City of Oxford Police Division as established by certification granted by the State of Ohio State Employment Relations Board, dated March 26, 2002, more specifically referred to as Case No. 1-REP-10-0244. The term "Police" when used in this agreement refers only to those employees, individually and collectively, included within that certification.

#### ARTICLE II Dues Deduction

The City agrees to deduct and remit to the Police periodic dues, initiation fees, and assessments of members of FOP Lodge 38 upon presentation of written deduction authorization by the employee. It is agreed that the written deduction authorizations specified shall be irrevocable for the term of this agreement and that said authorizations shall stipulate that the same is irrevocable for the term of this agreement and that thereupon the City will treat the same as irrevocable during the term of this agreement irrespective of any attempts to negate said authorizations. Should any member of the bargaining unit not become a member of FOP Lodge 38 within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Police as to the facts, will deduct a fair share from said member's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Police agree that any such fair share supervisor will be fully represented by the Police the same as if he or she were a member of the Police and will be entitled to attend and participate in meetings of the bargaining unit and will be entitled to vote on the contract with the City as well as any and all contract matters or provisions in the same manner as are members of the FOP Lodge 38.

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

#### ARTICLE III Salary

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

ARTICLE IV  
Work Day and Work Period

1. The normal work day shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period, except that those supervisors assigned to special duty shall have a normal work day consisting of eight (8) consecutive hours of work inclusive of the thirty (30) minute meal period. All new hires after January 1, 2005 will be subject to a change in work period schedule implemented by the Chief changing their normal work day from ten (10) consecutive hours of work inclusive of breaks to either eight (8) consecutive hours or ten (10) consecutive hours at such time as the Chief finds the change will benefit the efficiency of the Police Department.
2. The normal work week shall be forty (40) hours per one week pay period.
3. A one week pay period begins at 7:00 a.m. on Monday and ends one hundred sixty eight (168) hours later.
4. A day begins at 7:00 a.m. and concludes twenty four (24) hours later.
5. While remaining on duty and in communication with the Dispatcher's office, a police supervisor shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; supervisors working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day.
6. Within thirty days of both parties accepting this contract, the City will provide a schedule through December 31, 2005. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the current calendar year. Nothing herein shall restrict the rights of the City to change the schedule in accordance with the terms of this contract and the law.

ARTICLE V  
Overtime

1. Overtime is defined as any time worked in excess of forty (40) hours during any one week pay period, but excluding any excess hours spent on jury duty. Said forty (40) hours 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.

When directed to work overtime by the Chief of Police, a police sergeant or lieutenant will be compensated for hours actually worked at a rate of one and one-half (1-1/2) times the supervisor's normal salary rate. Said compensation for sergeants and lieutenants is applicable to any hours worked in addition to the forty (40) hours of straight-time compensation for any one week pay period.

Compensation for overtime as provided above, except as noted, for either lieutenants or sergeants will be in the form of pay or compensatory time off at the sole and exclusive election and option of the City, provided further that no police supervisor shall be permitted to carry over more than forty (40) hours compensatory time from one calendar year to the next calendar year. Compensatory time shall be taken as additional vacation subject to the approval of the supervisor's supervisor. Additional rules and restrictions on the accumulation and use of compensatory time shall be as agreed by the parties' Labor Management Committee and approved by the City Manager.

2. A supervisor who is called back to duty following the termination of the supervisor's normal work day and three (3) or more hours prior to the commencement of the supervisor's next normal work day shall receive credit for a minimum of two (2) hours overtime for such call-in.
3. A supervisor 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 supervisor's duties and actions as an Oxford police supervisor, if not on duty at such time, shall receive credit for a minimum of three (3) hours overtime. Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

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

4. A police lieutenant shall be compensated for overtime, at a rate one and one-half (1-1/2) times the supervisor's normal salary rate, for voluntary elective enforcement assignments and will be equally eligible for such special duty assignments. Any off-duty police lieutenant assigned overtime by the Chief of Police to work the north end detail, in addition to his normal work week, shall be paid overtime at a rate one and one-half (1-1/2) times the supervisor's normal salary rate for all overtime hours worked on the north end detail. The north end detail is that special detail authorized by the Chief of Police to deploy massive police manpower in the north end of the City in the fall when the students return to the community and in the spring as required and directed by the Chief of Police.

