04-25-16
15-MED-09-0820
2701-12
K33436

Collective Bargaining Agreement
By and Between

City of Hamilton
BUTLER COUNTY OHIO

City of Hamilton, Ohio
and

Fraternal Order of Police,
Ohio Labor Council, Inc.
Corrections/Special Police Officers

Effective
Date of Execution through December 31, 2018

Table of Contents

1	Agreement	1
2	Recognition	2
3	Dues Deduction, Fair Share Fee	2
4	City's Rights and Limitations	3
5	FOP/OLC Business	4
6	Discrimination	5
7	Grievance Procedures	6
8	Investigations and Discipline	9
9	No Strike or Lockout	11
10	Labor-Management Committee	12
11	Layoff Procedures	12
12	Probation	12
13	Seniority	13
14	Personnel Files	14
15	Work Rules and General Orders	14
16	Drug Screening	14
17	Employee Assistance Plan	14
18	Workday and Work Period	15
19	Overtime	15
20	Wages	16
21	Court Time and Call In	17
22	Compensatory Time	18
23	Officer In Charge	18
24	Training Officers	19
25	Longevity	19
26	Holidays	19
27	Vacation	21
28	Uniforms	22
29	Insurances	23
30	Sick Leave	24
31	Funeral Leave	28
32	Military Leave	28
33	Family and Medical Leave	28
34	Attendance Incentive	28
35	Retirement Planning	29
36	Duration of Agreement	30
	Signature Page	31
	Appendix A– Wage Scale	32
	Appendix B	35

ARTICLE 1. AGREEMENT

Section 1.1. Purpose. This Agreement, entered into by the City of Hamilton, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC", has as its purposes the following:

A. To promote cooperation and orderly, constructive and harmonious relations between the City, its employees, and the FOP/OLC.

B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

C. To assure the efficient and uninterrupted operation of the Police Division.

D. To establish a procedure for the expeditious resolution of grievances.

E. This Agreement supersedes all previous agreements, whether oral or written, between the City, its employees, and the FOP/OLC.

Section 1.2. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause. The provisions set forth in this Agreement shall be subject to applicable Federal and State Laws, and shall be interpreted wherever possible so as to comply fully with such laws. Should any portion of this Agreement be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in good faith negotiations to attempt to modify such provision to comply with applicable law. Such negotiations shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

Section 1.4. Waiver in Case of Emergency. In cases of emergency declared by the President of the United States, the Governor of the state of Ohio, the Butler County Sheriff, the City Manager of Hamilton, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

ARTICLE 2. RECOGNITION

Section 2.1. Recognition. The City recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board on November 20, 2008 in Case No. 08-REP-07-0108 in the following unit:

Included: All full-time and part-time Corrections/Special Police Officers employed by the City of Hamilton, Ohio.

Excluded: All other employees.

ARTICLE 3. DUES DEDUCTION, FAIR SHARE FEE

Section 3.1. Dues Deduction. It is agreed between the City and FOP/OLC that the City will deduct periodic dues, initiation fees and assessments of bargaining Officers of FOP/OLC from the paycheck of all Officers who have signed proper written legal deduction authorizations and who are covered by this Agreement. The Executive Director of the FOP/OLC will promptly issue a receipt to the City for all dues, fees and assessments as provided.

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

A. FOP/OLC will provide the City with at least thirty (30) calendar days advance notice of a pending increase in dues.

B. The City's remittance will be deemed correct if FOP/OLC does not give written notice within thirty (30) calendar days after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.

C. FOP/OLC shall indemnify and hold the City harmless from any and all claims arising from the City's deduction and payment of said dues, fees and assessments to FOP/OLC.

Section 3.2. Fair Share Fee.

A. All employees within the bargaining unit who elect not to join the FOP/OLC shall pay to the FOP/OLC an amount of money known as the Fair Share Fee to reimburse FOP/OLC for the costs of representation for the purposes of collective bargaining and for no other purpose, consistent with O.R.C. 4117.09. The Executive Director of the FOP/OLC shall certify to the City the amount of the Fair Share Fee and that the fee is to reimburse FOP/OLC for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by FOP/OLC, 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/OLC 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. The FOP/OLC shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to both federal law and Chapter 4117, Ohio Revised Code.

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

D. The FOP/OLC will provide the City with at least thirty (30) calendar days advance notice of a pending increase in fees.

E. The City's remittance will be deemed correct if FOP/OLC does not give written notice within thirty (30) calendar days after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.

F. FOP/OLC 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/OLC dues, fees, or assessments. FOP/OLC assumes full responsibility for the disposition of the deductions so made once they have been forwarded by the City.

ARTICLE 4. CITY'S RIGHTS AND LIMITATIONS

Section 4.1. Rights. Unless otherwise modified by this Agreement, the following include, but are not limited to, the exclusive rights of the City:

A. 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, and organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency or effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the City as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of City as a governmental unit;

J. The right to make and enforce reasonable work rules.

It is agreed that the above listing of management rights shall not be deemed to exclude other inherent rights and responsibilities which shall remain vested exclusively with the City.

Section 4.2. Limitations. The conduct and grading of civil service examinations for the position of Corrections/ Special Police Officer, the rating of candidates for the position of Corrections/ Special Police Officer, the establishment of eligible lists from the examinations for the position of Corrections/ Special Police Officer, and the original appointment from the eligible lists are not appropriate subjects for collective bargaining.

ARTICLE 5. FOP/OLC BUSINESS

Section 5.1. Representatives. For the purpose of representation within the police department, the FOP/OLC shall be entitled to three (3) stewards, one (1) primary and two (2) alternates to handle grievances and other legitimate FOP/OLC business. Where the primary steward is absent, an alternate from the FOP/OLC shall process the grievance.

