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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF HAMILTON, OHIO

AND

FRATERNAL ORDER OF POLICE
LODGE 38

CAPTAINS' UNIT

EFFECTIVE AUGUST 22, 2015 THROUGH AUGUST 31, 2018

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OPENING CLAUSE - CITY OF HAMILTON and FOP (Captains' Unit)

This Agreement, dated this 2nd day of August, 2016, by and between the City of Hamilton, Ohio (the "Municipality," "City" or "Employer"), and Fraternal Order of Police, Lodge 38, Captains Unit, (the "Union").

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Hamilton and to set forth herein their agreement covering wages, hours, and conditions of employment; and

WHEREAS, the parties desire to achieve and maintain a satisfactory and stable labor- management relationship, and to provide for the peaceful and equitable adjustment of differences which may arise.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union, Fraternal Order of Police, Lodge 38, as the sole and exclusive representative for purposes of collective bargaining concerning wages, hours and terms and conditions of employment of a unit of the Employer's permanent, sworn, full-time Police Captains but excluding employees in other bargaining units.

Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in this Article, Paragraph 1, hereof.

ARTICLE 2. DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITIES

Neither the Employer nor the Union shall discriminate against, or in favor of, any Employee in a manner which would violate applicable law on account of race, color, religion, creed, national original, sex, age, or handicap.

Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by any Employee. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or non-

membership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in any other capacity on behalf of the Union, provided that such activity does not otherwise violate this Agreement or applicable law.

Both the CITY and FOP 38 recognize their respective responsibilities under applicable federal, state and local laws and Executive Orders relating to equal employment and civil rights and each, both separately and as joint parties to this contract, do hereby agree to support those.

ARTICLE 3. DUES DEDUCTION, FAIR SHARE FEE

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

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

A. FOP will provide CITY with at least two (2) calendar weeks' advance notice of any change in dues. Such notice will be in writing.

B. CITY's remittance will be deemed correct if FOP 38 does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons therefor, that the remittance is incorrect.

C. FOP 38 shall indemnify and hold CITY harmless from any and all claims and forms of liability, including costs and attorney fees incurred by the Employer in defending against any such claim arising out of the Employer's deduction from Employees' pay of union dues. The Union assumes full responsibility for the disposition of the funds so deducted, once the funds have been sent to the Union.

D. The Union shall pay the Employer an annual service fee of sixty dollars ($60) in December of each year to reimburse the Employer for the expenses related to the deduction and remittance of dues.

Section 2. Fair Share Fee

A. All employees within the bargaining unit who elect not to join the Union shall pay to the Union an amount of money known as the Fair Share Fee to reimburse FOP 38 for the costs of representation for the purposes of collective bargaining and for no other purpose, consistent with Ohio Revised Code, Section 4117.09. The Treasurer of the Union shall certify to the CITY the amount of the Fair Share Fee and that the fee is to reimburse

FOP 38 for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by FOP 38, the CITY shall automatically and without requiring further authorization, deduct that amount from the pay of each employee obligated to pay the fee and remit the fee to FOP 38 in the same manner as dues.

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

B. FOP 38 shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to both federal law and Ohio Revised Code, Chapter 4117.

C. Employees having religious objection to payment of said Fair Share Fee are subject to the provisions for exemption contained in Ohio Revised Code, Section 4117.09.

D. FOP 38 will provide the CITY with at least thirty (30) calendar days advance notice of a pending increase in dues.

E. The CITY's remittance will be deemed correct if FOP 38 does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.

F. FOP 38 agrees to indemnify and hold the CITY harmless against any and all claims or forms of liability arising out of its deduction from an employee's pay of FOP 38 dues, fees, or assessments. FOP 38 assumes full responsibility for the disposition of the deductions so made once they have been forwarded by the CITY.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, the Employer hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer by the laws and the Constitution of the State of Ohio including but not limited to their exclusive right and responsibility:

A. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, subcontracting, and organizational structure;

B. to direct, supervise, assign, reassign, schedule, evaluate, hire, discipline,

suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

C. To maintain and improve the efficiency and effectiveness of the Employer's operations;

D. to determine the overall methods, process, means, or personnel, internal and external, by which the CITY's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed.

E. to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

F. to determine the overall mission of the CITY as a unit of government including the individuals served by the CITY and the services provided;

G. to effectively manage the work force;

H. to determine the hours of work and work schedules;

I. to determine the duties to be assigned to all bargaining unit job classifications;

J. to take actions to carry out the mission of the CITY as a governmental unit.

It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the CITY.

Section 2: The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Employer may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

The following rules apply regarding promotions:

ARTICLE 5. PROMOTIONAL EXAMINATIONS

Section 1. Eligibility and Service:

A. When a vacancy occurs in the promoted rank of Police Chief, no person shall be eligible to take the examination unless he or she has served in the rank of Captain for twelve (12) months prior to the actual date of the

examination. Provided, in those cases where there are less than two persons who have served twelve (12) months in the rank of Captain prior to the actual date of the examination who are willing to take the examination, the twelve month's service requirement shall not apply. If the non-application of the twelve (12) month service requirement to persons in the rank of Captain does not produce two individuals eligible and willing to compete, then the same method shall be followed by going to successively lower ranks until two (2) or more persons are eligible and willing to compete in an examination for the vacancy. In the event this process of searching successively lower ranks reaches the rank of Police Officer, the forty-eight (48) month service requirement applies, provided in those cases where such application still fails to produce two (2) persons who are eligible and willing to compete, said forty-eight (48) month service requirement does not apply. In the event two (2) persons are unwilling to compete for such examination, then the one (1) person who is willing to compete shall be appointed to fill the vacancy after passing a qualifying examination.