5. 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 supervisors in an attempt to fill the slot on a volunteer basis. A supervisor shall have the right to tentatively refuse such overtime if he has personal plans and makes them known to the City. However, if the City is unable to fill a slot on a volunteer basis, the City will have the right to order a supervisor to work the required overtime.

6. When it is determined by the Chief of Police that it is necessary to require a supervisor to work overtime, overtime will be allocated to supervisors in accordance with the following procedures. When it is necessary to call in a supervisor due to the absence of a supervisor, the overtime shall first be offered to supervisors in accordance with these procedures.

A. Coverage for partial shift, i.e., 0300 to 0700 or 1700 to 2100 (when the partial shift is caused by a scheduled supervisor taking time off resulting in no supervisor being scheduled to work):

1) Shift coverage overtime shall be offered to the supervisor(s) working the shift prior to the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

2) If the supervisor(s) working the shift prior to the overtime decline the overtime, it shall be offered to the supervisor(s) working the shift immediately following the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

3) If the above supervisors decline the overtime, then it shall be offered to supervisors not working, being offered first to all of the sergeants and then to the lieutenants.

4) Whenever two supervisors of equal rank are to be offered overtime under any of the above procedures, the overtime shall be offered first to the one with the lowest overtime balance.

B. Coverage for an entire shift (when the vacancy is caused by a scheduled supervisor taking time off resulting in no supervisor being scheduled to work):

1) The shift shall be divided in half, with the first half being offered to the supervisor(s) working the shift prior to the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

2) The second half of the shift will be offered to the supervisor(s) working the following shift, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

3) If the above supervisors decline the overtime, then it shall be offered to supervisors not working, being offered first to all of the sergeants and then to the lieutenants.

4) Whenever two supervisors of equal rank are to be offered overtime under any of the above procedures, the overtime shall be offered first to the one with the lowest overtime balance.

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

C. Overtime balance:

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

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

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

E. Call out overtime hours:

When specialized supervisory skills are required, the Chief of Police will determine who shall be called out.

F. Assignments:

1) The overtime balance sheets will be maintained for one calendar year.

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

3) If two supervisors have the same overtime balance, the overtime will be offered first to the supervisor with the longer length of service.

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

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

6) All shift coverage overtime necessitated by the absence of a supervisor will be offered to a supervisor of the same rank before being offered to any other supervisor.

## ARTICLE VI Temporary Assignments

If a bargaining unit member is appointed/assigned in writing to an acting position by the Director of Safety or by the Chief of Police with the approval of the Director of Safety, the bargaining unit member shall, after one (1) day, receive additional compensation at the starting salary for that position. To qualify<sup>1</sup> for such assignment, a supervisor must meet the eligibility requirements for the promotional exam for lieutenant or chief and have achieved an average or above average overall rating on the supervisor's most recent performance evaluation.

ARTICLE VII  
Holidays

1. For purposes of determining holiday pay, police shall be entitled to fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25); undesignated holidays are the employee's birthday and six (6) personal absence days. Upon the approval of the supervisor's supervisor, the employee on die supervisor's birthday may take the day off or take it at a later date in the same year. Police supervisors scheduled to work on a designated holiday may with the supervisor's approval choose not to work on that holiday. No shift trades will be allowed on designated holidays, and those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal rate for the hours worked, including overtime pre-approved by the supervisor's supervisor. 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 a supervisor does not work a designated holiday, the supervisor 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. Supervisors 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 supervisor shall lose holidays because his/her request for specific days off was not approved.