Section 5.2. Release Time. A FOP/OLC steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings, and will be permitted reasonable time during scheduled duty hours without loss of pay or benefits to investigate and process grievances provided such activity does not interfere with the performance of said Officer's normal duties. Such duties shall at all times be the primary concern of said Officer. In this connection, a FOP/OLC steward shall be allowed a reasonable amount of time for this purpose. In no event shall a FOP/OLC steward receive overtime or call-in payment to conduct grievances or FOP/OLC business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Departmental office equipment may be reasonably used to investigate and process grievances.

Section 5.3. FOP/OLC Roster. FOP/OLC Officers shall inform the City in writing of the names, addresses and phone numbers of the current Officers/stewards no more than seven (7) calendar days after any changes.

Section 5.4. Bulletin Boards. The City shall furnish space for a FOP/OLC bulletin board for FOP/OLC use in the following locations: Police Headquarters and Hamilton Municipal Court holding facility. The FOP/OLC shall use this board for posting of notices pertaining to recreational and social activities, FOP/OLC meeting notices, grievances and legislative enactments and judicial decisions affecting public employee labor relations and any/all other related material(s). The FOP/OLC shall not post any materials which are defamatory, or use profanity or that which otherwise is intended to disparage or hold any member of the Department, City Employee or elected official in disrepute. The bulletin boards shall not be used to publicize, advertise or put forth a position(s) or endorsement(s) for any candidate (partisan or non-partisan), political party or issue set for election by the public.

Section 5.5. Ballot Box. The FOP/OLC shall be permitted, upon prior written notification to the Chief, to place a ballot box at the Police Department or City Facility for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot.

Section 5.6. Briefing. A Representative of the FOP/OLC shall be entitled to speak to Officers during briefing periods concerning matters of a critical, time sensitive nature, upon reasonable notice to, and consent by the Chief.

Section 5.7. Negotiations Committee. The FOP/OLC negotiating Committee shall consist of no more than three (3) Officers. A maximum of one (1) member of the Committee shall be permitted to attend any negotiation session, if performed during regular duty hours, without loss of pay or benefits to that member. A negotiating member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift or to respond to any emergency.

ARTICLE 6. DISCRIMINATION

Section 6.1. Discrimination. The City and FOP/OLC agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, religion, sex, national origin, age, handicap, or marital status; nor shall the City, its agents or representatives, nor FOP/OLC, its agents, representatives or members discriminate against any employee because of membership or non-membership in the FOP/OLC.

Both the City and the FOP/OLC recognize their respective responsibilities under applicable federal, state, and local laws and executive orders relating to civil rights and employment practices.

Section 6.2. Gender. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "Officer", "Employee" or "member" where used herein, without otherwise being qualified or described, refers to all Officers in the bargaining unit.

Section 6.3. Discrimination Remedy. Charges of illegal discrimination shall be taken exclusively through statutory procedures and shall not be the subject of a grievance through the grievance procedure set forth in this agreement.

ARTICLE 7. GRIEVANCE PROCEDURES

Section 7.1. Definition. The term "grievance" as used herein is so defined as to limit its applicability to the interpretation and/or application of this Agreement. Should differences arise between the City and the FOP/OLC concerning alleged violations, misinterpretations or misapplications of specific terms of this Agreement, such differences shall be settled in the manner herein.

Section 7.2. Steps. Grievances as herein defined shall be processed in the following manner:

Step 1. Whenever an employee believes they have a grievance, the employee shall present the matter verbally to their immediate supervisor within five (5) days of occurrence of alleged violation of this Agreement. A verbal response to the grievance shall be made by the immediate supervisor within five (5) days of verbal presentation by the employee.

Step 2. If the grievance is unresolved, the employee may appeal the grievance in writing to the Captain in charge. The grievance must be forwarded to the Captain commanding the employee's bureau within five (5) days of the immediate supervisor's verbal response. The Captain or his or her designee must issue a written response to the grievance within ten (10) days of receipt of the written grievance.

Step 3. If the grievance is unresolved, the employee may appeal the grievance in writing to the Chief. The grievance must be forwarded to the Chief within ten (10) days of the receipt of the Captain's written decision. The Chief or his or her designee must issue a written response within ten (10) days of receipt of the grievance.

Step 4. 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 authorized representative) shall issue a written response within twenty (20) days of receipt of the grievance.

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 FOP/OLC. Binding arbitration shall be the sole remedy for all such listed grievances. Notification of the intent to arbitrate must be served on the City, in writing, within twenty-five (25) calendar days from the date of the decision of the Director of Public Safety's Step 4 decision, or within twenty-five (25) calendar

days following the Director of Public Safety's twenty (20) day time frame whichever is sooner.

A grievance not appealed from Step 4 shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved Employee, the FOP/OLC and the City.

Step 5. Arbitration.

A. The FOP/OLC shall direct a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the City. Copies of notices to the Employer should be directed to the Office of the City Manager, and to Labor Relations, and copies of notices to the FOP/OLC should be sent to the FOP/OLC. 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. The parties may mutually agree to an alternate panel for arbitrators or to select/appoint an arbitrator.

B. The arbitrator shall take such evidence as the Arbitrator deems appropriate for resolution of the dispute; however, the Arbitrator shall be confined 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.

C. 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.

D. 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.

E. 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.

F. The decision and award of the arbitrator shall be final and binding on the FOP/OLC, its members, the aggrieved Employee(s) and the Municipality, unless appeal by one of the parties under the appropriate provisions of the Ohio Revised Code.

G. With respect to cases of suspension, demotion and discharge, the arbitrator shall decide whether there was just cause for discipline or demotion.

H. 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 FOP/OLC, 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 FOP/OLC.

Section 7.3. Grievance Guidelines.

A. **Representation:** The aggrieved Officer within the bargaining unit has a right to representation by the FOP/OLC 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.

B. **Time Frames:** For purposes of this procedure, a "day" is a calendar day.

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

Any grievance of suspension or lost pay shall be filed directly to Step 4.