Section 2. Efficiency:

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

Section 3. Eligibility Lists:

A. All Promotional Lists shall stay in effect for a two (2) year period unless all individuals on the list have been certified for promotion.

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

Section 4. Protest Period: Notwithstanding Ohio Revised Code, Section 124.44, the FOP 38 and the CITY hereby establish certain basic conditions for a Protest Period following any promotional examination.

A. After a promotional examination has been held and prior to the grading of such examination there shall have a period of five (5) days, exclusive of Saturdays, Sundays, and holidays, to inspect the questions, the rating keys or answers to the examination.

B. Each candidate may file any protest he may deem advisable. Each protest shall contain written evidence of the validity of the claim, must be on forms

provided in the Office of Civil Service, and must contain the remedy being requested. These protests shall be in writing and shall remain anonymous to the commission.

There shall be some list available to all, during this inspection period, which shows those questions which have been contested.

The Chief of Police and/or the Safety Director of the City shall have the right to also inspect the questions, the rating keys or answers to the examination and the same right to file a written, anonymous protest to the examination as is provided to candidates.

C. All protests with respect to rating keys or answers shall be determined by the commission within a period of not more than forty-five (45) days, exclusive of Saturdays, Sundays, and holidays, following the conclusion of the protest period and its decision shall be final. If the commission finds an error in the rating key or answer, it shall publish a revised rating key on the next work day following its finding of such error or errors. The revised rating key or answer shall then be available to participants for a period of five (5) days, exclusive of Saturday, Sundays, and holidays, subsequent to such determination of error.

D. After the grading of such examination papers, any participant in the examination who deems his examination papers have been erroneously graded, shall have the right to appeal to the commission, and said appeal or appeals shall be heard by the commission.

E. The commission's decision regarding protests is final.

Section 5. Examination Content and Notice:

A. For examinations for Chief, the Training Committee shall provide at least three (3) potential rank specific source materials appropriate to the upcoming examination to the Director of Civil Service and Personnel not less than sixty (60) days following the creation of any vacancy in the Chief's rank. If said list of potential source materials is not provided within this time frame, the Director of Civil Service and Personnel shall have full discretion to select materials without training committee input.

B. The bibliography for the promotional examination for the promoted rank of Chief shall be published not later than one-hundred twenty (120) days following the creation of any vacancy in the Chief's rank. The promotional examination for the rank of Chief shall be administered no sooner than forty-five (45) days after the publication of the bibliography for the promotional test for the rank of Chief, and no later than sixty (60) days after the publication of the bibliography for the promotional test for the rank of Chief.

Section 6. Exclusion from Arbitration:

A. The sole and exclusive remedy for challenge of any test question, issue test eligibility, or test-related matter shall rest with the Civil Service Commission, which body shall apply the language contained within this article and subject to its own procedures and appeals therefrom by law.

B. No grievance may be filed in relation to such issues unless the Civil Service Commission has acted in a manner clearly contrary to this article.

ARTICLE 6. WAGES

Section 1.

Effective from the beginning of the pay period that includes September 1, 2015, wages, as set forth in Appendix A hereto, shall reflect the following rank differential: The maximum pay for Captain shall be 15% above the top rate of pay for Lieutenant. The parties hereto further agree that any wage adjustment that is required by this provision as a result of a wage percentage negotiated on behalf of Fraternal Order of Police, Lodge 38 (Rank and File Unit) shall be made for members of this Unit upon the same dates applicable to the Rank and File Unit.

By the second regular payroll date subsequent to the execution of this Agreement, unit members will receive a lump sum payment of $600.00, less applicable taxes and withholdings.

Beginning with the pay period that includes January 1, 2016, an increase of $.16 will be added to the hourly rate of all unit members in accordance with the Union agreeing to eliminate Article 23 Preferential Pay from the prior collective bargaining agreement. The elimination of the physical fitness and educational achievement preferential pays in the former Article 23 Preferential Pay will remain in effect from January 1, 2016 indefinitely.

The CITY will continue to "pick up" the employee's share of the pension contribution by means of the salary reduction method.

Section 2.

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

It is understood that each merit adjustment shall be premised upon defined standards of merit and not simply upon duration of service in a given step. The most recent Performance Evaluation Report form shall

be considered as well as information contained on the Personnel, Payroll change Notice.

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

Documented abuse of sick leave can result in reduction of merit.

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

Section 3.

Upon execution of this Agreement, the pay set forth in Article 15 Longevity in the prior collective bargaining agreement will be incorporated in Appendix A as step raises to reward years of service. Pay at Steps 7 through 11 in Appendix A shall not be considered merit-based and shall be based on the following percentages, utilizing the pay rate for the Police Officer classification in the Classification and Compensation Plan at Step 6:

Step	Years of Continuous Service	% of Stipulated Salary
7	5-7 years	2%
8	8-11 years	4%
9	12-15 years	7%
10	16-19 years	9%
11	20+ years	11%

The step raises at Steps 7 through 11 shall be effective beginning with the pay period next following the particular member's anniversary date.