2. Notwithstanding the above, Supervisors who generally work an eight (8) hour shift, and who are scheduled to work a ten (10) hour shift during a holiday week (but not the holiday) shall accrue the holiday at ten (10) hours.

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

4. Employees who work a holiday shall not take time off for the holiday at a later date but will be permitted to bank the straight time hours for payment at a later date of the employee's choosing. The number of hours banked will be the actual number of hours worked on the designated holiday.

5. Supervisors wanting to bank the straight time hours for payment at a later date must notify payroll personnel in writing a minimum of fourteen (14) days prior to the holiday and this election is irrevocable. Banked holiday hours shall not be added to the normal forty (40) hour work week for the purpose of determining overtime.

ARTICLE VIII  
Vacation

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

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

Vacation credited but unused by the following anniversary date of the employee may be carried forward up to a maximum of four (4) working days, or forty (40) hours, whichever is greater.

Any supervisor 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 supervisor's normal rate for any hours actually worked.

A supervisor may turn in up to eighty (80) hours of accrued vacation for pay, provided that such supervisor has used at least forty (40) hours of vacation time in the preceding 52 week period. A supervisor planning to turn in vacation for pay shall notify the City in writing no later than September 15<sup>th</sup> of the current year. This declaration is non-binding; however, failure to submit said declaration renders a supervisor ineligible to turn in vacation for pay for the subsequent year.

## ARTICLE IX Leaves

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

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

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

## ARTICLE X Sick Leave and Recuperative Leave

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

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

B. Sick leave may be used by a supervisor when a supervisor is unable to report to work due to a bonafide quarantine of a contagious condition afflicting a member of the supervisor's household. The annual limit noted above shall not apply in such cases.

C. A supervisor may also use a day of sick leave when the supervisor cannot come to work due to snow conditions and when the supervisor's supervisor has determined that snow conditions prevented the employee from reporting for work.

2. Sick Bonus.

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

3. Recuperative Leave. A police supervisor who is disabled to the extent that the supervisor 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 the supervisor's 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 the supervisor's 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 excluding any monies received from personal insurance policies the premiums for which have been paid personally by the individual supervisor. The police supervisor shall make application for "temporary total" disability compensation under the Workers' Compensation Law of Ohio, provided that where the disability is of a type or nature which will prevent the police supervisor from returning to full police duties, the employee shall mandatorily apply for such available benefits of said funds or money that may accrue to the supervisor and be payable from the Police and Firemen's Disability and Pension Fund. The City Manager shall cause the employee to be examined by a physician of the City's choice to determine the extent of the disability and may require subsequent examinations during the period of disability. In no case will the City pay a recuperative leave allowance for any period of time in excess of the "temporary total" disability time as determined and awarded by the Ohio Bureau of Workers' Compensation. For purposes of eligibility for the Sick Leave Bonus in paragraph 1C, above, the use of sick leave for recuperative leave purposes as set forth in that paragraph shall not act to disqualify an employee who is otherwise eligible for a sick leave bonus.

4. 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 the supervisor's application to return to work.

ARTICLE XI  
Life and Health Insurance

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

2. Health Insurance.

A. If during the 2014 Contract year the balance in the Employee Benefits Fund ends the month with an ending balance of One Hundred Fifty Thousand Dollars (\$150,000.00) or less, the City shall have the right to raise the monthly contribution of the Police members to an amount up to twelve percent (12%).

B. If during the 2015 Contract year the balance in the Employee Benefits Fund ends the month with an ending balance of One Hundred Fifty Thousand Dollars (\$150,000.00) or less, the City shall have the right to raise the monthly contribution of the Police members to an amount up to fourteen percent (14%).

C. If during the 2016 Contract year the balance in the Employee Benefits Fund ends the month with an ending balance of One Hundred Fifty Thousand Dollars (\$150,000.00) or less, the City shall have the right to raise the monthly contribution of the Police members to an amount up to fifteen percent (15%).