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.

C. **Meetings:** Grievance hearings are not open to the public.

ARTICLE 8. INVESTIGATIONS AND DISCIPLINE

Section 8.1. FOP/OLC Representation. When the City intends to conduct an investigative interview with an Officer which it reasonably believes may affect the Officer's job security or any other term or condition of employment the Employer shall first advise the Officer of the right to be accompanied and represented by the FOP/OLC during the interview. Provided a FOP/OLC representative is reasonably available, no Officer shall be required to attend any interview without FOP/OLC or other Union representation once such representation has been requested. In the event representation is not reasonably available, said interview may be delayed for a reasonable period of time, provided, however, that the City retains the right to temporarily relieve said Officer from duty with pay notwithstanding the rescheduling of said interview. Nothing in this Article shall be construed as to require union representation during informal counseling or questioning of employees.

Section 8.2. Investigations.

A. Any investigative questioning regarding charges of Officer employment misconduct shall be made under the following conditions:

1. The questioning shall take place at the Police Department, City facility, or other mutually agreeable site.

2. The Officer shall be informed of the nature of the investigation before any questioning commences. If the Officer is being questioned as a witness only, the Officer shallbe so advised prior to the commencement of the questioning.

3. If an Officer is the subject of a criminal and/or administrative investigation the Officer shall be so advised and afforded the same constitutional rights to which other individuals are entitled.

B. When any anonymous complaint is made against an Officer and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and not placed in the Officer's file.

C. Any Officer who has been under investigation shall be informed, in writing, of the results at the conclusion of the investigation.

Section 8.3. Disciplinary Procedure.

A. No Officer shall be disciplined, except for just cause. Probationary Officers may not grieve matters related to job performance. Counseling shall not be considered as discipline but an Officer may be required to sign and date any such counseling form. Counseling forms may be retained in a supervisor's work file for a period of up to twelve (12) months.

B. Discipline shall take into account the nature of the violation, the Officer's record of discipline and the Officer's record of performance and conduct. Disciplinary

action may include: oral reprimand, written reprimand, fine, suspension (with or without pay), loss of accrued leave, reduction of pay to the next lower step within the pay range, demotion (with pay reduction), or discharge. The term "suspension" referenced in this Paragraph shall not include a restriction or suspension from overtime, Extra Duty Employment, or a restriction or suspension from any functions outside the normal workday as defined in Article 18 Workday and Work Period, Section 18.2 Workday.

Generally, discipline will normally be administered in a progressive manner; however, infractions of a serious or aggravated nature may result in more serious discipline, up to and including discharge.

C. Anytime the Employer or any of the Employer's representatives has reason to discipline an Officer, it shall be done in a proper and businesslike manner that will not unnecessarily embarrass the Officer before other Officers or the public. Likewise the Officer subject to investigation or discipline shall respond in a proper and businesslike manner and take no action that will unnecessarily embarrass the City, the Police Department or other Officers thereof.

D. Whenever the Employer or its designee determines that an Officer's conduct may warrant a suspension, fine, reduction in pay, loss of accrued time or discharge, a pre-disciplinary conference will be scheduled to give the Officer an opportunity to offer an explanation of the alleged misconduct. The accused Officer may be represented at a pre-disciplinary conference by a FOP/OLC representative if the Officerso chooses.

Officers shall be given at least twenty-four (24) hours advance notice of the hearing date and time. At the pre-disciplinary hearing the Officer may elect to do any of the following:

1. Appear at the hearing and present an oral or written statement;

2. Appear at the hearing and have a representative present an oral or written statement;

3. Have a representative appear at the hearing and present an oral or written statement in place of an Officer, who is physically unable to appear at the hearing; or

4. Elect to waive, in writing, the opportunity to have a pre-disciplinary hearing.

E. Records of discipline shall be used as follows:

1. For the sole purpose of discipline, grievance and arbitration procedures, written or oral reprimands shall cease to have force and effect after twenty-four (24) months, provided the employee incurs no additional discipline of any kind during the time frame listed.

2. For the sole purpose of discipline, grievance and arbitration procedures, suspensions or reductions in pay as discipline shall cease to have force and effect after forty-eight (48) months provided the employee incurs no additional discipline of any kind during the time frame listed.

ARTICLE 9. NO STRIKE OR LOCKOUT

Section 9.1. No Strike.

A. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting) or any other interference with the work and statutory functions or obligation of the Employer.

B. Neither the FOP/OLC nor its Officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing (except informational hand billing or leafleting), or any other interference with the work and statutory functions or obligations of the Employer.

C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting), or other interference as stated above occur, the FOP/OLC, within twenty-four (24) hours of a request by the Employer, shall:

(1) publicly disavow such action by the Employees;

(2) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the FOP/OLC;

(3) 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;

(4) post notices on FOP/OLC bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

Section 9. 2. No Lock Out.

A. The Employer agrees that there will be no lockout.

B. Nothing contained herein shall preclude the Employer from obtaining judicial restraint or any other legal remedies available to the Employer under State law in the event of a violation of this Article.

ARTICLE 10. LABOR-MANAGEMENT COMMITTEE

Section 10.1. Meetings. In the interest of furthering harmonious relations, a Joint Committee of not more than six (6) members, half of whom shall be from Management and half as representatives of FOP/OLC, will convene periodically at places mutually agreed upon for purposes of discussion of work-related issues.

Such meetings shall be arranged in advance and will convene at a time convenient to both parties but not later than twenty (20) calendar days from the date the request for such meeting was made.

An agenda of items intended for discussion can be submitted at the time the conference is requested. Understandings or agreements reached in the course of such meetings shall be reduced to writing if requested by either party.

Section 10.2. Attendance. FOP/OLC officials or members in attendance at such meetings will not be subject to loss of pay for time so spent. Either party may request one (1) "outside" representative to attend.