ARTICLE 7. WORKDAY AND WORK PERIOD

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

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

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

Section 4: Effective as soon as practicable after July 1, 1990, a revised work schedule shall be implemented relative to those officers previously assigned to the modified 4/2 work schedule. The revision in said work schedule shall involve elimination of the

heretofore "modified 4/2 work schedule" in favor of all 4/2 work units in a 31-day cycle with rotating pass days.

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

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

ARTICLE 8. OVERTIME

Section 1: Overtime is defined as hours worked in excess of the normal workday or period as set by Article 7 of this agreement.

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

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

Section 4: Overtime shall be approved in advance by the Chief.

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

Section 6. Pyramiding of Rates:

In no event shall the overtime or premium pay provided under this policy be pyramided. Thus, if two (2) or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

Section 7. Travel Time:

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

Be paid at a regular straight time rate for any hours which are included within the officer's regular eight (8) hour work day; and

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

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

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

Section 8. Compensation for Hazardous Duty:

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

ARTICLE 9. HOLIDAYS

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

Unit members assigned to a 5/2 work schedule shall be eligible for a total holiday leave of one hundred forty-four (144) hours with pay per calendar year. Said holiday leave for unit members assigned to a 5/2 work schedule shall be composed of the following eight (8) hour leave tours with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, Employee's Birthday, (seven personal leave holidays and Martin Luther King Day as floating holiday).

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

Section 2: Holidays shall be scheduled in accordance with established division practices. Approval of holiday leave requests shall be conditioned upon the availability of adequate personnel.

Unit members who work on any of the following listed fixed-date holidays shall receive double- time pay for hours worked on those fixed-date holidays. The six recognized holidays are: New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 3: Employees who separate shall be eligible for a proration of the annual holiday leave benefit such that for each month or part thereof where the employee has worked fifteen (15) or more days of active service, the employee shall be eligible for one-twelfth (1/12) of the total holiday allowance.

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

Section 5: Holiday leave, as provided for herein, may be requested in increments of four (4) hours. Such requests shall be submitted in accordance with established Division practices for approval by the appropriate supervisor.

Section 6: Officers who are scheduled to work any of the six (6) defined premium holidays will be paid either three (3) times the regular rate of pay and will receive no time off for the holiday, or the officer, at his option with supervision approval, shall receive double time pay for the holiday worked and then an additional eight (8) hours off at some other date.

An officer called in on any of the six (6) defined premium holidays will be paid double time at the appropriate call-in hours.

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

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

Section 8: If additional holidays are granted to the Police Officer and Detective, unit, then the same benefit will be applied to this unit.

ARTICLE 10. SICK LEAVE

Section 1. Accrual:

Each unit member covered by this Agreement shall be entitled to a sick leave accrual of one and one-quarter (1.25) days or ten (10) hours for each month in which the employee has actively worked. Unused sick leave accumulation shall accrue.

Section 2. Administration:

A. Sick leave may be used only in accordance with the provisions of the sick leave policy as established by Administrative Directive 306, which may be updated from time to time.

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

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

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

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

Section 3. Special Provisions:

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

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

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

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

Eligibility for extended benefits is subject to the following provisions:

(1) Employee must have fully utilized his or her regular sick leave accumulation.

(2) Eligibility for extended or supplemental benefits requires a physician's certificate.

(3) In instances of work-related injury, extended sick leave benefits would not be applied when the employee is eligible to receive or is receiving loss of pay benefits under the Ohio Worker's Compensation Law.

(4) The provisions of this policy do not affect the City's right to initiate disability retirement.

(5) Monies for extended sick leave benefits are not payable upon retirement, death, or work-related fatality.

(6) For purposes of this benefit, maximum sick leave accumulations shall be limited to twelve hundred (1,200) hours.

Section 4. Line of Duty Injury:

Leave of absence with pay in the event of injury received in the performance of a police officer's duties shall be provided in accordance with provisions of Section 181.08, of the Codified Ordinances, of the City of Hamilton, Ohio, et. seq.; provided, however, that the officer is diagnosed and treated by a doctor on a preferred provider list of Workers' Compensation doctors approved by the CITY and that should a leave of absence due to injury extend beyond one hundred and twenty (120) calendar days, the affected employee shall not be entitled to accrue vacation or holiday pay or credit.

ARTICLE 11. HOSPITALIZATION, MEDICAL-SURGICAL COVERAGE

Section 1. The City shall provide a network plan of medical/hospital/surgical protection, to unit members in accordance with the recommendations of the Health Benefits

Committee.

The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction.

Section 2. Employee eligibility for medical/surgical/dental/ prescription care coverage shall commence on the employer's billing date of the month next following the completion of the employee's first thirty (30) days of employment.

Section 3. The Union agrees to participate in a Health Benefits Committee and to adhere to Committee recommendations of cost-saving administration of benefits suggestions made by the Committee.

Section 4. The Municipality will pay its portion of premiums for hospitalization/health care and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

Section 5. In those instances in which the City employs both spouses of the family unit, the City will provide only one (1) family plan of coverage and that plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

ARTICLE 12. GROUP LIFE INSURANCE

Section 1. CITY will arrange for a policy of group life insurance for unit members who have completed six months' service with CITY.