D. Should during the term of the Contract the monthly balance of the Employee Benefits Fund equal or exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for three (3) consecutive months following an increase as provided for in this section, only then in such case shall the City and Police representatives convene the Health Insurance Advisory Committee to discuss possible adjustments to the benefits or adjustments to the monthly costs paid by Police employees. In all other situations the convening of the Health Insurance Advisory Committee shall be as per the Contract.

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

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

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

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

ARTICLE XII  
Longevity Pay

1. Police supervisors longevity pay will be rolled in to the base salary each year pursuant to the following schedule. The amount of longevity pay is not subject to COLA increases.

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

2. A police supervisor not actively employed on his/her anniversary date shall not be eligible for longevity pay. Supervisors separating prior to their annual anniversary date will be required to repay their longevity pay received since their last anniversary date.

ARTICLE XIII  
Uniforms and Cleaning

1. If the City should decide to change all or part of the standard uniform, the City will purchase the initial annual supply of new items for each supervisor except when the change in the uniform was made at the request of the police supervisors.
2. Effective January 1, 2014, the officers will receive a uniform and cleaning allowance of eight hundred fifty dollars (\$850.00) for each year of this contract to purchase required and necessary uniforms and equipment. The Detective Sergeant and administrative supervisors, as determined by the Chief of Police, in recognition that they must maintain a formal uniform and plain clothes, will receive an additional one hundred and fifty dollars (\$150.00) for each year of this contract. The uniform and cleaning allowance will be paid separately from each officer's regular pay and the City will provide a separate paystub detailing the uniform and cleaning allowance only.
3. By January 1<sup>st</sup> of each year, each officer will provide the City with a spreadsheet detailing the uniform items purchased and/or professionally cleaned in the prior calendar year.
4. Special assignment such as motorcycle, bike, and equine patrol will be supplied uniforms on a replacement basis for required items as approved by the Chief of Police.

ARTICLE XIV  
Training Reimbursement

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

1. The expenses for permanent, full-time police sergeants and lieutenants 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 rates and under 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.
  - C. Other incidental expenses as approved in advance by the Chief of Police (when appropriate the Chief of Police may authorize a per diem to cover such expenses).
2. For training day(s) outside the City and Oxford Township, the City will attempt to schedule police supervisors so that attendance at such training as well as related travel time will coincide with the supervisors normal work week.
3. For training day(s) (including in-service or range training) within the City or Oxford Township, normal compensation rules apply. Supervisors shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Supervisors 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 supervisors. The grieving supervisor may, at Steps 2 and 3 below, bring a grievance representative. The representative selected by the grieving supervisor(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 supervisor's choice.
- D. Any other person of the grieving supervisor's choice.

3. Time Limitations.

The grieving supervisor shall bring the grievance to the Chief of Police at Step One below, within two (2) working days of its occurrence; or if at the time the supervisor is unaware of the grievance, within two (2) working days of the supervisor's 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.

4. Steps.

Step One. The grieving supervisor shall submit the grievance in writing on a form provided by the City (see Appendix B) to the Chief of Police. 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 supervisor. The Chief of Police shall meet with the grieving supervisor(s) within five (5) 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 supervisor.

Step Two. Should the grieving supervisor not be satisfied with the response the supervisor received in Step One within three (3) working days after the supervisor's receipt thereof, the grieving supervisor 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 the Manager's 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 a decision thereon in writing within twenty (20) working days after the meeting with the grieving supervisor. 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 supervisor. Such a default will not be binding on either party as to future grievances.

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

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

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

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

#### ARTICLE XVI Special Duty Employments

Police sergeants and lieutenants may work for private employers during off-duty hours while wearing City of Oxford uniforms and using City supplied equipment provided permission has been obtained from the Chief of Police. The procedure for handling requests from private employers and for establishing the rates to be charged shall be as set forth in the City's contract with police supervisors below the rank of sergeant effective at the time of such special duty employment. Hours worked for private employers during off-duty hours shall not be included in determining eligibility for overtime pay or any other City benefits, rights or privileges.