ARTICLE 11. LAY OFF PROCEDURES

Section 11.1. Layoffs. Civil Service procedures relative to the lay off of employees shall be followed.

Section 11.2. Procedures. The parties herby agree that the layoff procedures shall not be subject to the grievance procedure and that the Civil Service Commission of the City of Hamilton shall be solely responsible for appeals based upon the application of those procedures.

ARTICLE 12. PROBATION

Section 12.1. Probationary Period. New permanent full-time and part-time Officers covered hereunder shall serve a probationary period of one (1) year, commencing with the first day of compensation from the City. Probationary and temporary employees may be terminated at any time without appeal rights through the grievance procedure, Civil Service or any other venue.

ARTICLE 13. SENIORITY

Section 13.1. Seniority Defined. Seniority shall be defined as follows:

A. City-wide Seniority shall be defined as the duration of time an Officer has been employed status with the City of Hamilton.

B. Department Seniority shall be defined as the duration of time an Officer has been employed with the City of Hamilton Police Department.

C. Classification Seniority shall be defined as the duration of time an Officer has been employed in a bargaining unit position with the City of Hamilton Police Department.

City-wide seniority pertains to rights as it relates to vacation and sick leave accrual. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an Officer to receive benefits provided to Officers on the active payroll.

Section 13.2. Seniority List. The City will maintain and post an up-to date Seniority List twice a year which list shall also be available for inspection upon request. For purposes of determining seniority, the date of hire is the primary determining factor but the standing on the eligibility list is the determining factor where the hire date of two (2) or more Officers is the same.

Section 13.3. Seniority Retention.

A. An Officer's seniority shall cease and employment terminated upon any of the following:

1. Resignation or "Quit";

2. Termination which is not modified or reversed through the grievance or arbitration procedure;

3. Retirement (Years of service and/or retirement disability) under the State of Ohio Retirement System;

4. Layoff in excess of one (1) year.

5. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of twelve (12) months or after exhaustion of FMLA leave;

6. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave, paid vacation, holidays, compensatory time and exhaustion of FMLA leave.

ARTICLE 14. PERSONNEL FILES

Section 14.1. Personnel file. There shall be only one (1) official personnel file per Officer maintained by the City.

Section 14.2. Examination of File. The personnel file of an Officer may be examined by the Officer upon reasonable advance request. Upon written request not more than once (1x) per year, an Officer shall receive one (1) copy of all materials placed in the Officer's personnel file at no cost. No anonymous material shall be placed in a personnel file nor shall it be considered for purposes of discipline.

Section 14.3. Third Party Requests. In the event a request by a third party is received to examine an Officer's file(s) such records shall be released only if required by law, by a court order or by subpoena.

ARTICLE 15. WORK RULES AND GENERAL ORDERS

Section 15.1. Rules and Orders. In accordance with Management Rights the City may create or publish (and from time to time amend) reasonable rules. Any changes made in these rules and any general orders applicable to the Department relating to standard operating procedures shall be in writing, and shall be effective upon issuance. All such rules and orders shall be applied uniformly to the group of Officers to which they are intended.

Section 15.2. Conflict. In the event that any rules and/or orders are in conflict with this Agreement the provisions of this Agreement shall take precedence.

ARTICLE 16. DRUG SCREENING

Section 16.1. Drug Screening. In addition to testing provided for under applicable City Ordinances (HMC Chapters 180 and 186), officers shall be subject to the drug testing procedures set forth in Appendix B.

ARTICLE 17. EMPLOYEE ASSISTANCE PLAN

Section 17.1. The Plan. The Employer shall maintain an Employee Assistance Program ("EAP") to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, drug and or alcohol related. These services may be provided through a "stand alone" program or through the Employer sponsored health insurance program.

Section 17.2. Referrals. Referrals to treatment or counseling services may be initiated by the employee and/or supervisor. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to

which public access is permitted. No professional type counseling will be conducted at the workplace nor performed by the Employer or other employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the personnel department.

ARTICLE 18. WORKDAY AND WORK PERIOD

Section 18.1. Day. 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 18. 2. Workday. 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, or as assigned by the Chief for operational considerations or efficiency.

Section 18.3. No Guarantee. The above provisions shall not constitute a guarantee of any specific number of hours of work per day or week.

Section 18.4. Work Schedule. The work schedule for persons assigned to a rotating shift schedule shall normallybe five (5) days on and two (2) days off. All other employees shall normally work Monday through Friday with Saturday and Sundays off.

Section 18.5. Shift Changes. 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.

Section 18.6. Part-time or Temporary. Part-time Officers or temporary Officers will usually work less than thirty (30) hours a week. However, part-time or temporary Officers may not work full-time hours longer than three (3) consecutive months in any six (6) month period.

ARTICLE 19. OVERTIME

Section 19.1. Overtime. Overtime for full-time employees is defined as hours worked in excess of the normal workday or period as set by Article 18 of this agreement. Overtime for part-time employees is defined as hours worked in excess of forty (40) in a week.

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 (1½) times the compensation regularly paid for an equal amount of time.

Officers shall have the option to choose compensatory time for overtime hours worked. Officers may accrue up to eighty (80) hours of compensatory time per calendar year, subject to the limits prescribed in Article 22.

Section 19.2. Prior Approval. Overtime shall be approved in advance by a Shift Supervisor so designated by the Division Chief.

Section 19.3. 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 19.4. 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 as follows:

A. 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

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

C. 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.

ARTICLE 20. WAGES

Section 20.1. Wage Rates. Wage rates for unit Officers shall be in accordance with Appendix A, which has been modified effective January 1, 2016 to reflect six (6) steps in the pay ranges instead of the eleven (11) step in the prior collective bargaining agreement.