Section 2. The amount of life insurance coverage eligibility, up to a $50,000 maximum, shall be an amount equal to one times the employee's annual wage or salary as provided in the current Classification and Compensation Plan but rounded to the next lower one thousand dollar increment.

Section 3. If the employee's annual wage or salary increases, the amount of his or her insurance shall be redetermined on an annual basis in accordance with Section 2 above, effective July 15 next following the day of such increase in annual earnings.

Section 4. A double indemnity provision for accidental death and an accidental dismemberment clause will be provided.

Section 5. CITY will pay the total cost of the first ten thousand dollars ($10,000) coverage which shall be known as the noncontributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary, rounded to the next lowest one thousand dollars ($1,000) increment, as shown in the Classification and Compensation Plan, will be made available at a cost to the employee of fifteen cents ($0.15) per one thousand dollars ($1,000) in optional coverage per month.

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

Section 6. Unit members who retire on or after March 1, 1977 will be provided a maximum of four thousand dollars ($4,000) death benefit. The cost of said benefit for retirees shall be paid in full by CITY.

ARTICLE 13. VACATION

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

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

The maximum leave period will be thirty (30) workdays.

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

Section 2: When officers working the 5/2 or 4/2 schedule reach 17-18-19 years of service, they may elect to put the extra 8 hour vacation in 17th year, 16 hours in 18th year or 24 hours in the 19th year in the Compensatory Bank, if they do not have the maximum of 200 hours. These extra vacation hours then can be taken as compensatory time when scheduling permits and is approved in advance by the supervisor. Otherwise, officers will be paid in cash for the extra vacation hours.

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

Section 4: Vacation scheduling shall be subject to division scheduling practices and manpower needs.

In those instances wherein a unit member has accrued vacation eligibility, a maximum of fifteen (15) days of accrued leave may be taken, upon request and approval, on a one (1)

day leave basis; such usage shall be approved by the appropriate captain in advance. The scheduling of such vacation leave shall be contingent upon the availability of adequate personnel.

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

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

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

Section 6. Vacation Worked: An officer may, if he so chooses, be allowed to work his vacation or holidays and receive pay in lieu of time off for maximum of five (5) days per year with supervisory approval. An officer may also select, if he so chooses, to convert these same five (5) days of vacation or holidays per year in the compensatory bank if he does not have the maximum of two hundred (200) hours. A total of five (5) days per year shall be the maximum paid or converted to the compensatory bank, or any combination thereof, not to collectively exceed five (5) days maximum.

Pay for vacation or holidays worked shall be paid in the next pay period or on an overtime check. The employer shall not carry over any vacation or holiday time at the end of the calendar year. A total of five days of vacation or holidays will be the maximum paid. Pay will be at the double time rates for worked vacation or holiday days.

ARTICLE 14. CLOTHING ALLOWANCE

Section 1: Each unit member shall be entitled to a clothing allowance based upon the following schedule:

Captains -- $1000.00

The City of Hamilton, Ohio shall pay to each member on or about March 15 of each calendar year, that amount of money which has been agreed to in this section for uniform purchases in a given year. This payment will be issued by payroll check, with all applicable taxes and deductions taken. The Chief of Police shall authorize, in writing, the names of members and the amount(s) to which each is entitled for uniform purchase.

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

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

A. Items may be purchased from either a bid supplier or other vendor.

B. Items purchased must be in compliance with established applicable standards of the Division.

C. All items purchased shall be used by the officer in the performance of his or her work.

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

Section 2: The Chief of the Division shall make periodic inspections of uniforms and wearing apparel to members of the Division and shall order the members to purchase new uniforms and wearing apparel at the expense of the member if and when found necessary.

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

Section 3: CITY will, by bid contract, provide for the cleaning and pressing of certain uniform apparel to be limited to thirty (30) items per month at locations specified by the CITY. Such service will further provide for the mending and alteration of authorized apparel.

Section 4: A Special Compensatory Time Allowance shall be established with the following provisions:

A. Unit members assigned and working a schedule providing for five (5) consecutive workdays followed by two (2) pass days shall be eligible for a payment for this Special Compensatory Time Allowance.

   This Allowance shall consist of sixteen (16) additional hours of Special Compensatory Time per year. Use and conversion of that time shall be consistent with language contained elsewhere in this contract and in Police Division General Orders.

B. In the event of a schedule or assignment change from the modified 4/2 to a 5/2 schedule or vice versa, or as a result of promotion or for any hired or retiring personnel, the Special Compensatory Time Allowance shall be prorated on a monthly basis.

C. The Special Compensatory Time Allowance shall normally be added to the officer's leave balance at or near the beginning of each year. In the event that an officer changes schedule, or for any other reason does not work the full year, then prorating, and appropriate adjustment of leave balance, shall occur at the soonest possible time.

Section 5: A unit member who has at least fifteen (15) years of service shall, in his final year of service prior to retirement, be permitted to use a portion of his annual clothing allowance to purchase his issued firearm for fair market value from the designated vendor.

ARTICLE 15. FUNERAL LEAVE

Section 1:

A. In the event of death in the immediate family, a permanent unit member shall qualify for funeral leave with pay for up to three (3) consecutive workdays (24 hours) for participation in funeral services or arrangements.