#### ARTICLE XVII Professional Liability Insurance

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

#### ARTICLE XVIII Investigation of Supervisors

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police supervisors and, pursuant to the Charter, to investigate complaints or charges made by officials, supervisors or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of police supervisors at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which, and to the extent provided by law, only the City Manager, Chief of Police, Law Director, or the police supervisor 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 supervisor of the City of Oxford, makes a complaint about a police supervisor, said complaint shall be in writing, signed by the individual making the complaint, before a notary public or other person authorized by law to administer oaths. The form for the complaint shall specifically inform the individual making the complaint that he or she shall be subject to the penalties provided in Section 2921.13 for Falsification. Said complaint shall be forwarded to the Chief of Police who shall, if necessary, undertake an investigation. Said investigation shall

proceed by the Chief of Police appointing a supervisor or supervisors or other agents as the City deems necessary. Any supervisor being investigated, before he is required to answer any questions or make any response in writing, shall be allowed to examine a copy of the complaint and to consult with a representative of his choosing. No disciplinary action will be taken based on charges not included in the written complaint. At the end of said investigation the Chief of Police shall issue a written report concerning the findings of the investigation, and give a copy of said report to the supervisor.

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

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

#### ARTICLE XIX Management Conferences

In the interest of furthering harmonious relations, police sergeants and lieutenants may from time to time request a joint meeting with the Chief of Police and the City Manager. Such meetings shall be arranged in advance and will convene at a time convenient to all 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.

#### ARTICLE XX Miscellaneous Provisions

1. Off-Duty Employment. A supervisor 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. Off-Duty Pay. Authorization to engage in all special duty employment originates with the City and any procedure approved by the Chief of Police shall be fair and equitable to all sworn personnel, regardless of which bargaining unit or bargaining agent they are affiliated with.

3. Residence. All supervisors shall reside within a twenty (20) mile radius of the Oxford Police Headquarters. This limitation shall not preclude any residence in Butler County, Ohio.

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

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

6. **Weapon and Badge.** Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring police supervisor the supervisor's duty weapon and two uniform badges.

7. **Light Duty.** In the sole discretion of the Chief of Police, a supervisor whose physical/medical condition prevents the supervisor from performing the supervisor's normal work assignments may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.

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

9. **Discipline Review Committee.** The City recognizes the right of the F.O.P. Lodge 38 to create a Discipline Review Committee. Whenever F.O.P. Lodge 38 feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined supervisor's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined supervisor, 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 supervisors participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any supervisor at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined supervisor's rights to due process either under this contract or any other applicable laws, rules or regulations.

10. **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).

11. The City shall have the right to use auxiliary supervisors to support and assist members of this bargaining unit. The auxiliary supervisors will not be used to patrol separate and apart from a member of the bargaining unit. Auxiliary supervisors will not be used when the primary impact of their usage is to eliminate overtime opportunities for the bargaining unit members. Auxiliary supervisors shall have similar police supervisor training and similar employment testing as required of entry level Oxford Police Supervisors.

#### ARTICLE XXI Term of Agreement

This agreement shall commence January 1, 2014 and shall continue in full force and effect until December 31, 2016 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 the agreement.

#### ARTICLE XXII Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment, and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending, and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the

establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this agreement to members of the bargaining unit individually or collectively.