Effective January 1, 2016, officers will be placed at the following steps:

Rate as of December 31, 2015	Rate Effective January 1, 2016
$18.02/per hour (Formerly Step 4)	$18.83/per hour (Now Step 1)
$18.46/per hour (Formerly Step 5)	$19.77/per hour (Now Step 2)
$18.94/per hour (Formerly Step 6)	$19.77/per hour (Now Step 2)
$19.41/per hour (Formerly Step 7)	20.76/per hour (Now Step 3)
$21.49/per hour (Formerly Step 11)	$22.89/per hour (Now Step 5)

The preferential pays of physical fitness and educational achievement as well as the provision of the City replacing uniforms set forth in the prior collective bargaining agreement have been eliminated in exchange for the wage increases set forth in this Section.

Section 20.2. Yearly Increases/Adjustments. Annual step increases/adjustments shall be based on the City's (6 step) pay range, and an officer shall be eligible for his or her increase/adjustment on the Officer's anniversary date, except for calendar year 2016. Annual step increases/adjustments shall be suspended during calendar year 2016 due to the wage increases effective January 1, 2016 set forth in Section 20.1 above and Appendix 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.

It is understood that each merit adjustment shall be premised upon standards of merit and not simply upon duration of service in a given step.

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

Section 20.3. Direct Deposit. All members of the unit shall be required to enroll in direct deposit.

ARTICLE 21. COURT TIME AND CALL IN

Section 21.1. Court time.

A. For each day an Officer subject to this Agreement is required to appear in Court during off duty hours, the Officer 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.

B. The above sections shall not apply where the Officer is on duty. However, when a court appearance begins during a regularly scheduled shift and extends beyond that shift's end, the Officer shall be compensated at an overtime rate for hours beyond the end of the shift.

C. Officers who are required to appear in court during a morning or an afternoon session and that session lasts longer than four (4) hours shall be compensated at the overtime rate of one and one half (1½) times their rate of pay for the actual time over four (4) hours.

D. Regardless of any provisions of this Agreement to the contrary, no individual shall receive more than a total of two (2) court slips for any one (1) day.

Section 21.2. Return of Fees and Payments. Witness fees received or mileage allowances paid to an Officer 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 21.3. Civil Service Cases. Officers who are off duty and are subpoenaed by the City for a Civil Service case shall receive four (4) hours' pay; Officers who are on duty and who are required to remain past their regularly scheduled hours shall be paid at one and one half (1½) times for actual hours worked past the regular ending time if subpoenaed by the City.

Section 21.4. Pre-Trial Cases. An off-duty 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 whileon an off-duty status shall get a court slip for four (4) hours' pay.

Section 21.5. Court Time Conversion Up to eighty (80) hours of court time can be turned in for compensatory time per calendar year. A request for permission to convert court time from pay to earned compensatory time only shall be turned into 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, subject to the limits prescribed in Article 22.

Section 21.6. Call-in. Officers who are called-in to work at times disconnected from their regular shift (other than for court appearance) shall be guaranteed at least four (4) hours pay. This guarantee shall not apply to Officers who commence their shift prior to its regular starting time and continues into their shift, or work continuing after the regular ending time, which shall be paid at the appropriate rate. A call-in lasting longer than four (4) hours shall be paid for the actual hours worked.

ARTICLE 22. COMPENSATORY TIME OFF

Section 22.1. Comp Time. All accrued compensatory time carried by an employee, regardless of the method by which it was earned, will be combined into one (1) compensatory time bank, which shall be subject to the following provisions: Any officer may accumulate up to eighty (80) hours of compensatory time off. No officer will be allowed to carry over more than eighty (80) hours of compensatory time into the next calendar year. Officers must receive pay for all time above the maximum of eighty (80) hours. Officers may convert any portion of accumulated hours in the compensatory time bank to pay at any time.

ARTICLE 23. OFFICER IN CHARGE

Section 23.1. Officer in Charge (O.I.C.). An Officer temporarily performing the duties of a supervisor shall receive acting pay for hours worked in the position for four (4) hours or more. Such an assignment must be approved in advance by the Chief of Police.

Section 23.2. O.I.C. Compensation. Officers assigned on an acting basis will be paid an additional fifty cents ($.50) per hour for all hours worked according to Section 23.1 above.

ARTICLE 24. TRAINING OFFICERS

Section 24.1. Training Officers (T.O.). Officers assigned by the Employer to be Training Officers (T.O.) shall receive an additional fifty cents ($.50) per hour during all hours of such training.

ARTICLE 25. LONGEVITY

Section 25.1. Longevity. Officers shall receive longevity pay based upon the following:

Years of Service	Annual Benefits
4 through 8 years	$375.00
9 through 14 years	$400.00
15through 19 years	$450.00
20 through 24 years	$500.00
25 years and over	$550.00

Section 25.2. Payment. The appropriate amount of longevity pay shall be paid by payroll check to the employee between November 1 and December 31 of each year.

Section 25.3. Break In Service. For purposes of longevity pay, Officers who resign and are later reinstated shall earn longevity on the basis of their most recent employment date.

Section 25.4. Other Conditions. Accrued, but unpaid longevity pay is forfeited by an Officer who is terminated for disciplinary reasons. However, such funds may be recovered and are payable if the employee is reinstated by an Arbitrator or a Court of Law and all appeals are exhausted.

ARTICLE 26. HOLIDAYS

Section 26.1. Holidays. Full-time Officers shall be eligible for a total holiday leave of one hundred thirty six (136) hours with pay per calendar year. Said holiday leave for officers normally assigned to Municipal Court security shall be composed of the following eight (8) hour leave tours with pay:

1. New Year's Day,
2. Martin Luther King Day,
3. Good Friday,
4. Memorial Day,
5. Independence Day,

6. Labor Day,
7. Thanksgiving Day,
8. Day after Thanksgiving Day,
9. Christmas Eve Day,
10. Christmas Day,
11. New Year's Eve Day,
12. (five (5) personal leave days and the Employee's Birthday may be taken as floating holidays).