B. For the purpose of this section, "immediate family" is defined as: spouse, child or stepchild, grandchild, parent, stepparent, grandparent, brother, sister, parents or stepparents of spouse, brother-in-law or sister-in-law, and grandparents of spouse.

Section 2:

A. Funeral pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

B. Eligibility is further conditioned upon submission by the employee of a certificate as to the purpose and validity of leave usage.

C. Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor and, if requested, the employee shall further submit proof of death and relationship.

D. Requests for funeral leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.

Section 3:

A. In the event of the death of an employee's relative and not in the immediate family, as defined above, leave time with pay up to one eight (8) hour workday may be taken for funeral purposes. No more than twenty-four (24) hours may be taken in any one (1) calendar year as funeral leave in keeping with this section.

B. In the event a unit member should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credits, with the approval of the supervisor.

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

Section 5: In addition to funeral leave, in the event of the death of a spouse and/or a child of the employee, two (2) days' sick leave may be used by the employee as additional bereavement leave.

ARTICLE 16. ACTING OFFICER COMPENSATION

Section 1: A person temporarily performing the duties of an officer in an acting capacity shall receive acting pay for the next higher rank after three (3) consecutive working days in that position for a maximum of sixty (60) days when approved in advance by the Chief of Police.

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

ARTICLE 17. COMPENSATION FOR POLICE OFFICERS FOR COURT APPEARANCES

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

Section 2: The above sections shall not apply where the officer is on duty.

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

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

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

are required to remain past their regularly scheduled hours shall be paid at 1½ x for actual hours worked past the regular ending time if subpoenaed by the City.

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

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

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

ARTICLE 18. SHORT TERM MILITARY LEAVE

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

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

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

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

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

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

ARTICLE 19. ATTENDANCE INCENTIVE AWARDS

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

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

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

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

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

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

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

Section 6: An absence from work due to a duty-related injury or illness for which an employee receives Workers' Compensation benefits or injury leave pay pursuant to ordinance provisions shall not be considered an absence for purposes of these sections.

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

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

of duty.

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

ARTICLE 20. UNEMPLOYMENT COMPENSATION

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

ARTICLE 21. DISCIPLINE AND RESPONSIBILITY

Section 1. Disciplinary Procedure

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

Section 2. Expungement

A. After twelve (12) months from the date of issue, any and all verbal or written letters of counseling and any associated documentation shall not be considered in subsequent determination of appropriate disciplinary action so long as no additional discipline is incurred within the time frame listed. Such documents will be purged by the CITY from all employees' personnel files, consistent with the Ohio Public Records law and the Hamilton Records Commission, upon the employee's written request.

B. After twenty-four (24) months from the date of issue, any and all written reprimands and any associated documentation shall not be considered in subsequent determination of appropriate disciplinary action so long as no additional discipline is incurred within the time frame listed. Such documents will be purged by the CITY from all employees' personnel files, consistent with the Ohio Public Records law and the Hamilton Records Commission, upon the employee's written request.

C. After forty-eight (48) months from the date of issue, any and all discipline above a written reprimand to include but not limited to suspensions, reductions in pay, or demotions and any associated documentation shall not be considered in subsequent determination of appropriate disciplinary

action so long as no additional discipline is incurred within the time frame listed. Such documents will be purged by the CITY from all employees' personnel files, consistent with the Ohio Public Records law and the Hamilton Records Commission, upon the employee's written request.

D. Any of the time lines set forth in this article may be extended by mutual agreement of the parties.

E. When additional discipline is incurred any pending discipline will continue in force until the term of any and all concurrent discipline expires.

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

G. An administrative restriction or suspension from overtime, Extra Duty Employment, or a restriction or suspension from any functions outside the normal workday as defined in Article 7 Work and Work Period will not be considered discipline for the purposes of this section.

ARTICLE 22. GRIEVANCE PROCEDURES

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

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

Step 1: Whenever an employee believes he or she has a grievance, he or she shall present the matter to the Chief within ten (10) days of occurrence of alleged violation of this Agreement. A written response to the grievance shall be made by the Chief within ten (10) working days of the presentation by the employee.

Step 2: If the grievance is unresolved, the employee may appeal the grievance in writing to the Director of Public Safety. The grievance must be forwarded to the Director of Public Safety within ten (10) days of receipt of the Chief's written decision. The Director of Public Safety or his authorized representative shall issue a written response within twenty (20) days of receipt of the grievance.

INTERIM LANGUAGE PENDING CIVIL SERVICE COMMISSION ACTION:

The parties are agreed to jointly petition the Hamilton Civil Service Commission to place into its "Rules and Regulations" language exactly mirroring that contained in Article 5 of this agreement:

A. In the event that the Civil Service Commission has enacted such language into its Rules and Regulations, then any matter alleging any violation of Article 5 only shall have as its sole and exclusive remedy, appeal to the Civil Service Commission and thus not subject to the grievance procedure. Applicable time frames and procedures for appeal shall be those contained in Civil Service Commission Rules and Regulations.

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

B. In the event that the Civil Service Commission has not enacted such language into its Rules and Regulations, then the grievance procedure culminating in Binding Arbitration language which pertains to all other articles within this contract shall also apply to Article 5. In such instances, the time frames and procedures to be used shall be those contained within this contract.