#### ARTICLE XXIII

##### No Strike

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

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

#### ARTICLE XXIV

##### Modification

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

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

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

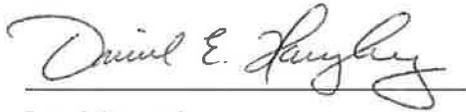
Fraternal Order of Police

City of Oxford



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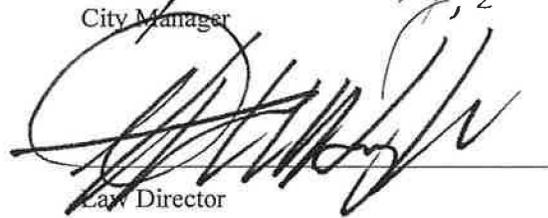
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Legal Counsel



City Manager



Law Director



APPENDIX A  
SALARY SCHEDULE

Sergeants and lieutenants will be paid biweekly in accordance with the following annual salary schedule:

Sergeants and Lieutenants wages will increase as follows: 2% effective January 1, 2014; 2% effective January 1, 2015; and 2% effective January 1, 2016.

<u>Contract Year</u>	<u>Salary</u>
PAID FROM:	
<u>January 1, 2014 to December 31, 2014</u>	<u>\$76,626</u>
<u>January 1, 2015 to December 31, 2015</u>	<u>\$78,159</u>
<u>January 1, 2016 to December 31, 2016</u>	<u>\$79,722</u>

LIEUTENANT

Lieutenants' pay rate shall be fifteen percent (15%) above the rate paid to Sergeants as set forth above.

ALL NEW POLICE SUPERVISORS DURING THE CONTRACT PERIOD

Starting Salary	92.5% of applicable rate for present supervisor
After Six Months In Grade	96.25% of applicable rate for present supervisor
After Twelve Months In Grade	100% of applicable rate for present supervisor

Shift Bonus

1. Beginning January 1, 2005, One Thousand Four Hundred Dollars (\$1,400.00) per year will be paid to sergeants regularly assigned only to 2nd and 3rd shifts. The bonus will be paid quarterly (\$350.00), and will be paid to all sergeants provided that they worked or were scheduled to work at least 50 percent of 2nd and 3rd shifts during the quarter. This bonus will not be added to overtime or other hourly calculations.
2. The above Shift Bonus shall be paid in twenty-six (26) equal payments with the supervisor's regular payroll check, with the hourly rate adjustment based on the supervisor meeting the eligibility threshold for the previous quarter.

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

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

MERIT PAY

If the City maintains a merit pay plan for other City employees after January 1, 1995, supervisors will be eligible for merit pay raises recommended by the Chief of Police and approved by the City Manager. If, for economic reasons, merit pay increases are not given or available to other City employees, supervisors will not be eligible for merit raises during this same period of time. Performance standards for merit pay purposes may be recommended by the Labor Management Committee to the Chief of Police. Merit pay issues are not subject to the grievance or arbitration procedures of this Agreement.

SHIFT DIFFERENTIAL

Commencing January 1, 2005, the Detective Sergeant shall be paid the shift differential of \$230 in twenty-six (26) equal payments over the course of the year.

APPENDIX B  
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE:

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PERTINENT FACTS:

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REMEDY OR ADJUSTMENT SOUGHT:

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Signature of Grieving Supervisor: \_\_\_\_\_

Date of Step One Submittal: \_\_\_\_\_

Date of Step Two Submittal: \_\_\_\_\_  
(Note: Step Two Submittal must include Step One Response.)

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

If additional space is necessary, please attach additional sheets.

APPENDIX C

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from the supervisor's payroll check such sums as are requested by the President and the Secretary of F.O.P. Lodge 38 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge 38 from the undersigned. This authorization shall be effective from January 1, 2014, and shall continue in full force and effect until December 31, 2016, and once signed and submitted to the City of Oxford by the undersigned shall be irrevocable. The undersigned further agrees that the City may deduct the amount or amounts requested by F.O.P. Lodge 38 and may make said deductions in the time and manner requested by F.O.P. Lodge 38 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge 38. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Police Sergeants and Lieutenants and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge 38.

Signature of Police Supervisor

Dated:

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