Section 26.2. Holiday Scheduling and Conditions.

A. Holidays shall be scheduled in accordance with established Division practices. Approval of holiday leave requests shall be conditioned upon the availability of adequate personnel.

B. Employees newly appointed or who separate in good standing shall be eligible for a proration of the annual holiday leave benefit such that for each month or part thereof of active service, the employee shall be eligible for one-twelfth (1/12) of the total holiday allowance.

C. 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.

D. 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 26.3. Premium Holidays. Officers who are scheduled to work any of the six (6) defined premium holidays will be paid either two and half (2 ½) times the regular rate of pay and will receive no time off for the holiday, or the Officer has the option with supervision approval, to receive time and one half (1½) the regular rate of 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 defined premium holidays will be paid time and one half (1 ½x) for all hours so worked.

The recognized days for this Section 26.3 benefit will be only: New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 26.4. Forfeited Holiday Pay. Accrued but unpaid holiday pay shall be forfeited by an Officer who is terminated for disciplinary reasons. However, such funds shall be paid if the employee is reinstated by an Arbitrator or a Court of Law and all appeals are exhausted.

ARTICLE 27. VACATION

Section 27.1. Vacation. Full-time Officers 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
26 years	30 workdays

The maximum leave period will be thirty (30) workdays. All service with the City shall be continuous with respect to vacation leave eligibility.

Permanent part-time officers who work at least one thousand five hundred sixty (1,560) hours annually shall receive vacation leave of up to a maximum of eighty (80) hours annually on a pro-rated basis. Such pro-ration shall be based on the total number of hours worked in the year prior to their anniversary date divided by 2,080, multiplied by 80 and rounded to the nearest whole number.

Section 27.2. Vacation Scheduling. Vacation scheduling shall be subject to division scheduling practices and manpower needs. Actual vacation selection by Officers will be uniform in each organizational unit. Selection shall be based on seniority within the unit and assignment in accordance with the provisions of departmental General Orders.

Vacation selected in one (1) week increments during the initial vacation selection process shall be guaranteed, and shall not be changed or canceled except in the event of a State of Emergency declared by the Mayor or the City Manager.

In those instances wherein an Officer has accrued vacation eligibility, a maximum of ten (10) days of accrued leave may be taken, upon request and approval, on a one (1) day leave basis. The scheduling of such vacation leave shall be contingent upon the availability of adequate personnel.

Section 27.3. Vacation Carry Over. Accrued vacation hours not taken by January 1st 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 carry over for purposes other than noted above shall be at the discretion of the City Manager.

Section 27.4. Vacation or Holiday Time Conversion. An officer may, if he so chooses, be allowed to convert up to a maximum of five (5) days of vacation or holidays per calendar year at the officer's permanent class rate into compensatory time if he does not have the maximum of eighty (80) hours. The employer shall not carry over any vacation or holiday time at the end of the calendar year.

ARTICLE 28. UNIFORMS

Section 28.1. City to Provide Uniforms. The Municipality shall provide each full-time Officer hired subsequent to the execution of this Agreement covered by this Agreement a uniform consisting of eight (8) shirts, four (4) sets of pants, one (1) duty belt and associated equipment, one (1) hat, two (2) ties, and one (1) lightweight jacket. The Municipality shall provide each part-time Officer hired subsequent to the execution of this Agreement covered by this Agreement a uniform consisting of four (4) shirts, two (2) sets of pants, one (1) duty belt and associated equipment, one (1) hat, two (2) ties, and one (1) lightweight jacket. Such uniform shall be properly maintained by the employee and shall be replaced on an as needed basis by the employee.

Section 28.2. Inspections. 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 replace uniforms and wearing apparel if and when found necessary.

Any Officer 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. Failure of uniform inspection may be grounds for discipline.

Section 28.3. Dry Cleaning. The City will, by bid contract, provide for cleaning and pressing of certain uniform apparel to be limited to three hundred (300) items annually at locations in both East and West Hamilton. Such service will further provide for the mending and alteration of authorized apparel. Officers are responsible for payment of items exceeding the three hundred (300) items annually.

Section 28.4. Termination. Any Officer who terminates employment with the City shall be required to return to the City all items which were purchased by the City.

ARTICLE 29. INSURANCES

Section 29.1. Medical Insurance. The City shall provide full-time employees a plan of health insurance as provided to non-union City employees.

The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

The parties agree that the City may periodically change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

Section 29.2. Premium Share. The City and the Officers shall share in the overall monthly premium cost of the insurance plan in the following manner: the City shall contribute no more than eighty-five percent (85%) of the total premium cost and the employees shall contribute at least fifteen percent (15%) of the total premium cost or the amount agreed upon for all other City employees through payroll deduction.

Section 29.3. Hired date/Coverage. Full-time employees eligibility for medical / surgical / dental / prescription care coverage shall commence relative to the employee's date of hire. If the employee is hired on or before the fifteenth of the month, coverage shall go into effect on the first of the next month. If the employee is hired after the fifteenth of the month, coverage shall commence on the first of the following month.

Section 29.4. One Family Plan. 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.

Section 29.5. Life Insurance.

A. The City will arrange for a policy of group life insurance for full-time Officers who have completed six (6) months' service with the City.

B. The amount of life insurance coverage eligibility, up to a fifty thousand dollars ($50,000) maximum, shall be an amount equal to one (1) times the Officer's annual wage or salary as provided in the current Classification and Compensation Plan but rounded to the next lower one thousand dollar ($1,000.00) increment.

C. If the Officer's annual wage or salary increases, the amount of their insurance shall be re-determined on an annual basis in accordance with paragraph B above, effective the next July 15th following the day of such increase in annual earnings.