Step 3: A grievance which involves the misapplication or misinterpretation of this Agreement or which involves the disciplinary suspension, demotion, or dismissal of an Employee which has been properly and timely processed through the above procedure may be appealed to arbitration by the Union or the CITY. Notice of the request for arbitration must be served on the City, in writing, within forty-five (45) calendar days from the date of the decision of the Director of Public Safety's Step 2 decision, or within seven (7)calendar days following the next regular Lodge meeting after receipt of the Step 2 decision whichever is sooner.

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

A grievance not so appealed from the second step (by either the procedures A or B above or by Step 3, Binding Arbitration) shall be considered resolved and the written determination of the Director of Public Safety shall be final and binding upon the aggrieved Employee, the Union and the Municipality.

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

ARBITRATOR'S JURISDICTION:

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

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

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

The decision of the arbitrator shall be submitted in writing to the parties within thirty (30) calendar days of the hearing's conclusion unless the deadline is mutually extended by the parties.

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

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

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

(1) Whether there was just cause for discipline or demotion.

(2) Whether the severity of the discipline was warranted considering:
   a. the Employee's length of employment,
   b. the Employee's past history,
   c. the nature and circumstances which caused the discipline,

d. similar disciplinary actions taken in similar circumstances

Fees and Expenses:

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

GRIEVANCE GUIDELINES FOR EFFECTIVE PROCESSING:

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

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

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

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

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

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

Meetings: Grievance hearings are not open to the public.

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

A. Actions appealable to the Civil Service Commission under appropriate Commission rules and regulations.

B. Matters properly the subject of collective bargaining.

ARTICLE 23. SAVINGS CLAUSE

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

ARTICLE 24. WAIVER

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

Section 2: In consideration of the work scheduling changes negotiated herein, FOP 38, on behalf of itself and the members thereof, jointly and severally promises, covenants and agrees that neither FOP 38, nor any member thereof, nor anyone claiming through either, will hereafter initiate, bring, commence, prosecute, maintain, participate in, or support in any manner, financially or otherwise, or cause or permit to be brought, commenced, prosecuted or maintained (1) any suit or action, either at law or in equity, in any court of the United States or of any state thereof, or (2) any charge or complaint before any administrative agency of the United States, or of any state thereof, against the City of Hamilton, Ohio, its elected officials, officers, employees or agents, for on account of arising out of or in any way connected with the work scheduling changes negotiated herein at Article 7, Section 4.

ARTICLE 25. LAY OFF PROCEDURES

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

ARTICLE 26. RANDOM DRUG TESTING

In addition to testing provided for under applicable City ordinances (HMC Chapters 180 and 186), unit members shall be subject to the random drug testing procedures set forth in Appendix B.

ARTICLE 27. DISPUTE SETTLEMENT

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

The parties may mutually agree to extend the time for negotiations and postpone by mutual agreement the declaration of impasse.

ARTICLE 28. F.O.P. LEAVE

The total union leave is covered under the rank and file Police Officer contract. That language, however, shall not prohibit a person covered by this negotiated agreement from using portions of that leave as provided therein.

ARTICLE 29. COMPENSATORY TIME OFF

All accrued compensatory time carried by an employee, regardless of the method by which it was earned, will be combined into one (1) comp time bank, which shall be subject to the following provisions: Any officer may accumulate up to 200 hours of compensatory time off. At that point when an officer has hours of comp time in the bank, he or she shall not be permitted to bank any additional hours until his or her balance has been reduced. No officer will be allowed to carry over more than 200 hours of compensatory time into the next calendar year. Officers must receive pay for all time above the maximum of 200 hours. Officers may convert any portion of accumulated hours in the compensatory time bank to pay at any time.

ARTICLE 30. DUTY WEAPON AND UNIFORM BADGE

Upon service retirement in the Police and Fire Pension System or upon leaving in good standing after at least twenty-five (25) years of service with the Hamilton Police Department, the City will give to the officer his/her duty weapon and uniform badge.

ARTICLE 31. NO LAY-OFFS, NO ATTRITION

Section 1: The total sworn complement is hereby defined as 104 officers. The above referenced total sworn department complement shall be reduced over the term of this Agreement through attrition within the police officer rank. As the department complement is reduced through attrition, the defined total sworn department complement shall be automatically amended to reflect the reduced number; provided, once sufficient attrition has taken place to reduce the department complement to 104 officers (which number shall include any fully grant funded positions), the City will maintain that complement, subject to any reasonable delays in hiring due to administration of civil service exams.

ARTICLE 32. NO STRIKE OR LOCKOUT

Section 1: No Employee, during the term of this Agreement or otherwise, shall engage in any strike, sympathy strike, partial strike, slowdown, sitdown, sit-in, cessation, work stoppage, or similar refusal to perform work, picketing (except for lawful informational picketing) or any other interference with the work and statutory functions or obligation of the CITY.

Section 2: Neither the Union nor its officers or agents, shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, partial strike, slowdown, sit-down, sit- in, cessation, work stoppage, refusal to perform work, picketing (except informational picketing), or any other interference with the work and statutory functions or obligations of the CITY.

Section 3: In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the CITY, shall:

A. publicly disavow such action by the Employees;

B. advise the CITY in writing that such action by Employees has not been caused or sanctioned by the Union;

C. notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

D. post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

Section 4: In addition to any other rights and remedies provided by law, and notwithstanding any provisions of the Ohio Revised Code, Chapter 4117 to the contrary,

the CITY may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his obligations under this article.