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

E. The City will pay the total cost of the first ten thousand dollars ($10,000) coverage which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one (1) 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 Officer will contribute by payroll deduction for optional coverage costs.

F. Officers 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 the City.

ARTICLE 30. SICK LEAVE

Section 30.1. Accrual. Each full-time Officer and permanent part-time officer who has worked at least one thousand five hundred sixty (1,560) hours in the previous calendar year 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 (prorated to the time worked) in which the employee has actively worked. Unused sick leave accumulation shall accrue without maximum. Each permanent part-time officer who has worked less than one thousand five hundred sixty (1560) hours in the previous calendar year shall be entitled to a sick leave accrual of up to five (5) hours for each month (prorated to the time worked) in which the employee has actively worked.

Section 30.2. Administration.

A. Sick leave may be used only in accordance with the provisions of the sick leave policy as established by Administrative Directive 306.

   Sick leave usage for the purpose of illness/injury of a member of the Officer's immediate family (wherein the Officer'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 Officer 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 Officer'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 Officer.

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

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

Section 30.3. Special Provisions.

A. Upon retirement, full-time Officers hired on/after 1-1-95 shall be eligible to receive a cash payment based upon twenty-five percent (25%) of the value of the Officer's accumulated sick leave which shall mean the sick leave hours are eliminated. For full-time Officers hired prior to January 1, 1995, sick leave accumulation shall be unlimited.

Once an employee retires and converts sick leave, that employee shall not be eligible for any future conversions of sick leave.

B. In the event a full-time Officer hired on/after 1-1-95 dies from causes determined not to be duty-related or directly associated with their employment, a cash benefit based upon seventy-five percent (75%) of the value of the deceased Officer's accumulated sick leave will be paid to the surviving spouse and if the Officer leaves no surviving spouse, then to the estate of the deceased Officer or heir(s) at law. For purposes of this benefit, there shall be no maximum accumulation.

C. In the event of the death of a full-time Officer hired on/after 1-1-95 resulting from or caused by their employment, payment in the amount of one hundred percent (100%) of the value of the Officer's accrued sick leave shall be made to the surviving spouse or heir(s) at law or estate of the deceased Officer. For purposes of this benefit, there shall be no maximum accumulation.

Section 30.4. Line of Duty Injury.

A. An employee who suffers an on-the-job injury from original and an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of ten (10) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury, provided the employee is diagnosed and treated by a doctor on a preferred provider list of Workers' Compensation doctors approved by the City. After the employee has been off work for a period of ten (10) continuous days,

the employee shall receive his or her regular pay retroactive to the sixth (6th) workday of the period of continuous absence. Five (5) workdays of this period shall be charged against the employee's sick leave balance, and the remaining workdays for which injury leave is due shall be re-credited to the employee's sick leave account. The Employer shall have subrogation rights with regard to any amount paid in injury leave where the employee injury is the result of the actions of a third party.

Compensation for a permanent part-time employee during any period of injury leave shall be based upon their normal scheduled work week.

B. In order to receive Injury Leave, the employee shall submit, properly signed statements from a doctor on the preferred provider list of Workers' compensation doctors approved by the City which states: diagnosis, date of treatment(s), causal nature of the condition, nature of disability and prognosis with expected date of return. Periodic statements at intervals of not more than six (6) weeks shall be provided during the course of disability.

C. The Employer shall have the right to withhold any leave payment until it has received proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for disciplinary action up to and including discharge.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

E. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the Employer's physician releases the employee to return to work under such conditions.

F. If still unable to return to work, following any use of ILWP, the employee shall then fully utilize any sick leave in the employee's balance. He or she shall then use other accrued time (such as vacation, holiday, etc.) prior to requesting an unpaid leave of absence for medical reasons.

G. No ILWP shall be payable for any absence when the initial medical treatment was not sought within seven (7) days of injury. Each and every use of ILWP shall require the "waiting period" specified in paragraph A and no payment whatsoever may be made for any date more than one hundred and twenty (120) calendar days from the date of the original injury.

H. The City will continue to pay its portion of any premium payments on medical, surgical and life insurance benefits during any period of paid leave(s). The Municipality will pay its portion of any premiums for hospitalization, surgical, major

medical and life insurance for a period not to exceed six (6) months beyond the employee's accumulated leave time.

I. Seniority shall continue to accrue during any period of approved leave. However, timing of merit step adjustments or of probationary periods shall not continue during any period when the employee is off for more than thirty (30) consecutive days.

J. An employee on ILWP will be eligible for routine negotiated wage increases which otherwise are effective while the employee is on ILWP.

K. Injury Report. In case of an on-the-job injury, a copy of the injury report will be forwarded to the Union within thirty (30) days of the date the report is filed, when an employee has requested that by check-off on accident report.

ARTICLE 31. FUNERAL LEAVE

Section 31.1. Funeral Leave.

A. In the event of death in the immediate family, a full-time 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. Part-time employees are not entitled to funeral leave benefits.

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.

C. Use of funeral leave will not be charged against accumulated sick leave balances.

Section 31.2. Funeral Leave Compensation.

A. Funeral pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the Officer's base rate of pay. Funeral leave will not be granted for any period during which the Officer 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 Officer's immediate supervisor and, if requested, the Officer 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 31.3. Extended Family. In the event of the death of a full-time Officer'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, which shall mean attendance at funeral, at memorial services or for the visitation which occurs during a scheduled work time. No more than twenty-four (24) hours may be taken in any one (1) calendar year as funeral leave in keeping with this section.

Section 31.4. Additional Time. In the event an Officer should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation, personal leave, or compensatory time with the approval of the supervisor.

ARTICLE 32. MILITARY LEAVE

Section 32.1. Military Leave. Each Officer 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 one hundred and seventy-six (176) hours in any one (1) calendar year.

All military leave and compensation for such leave shall be in accordance with the State of Ohio and Federal Laws.

ARTICLE 33. FAMILY AND MEDICAL LEAVE

Section 33.1 Family Leave and Medical Leave.
All family and medical leave shall be in accordance with the Family and Medical Leave Act of 1993 and its amendments.

ARTICLE 34. ATTENDANCE INCENTIVE

Section 34.1. Purpose. The attendance incentive program is designed as a plan to reward persons who appear for work each day. Absences under this section, which shall diminish an employee's eligibility for that award shall include approved use of sick leave, unauthorized time off, disciplinary suspensions finally sustained through appeal proceedings, injury leave except as noted above, layoff, or separation from employment. For purposes of these sections, a workday is defined as an eight (8) hour tour of duty.

Section 34.2. Annual Incentive. Each full time Officer shall be paid an annual incentive award for work attendance as follows:

Perfect Attendance	$300.00
One day of absence	$175.00
Two days of absence	$100.00

Section 34.3. Time Period. 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 34.4. Absence Exceptions. 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 34.5. Daily Qualifications. 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. Notwithstanding the above language, 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 (2) days of absence, and so on.

Section 34.6. Injury Absence. 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 be considered an absence for purposes of these sections; except that approved absences from work while an employee is hospitalized due to a duty-related injury and the recovery period immediately subsequent to the employee's discharge from hospital inpatient care will not adversely affect benefit eligibility.

Section 34.7. Prorated Incentives. 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 34.8. Termination Waiver. Accrued, but unpaid attendance bonus is waived by an Officer who is discharged or terminated for disciplinary reasons. Said moneys may later be recovered if the Officer is later reinstated by an Arbitrator or a Court of Law and all appeals are exhausted.

ARTICLE 35. RETIREMENT PLANNING

Section 35.1. Retirement Planning. An Officer shall be permitted to travel to the Ohio Public Employee Retirement offices in Columbus, Ohio for the purposes of planning for retirement from the Police Division. Request for leave will be documented on a Leave Application Form (L.A.C.) as Police Pension Leave, and will be considered the Officer's regular work time for that day. The following provisions apply:

A. The request to travel will be in the last year of service to the City.

B. No overtime, per diem, or mileage compensation will be provided.

C. The Officer will advise their supervisor of the date requested. Once the L.A.C. is approved by the supervisor, the authorization for leave will not be revoked due to unforeseen absences.

D. In the event that an Officer in any year of service is advised by a Medical Doctor, that due to a medical condition the Officer is unable to perform their duties, that Officer may use this benefit for the purpose of traveling to the pension board for the purpose of applying for, or obtaining a disability pension.

E. Travel to the Ohio Public Employee Retirement Office's for regular retirement, or disability retirement will be a one (1) time option only. Should the Officer choose not to retire, any additional trips to the fund offices shall be on the Officer's own time.

ARTICLE 36. DURATION OF AGREEMENT

Section 36.1. Duration of Agreement. Except as otherwise provided herein, this Agreement shall be effective on the date of execution, and shall remain in effect until midnight, December 31, 2018. A party wishing to terminate, modify or negotiate a successor agreement shall notify the other party in writing of its offer to bargain collectively no earlier than one hundred twenty (120) and no later than sixty (60) days before this Agreement expires. Said party must also notify the State Employment Relations Board by sending it a copy of its offer to bargain.

Section 36.2. Complete Agreement - Waiver. 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

Section 35.3. Successor Negotiations. 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 18th day of April, 2016.

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

Tracy Rader
Staff Representative

Andrew Lymburner
Committee Chairman

THE CITY OF HAMILTON, OHIO

Joshua A. Smith 4/20/2016
City Manager

J. Scott Scrimizzi
Public Safety Director

Craig Bucheit
Chief of Police

Approved as to Form:

Heather Lewis 4/20/16
Heather Lewis
Law Director

APPENDIX A

SCHEDULE K

Corrections Officer/Special Police Officer

Effective January 1, 2016

CODE	CLASSIFICATION		1	2	3	4	5	6
8025	Corrections Officer	Hour (40)	$18.83	$19.77	$20.76	$21.80	$22.89	$24.03
		Biweekly	$1,506.40	$1,581.60	$1,660.80	$1,744.00	$1,831.20	$1,922.40
		Annual	$39,166	$41,122	$43,181	$45,344	$47,611	$49,982

SCHEDULE K

Corrections Officer/Special Police Officer

Effective January 1, 2017

CODE	CLASSIFICATION		1	2	3	4	5	6
8025	Corrections Officer	Hour (40)	$19.02	$19.97	$20.97	$22.02	$23.12	$24.27
		Biweekly	$1,521.60	$1,597.60	$1,677.60	$1,761.60	$1,849.60	$1,941.60
		Annual	$39,562	$41,538	$43,618	$45,802	$48,090	$50,482

SCHEDULE K

Corrections Officer/Special Police Officer

Effective January 1, 2018

CODE	CLASSIFICATION		1	2	3	4	5	6
8025	Corrections Officer	Hour (40)	$19.21	$20.17	$21.18	$22.24	$23.35	$24.51
		Biweekly	$1,536.80	$1,613.60	$1,694.40	$1,779.20	$1,868.00	$1,960.80
		Annual	$39,957	$41,954	$44,054	$46,259	$48,568	$50,981

APPENDIX B

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

1. Program Purpose. 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. Procedures:
   1. Subject Selection:
      1. At the beginning of each quarter, the Chief of Police may request up to ten (10) 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. Testing Procedures. Random drug tests will be administered by a certified collection official utilizing hair or urine testing as determined by the Chief of Police.
      1. Hair Testing. 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. Urine Testing. 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 forty (40) ounces of water;
    2. Up to three (3) hours to provide a suitable specimen. If the employee does not provide a suitable specimen within the three (3) 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. Positive Test Result/Refusals:
  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 Testing Procedures, 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. Record Maintenance. 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.