Section 5: Nothing contained herein shall preclude the CITY from obtaining judicial restraint and damages in the event of a violation of this article.

Section 6: Upon expiration of this Agreement, the parties shall submit to a final offer settlement procedure consistent with Ohio Revised Code, Section 4117.14 (D)(1) and as outlined in Ohio Administrative Code 4117-9-06.

ARTICLE 33. DURATION OF AGREEMENT

Wage amounts effective for the years 2015, 2016 and 2017 are shown at Appendix A.

All provisions of this agreement, except as otherwise provided herein, shall remain in effect until midnight, August 31, 2018, and thereafter, until either Party serves upon the other written notice of its intent to amend, modify, or terminate the provisions of this Agreement. In the event of such notification, the Parties shall commence negotiations by exchange of proposals in accordance with law.

The provisions of this Agreement shall continue in effect during the negotiation of any new Agreement and until a new Agreement is entered into, or until such negotiations are broken off by either party by way of written notification.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 2nd day of August, 2016.

FOR: LODGE 38
FRATERNAL ORDER OF POLICE

Police Officer Robert Snyder,
President

Captain Marc McManus
Committee Member

Approved as to Form:

Heather S. Lewis,
Law Director

FOR: CITY OF HAMILTON, OHIO

Joshua A. Smith,
City Manager

J. Scott Scrimizzi,
Director of Public Safety

Craig Bucheit,
Police Chief

APPENDIX A
SCHEDULE B-4C
POLICE CAPTAINS
Effective August 22, 2015

RANGE	CODE	CLASSIFICATION	STEP		1	2	3	4	5	6
	439	Police Captain		Hour (40)				$47.51	$49.08	$49.92
				Biweekly				$3,800.80	$3,926.40	$3,993.60
				Annual				$98,821	$102,086	$103,834
			7	Hour (40)				$48.08	$49.65	$50.49
				Biweekly				$3,846.40	$3,972.00	$4,039.20
				Annual				$100,006	$103,272	$105,019
			8	Hour (40)				$48.65	$50.22	$51.06
				Biweekly				$3,892.00	$4,017.60	$4,084.80
				Annual				$101,192	$104,458	$106,205
			9	Hour (40)				$49.51	$51.08	$51.92
				Biweekly				$3,960.80	$4,086.40	$4,153.60
				Annual				$102,981	$106,246	$107,994
			10	Hour (40)				$50.08	$51.65	$52.49
				Biweekly				$4,006.40	$4,132.00	$4,199.20
				Annual				$104,166	$107,432	$109,179
			11	Hour (40)				$50.65	$52.22	$53.06
				Biweekly				$4,052.00	$4,177.60	$4,244.80
				Annual				$105,352	$108,618	$110,365

SCHEDULE B-4C
POLICE CAPTAINS
Effective January 1, 2016

RANGE	CODE	CLASSIFICATION	STEP		1	2	3	4	5	6
35	439	Police Captain		Hour (40)				$47.67	$49.24	$50.08
				Biweekly				$3,813.60	$3,939.20	$4,006.40
				Annual				$99,154	$102,419	$104,166
			7	Hour (40)				$48.24	$49.81	$50.65
				Biweekly				$3,859.20	$3,984.80	$4,052.00
				Annual				$100,339	$103,605	$105,352
			8	Hour (40)				$48.82	$50.39	$51.23
				Biweekly				$3,905.60	$4,031.20	$4,098.40
				Annual				$101,546	$104,811	$106,558
			9	Hour (40)				$49.68	$51.25	$52.09
				Biweekly				$3,974.40	$4,100.00	$4,167.20
				Annual				$103,334	$106,600	$108,347
			10	Hour (40)				$50.25	$51.82	$52.66
				Biweekly				$4,020.00	$4,145.60	$4,212.80
				Annual				$104,520	$107,786	$109,533
			11	Hour (40)				$50.83	$52.40	$53.24
				Biweekly				$4,066.40	$4,192.00	$4,259.20
				Annual				$105,726	$108,992	$110,739

SCHEDULE B-4C
POLICE CAPTAINS
Effective August 20, 2016

RANGE	CODE	CLASSIFICATION	STEP		1	2	3	4	5	6
35	439	Police Captain		Hour (40)				$48.62	$50.22	$51.19
				Biweekly				$3,889.60	$4,017.60	$4,095.20
				Annual				$101,130	$104,458	$106,475
			7	Hour (40)				$49.21	$50.81	$51.78
				Biweekly				$3,936.80	$4,064.80	$4,142.40
				Annual				$102,357	$105,685	$107,702
			8	Hour (40)				$49.79	$51.39	$52.36
				Biweekly				$3,983.20	$4,111.20	$4,188.80
				Annual				$103,563	$106,891	$108,909
			9	Hour (40)				$50.67	$52.27	$53.24
				Biweekly				$4,053.60	$4,181.60	$4,259.20
				Annual				$105,394	$108,722	$110,739
			10	Hour (40)				$51.25	$52.85	$53.82
				Biweekly				$4,100.00	$4,228.00	$4,305.60
				Annual				$106,600	$109,928	$111,946
			11	Hour (40)				$51.84	$53.44	$54.41
				Biweekly				$4,147.20	$4,275.20	$4,352.80
				Annual				$107,827	$111,155	$113,173

SCHEDULE B-4C
POLICE CAPTAINS
Effective August 19, 2017

RANGE	CODE	CLASSIFICATION	STEP		1	2	3	4	5	6
35	439	Police Captain		Hour (40)				$49.59	$51.22	$52.21
				Biweekly				$3,967.20	$4,097.60	$4,176.80
				Annual				$103,147	$106,538	$108,597
			7	Hour (40)				$50.19	$51.82	$52.81
				Biweekly				$4,015.20	$4,145.60	$4,224.80
				Annual				$104,395	$107,786	$109,845
			8	Hour (40)				$50.78	$52.41	$53.40
				Biweekly				$4,062.40	$4,192.80	$4,272.00
				Annual				$105,622	$109,013	$111,072
			9	Hour (40)				$51.68	$53.31	$54.30
				Biweekly				$4,134.40	$4,264.80	$4,344.00
				Annual				$107,494	$110,885	$112,944
			10	Hour (40)				$52.28	$53.91	$54.90
				Biweekly				$4,182.40	$4,312.80	$4,392.00
				Annual				$108,742	$112,133	$114,192
			11	Hour (40)				$52.87	$54.50	$55.49
				Biweekly				$4,229.60	$4,360.00	$4,439.20
				Annual				$109,970	$113,360	$115,419

APPENDIX B

1.8.5 <u>RANDOM DRUG TESTING</u>. The Hamilton Police Department has instituted a random drug testing program for all sworn personnel:

1. **<u>Program Purpose</u>.** The random drug testing program was instituted to:
   1. Test for the presence of illegal drugs or controlled substances, the possession or use of which is unlawful, pursuant to federal, state, or local laws and regulations.
   2. Deter illegal or unlawful employee use of illegal drugs or controlled substances;
   3. Protect the public, co-workers, and the involved employee from drug-related accidents;
   4. Limit the potential for lawsuits against the city as a result of careless or negligent acts by drug-involved employees;
2. **<u>Procedures</u>:**
   1. **<u>Subject Selection</u>:**
      1. At the beginning of each quarter, the Chief of Police may request up to ten employees be randomly generated and provided to the appropriate bureau commander. Additionally, the Chief of Police reserves the right to submit non-random names based upon complaints, information, or allegations received. The submission of non-random names shall remain confidential between the administrative officers and, if necessary, the internal affairs function;
      2. The bureau commander will confidentially choose a day when the employee is scheduled to work that coincides with the availability of a collection official.
      3. On the date in question, the bureau commander will notify the employee's immediate supervisor of the random drug test and provide the supervisor with an Order to Report form. The immediate supervisor will:
         1. Notify the employee to respond to headquarters;
         2. Sign, date, and indicate the time on the Order to Report form and provide it to the employee;
         3. Direct the employee to immediately report to the collection official;
   2. **<u>Testing Procedures</u>.** Random drug tests will be administered by a certified collection official utilizing hair or urine testing as determined by the Chief of Police.
      1. **<u>Hair Testing</u>.** In order to provide a suitable specimen, an employee must have at least
         ½ inch of hair (head, chest, leg or underarm). Once a suitable hair specimen is obtained, the collection official will:
         1. Sign, date, and indicate the time on the Order to Report form;
         2. Process the specimen in accordance with accepted laboratory procedures; and
         3. Forward the Order to Report form to the appropriate bureau commander;
      2. **<u>Urine Testing</u>.** Urine testing will be utilized by the collection official in accordance with the following procedures:
         1. The employee to be tested shall:
            1. Remove extraneous clothing and personal items (coats, hats, etc); and
            2. Remain in full view of the collection official, except when actually providing the sample;
         2. If the employee cannot produce a sample, the collection official will allow the employee:

1. To consume up to 40 ounces of water;
2. Up to three hours to provide a suitable specimen. If the employee does not provide a suitable specimen within the three-hour time period, the employee will be considered to have refused the test;

3. Once a suitable urine specimen is obtained, the collection official will:
   1. Sign, date, and indicate the time on the Order to Report form;
   2. Process the specimen in accordance with accepted laboratory procedures; and
   3. Forward the Order to Report form to the appropriate bureau commander;

3. <u>Positive Test Result/Refusals</u>:

1. If the laboratory returns a positive test result, a second test is required and will be immediately scheduled by the appropriate bureau commander:
   1. An employee who is ordered to report for a second test may have a union representative or counsel accompany them to serve as an observer;
   2. Specimens obtained for a second test will be obtained and processed in accordance with the procedures outlined in the subsection entitled <u>Testing</u> <u>Procedures</u>, above;
   3. The employee has the right to have the second specimen sent to another certified laboratory at his or her own expense;
2. If a second positive test is indicated, the employee will be immediately suspended with pay pending a pre-disciplinary conference;
3. An employee who refuses to take any ordered drug test will be immediately suspended with pay pending a pre-disciplinary conference;

4. <u>Record Maintenance</u>. Once final tests results are received, whether positive or negative, the results will be indicated on the original Order to Report form by the appropriate bureau commander, and the form and laboratory report will be filed in the employee's personnel file. A copy will be returned to the employee.