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AGREEMENT

BY AND BETWEEN

THE CITY OF NORTH COLLEGE HILL

AND



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

Part Time Police Officers

EXPIRES: March 31, 2014

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PREAMBLE

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

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

ARTICLE 1 — FOP-OLCI RECOGNITION

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

ARTICLE 2 — FOP-OLCI MEMBERSHIP

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

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

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

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

ARTICLE 3 — NO STRIKE

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

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

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

- A. Conduct and grade Civil Service examinations, rate candidates, establish eligibility lists from those examinations and make original appointments from the eligibility lists, as per State of Ohio Law.
- B. Determine matters of inherent managerial policy which, include but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure.
- C. Direct, supervise, evaluate or hire employees.
- D. Maintain and improve the efficiency and effectiveness of governmental operations.
- E. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- F. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees as per State of Ohio law.
- G. Determine the adequacy of the work force.
- H. Determine the overall mission of the Employer as a unit of government.
- I. Effectively manage the work force.
- J. Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 5 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

- A. **Step 1:** The grievant(s) or their representative shall present the facts, in writing, to the Police Chief within thirty (30) days of the date of the occurrence of the incident bringing about the grievance. The Police Chief shall respond, in writing to the grievant(s) within seven (7) calendar days after receipt of said grievance.
- B. **Step 2:** If the grievance is not resolved in Step 1, the grievant(s) or their representative may present the written grievance to the City Administrator within seven (7) calendar days from the written response of the Police Chief. The City Administrator shall respond in writing to the grievant(s) within fourteen (14) calendar days after receipt of the grievance.
- C. **Step 3:** If the grievance is not satisfactorily resolved in Step 2, the FOP/OLCI may appeal the decision within seven (7) days of such decision, and request to proceed to arbitration. An arbitrator, acceptable to both parties, shall be appointed as follows:
 - 1. The parties shall send a joint request to the Arbitration and Mediation Service (AMS) for a list containing the names of seven (7) arbitrators. Upon receipt of the list and beginning with the FOP/OLCI, the parties shall alternately strike the names of the arbitrators until only one (1) remains.
 - 2. If the FOP/OLCI, in its sole discretion, is dissatisfied with AMS after two (2) lists are received during the life of the contract, the FOP/OLCI may substitute the American Arbitration Association (AAA) for AMS at Step 4 and the same process for selecting an arbitrator will be used with AAA as was used with AMS with the following addition:
 - 3. Each party may decide to not strike any names from one list of arbitrators provided by the AAA. The party must strike from the second list provided by AAA, unless the other party chooses to exercise its single strike on the second list, in which case a third list would be provided by the AAA.
 - 4. An arbitrator will be selected within thirty (30) days of receipt of the list.
 - 5. The decision of the arbitrator shall be binding and final on both parties.
 - 6. The cost of the arbitrator shall be divided equally between the City and the FOP/OLCI. Any expense(s) for expert witness(es) shall be paid by the party producing them.
 - 7. Both the City and the FOP/OLCI have the right to tape record any of these proceedings if the requesting party provides a copy to the other party, on request, and at the other party's expense.

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

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

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

ARTICLE 6 — FOP-OLCI ASSOCIATE

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

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

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

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

ARTICLE 7 — PROBATIONARY PERIOD

Section 7.1: All newly hired employees and those employees rehired after an absence of one (1) year shall serve a probationary period during any required field training or re-training program and for an additional twelve (12) months following the completion of the training.

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

Section 7.3: A newly hired, probationary employee whose service has been determined unsatisfactory, may have their probationary period extended or be dismissed. Probationary decisions are not grievable.

ARTICLE 8 — PERSONNEL EVALUATIONS AND FILES

Section 8.1: Personnel files will be maintained and stored in a secure location by the Police Chief.

Section 8.2: Personnel evaluations will be made annually on non-probationary employees by the Sergeants and the Police Chief, and the Police Chief shall make the final, comprehensive evaluation. The evaluation shall be reviewed with each employee. A copy of the evaluation, signed by the employee and the Police Chief shall be entered into the employee's personnel file. A copy of the evaluation shall be given to the employee. Evaluations will be maintained in the employee's personnel file for a period not to exceed three (3) years. Probationary employees will be evaluated quarterly during their probationary period.

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

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

Section 8.3: All entries and/or copies placed in an employee's file that pertain to allegations or charges against the employee, which are determined to be "not sustained" or "unfounded", or which result in an exoneration of the accused employee, shall immediately be removed from the employee's file and a copy given to the employee. There shall be no further record of these documents contained within the employee's file.

Section 8.4: In the event that an allegation or a charge results in disciplinary action taken against an employee, the entries concerning the incident and the resulting disciplinary action shall be immediately removed from the employee's personnel file based on the following schedule:

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

Oral reprimands

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

Section 8.5: An employee shall be allowed to examine their personnel file within a reasonable time after making a request to the Police Chief.

Section 8.6: Employees shall be informed of any additions and deletions of items in their personnel file, except for information provided by the employee for inclusion in the file and be given the opportunity to initial, sign, or attach a rebuttal to such entries.

Section 8.7: In the event that an incident should occur, an employee shall be granted twenty-four (24) hours to secure legal assistance and/or contact a representative of the FOP-OLCI, if desired by the employee, before any statements are made in reference to the incident that may affect the outcome of any disciplinary action or legal liability to the employee.

Section 8.8: In accordance with Section 149.43 of the Ohio Revised Code, the City shall not release any confidential law enforcement investigation records which may include information whose disclosure would endanger the life or physical safety of the employee and/or their family members. The employee will be advised of any requests for public records information prior to the City releasing any information.

ARTICLE 9 – ALLOWANCES

Section 9.1: Through December 31, 2011, a clothing allowance account amount to a maximum of one half (1/2) of the full time officers dollars per year, will be held in escrow for each non-probationary, uniformed employee. Upon presentation of valid receipts to the City Administrator, an employee may be reimbursed by payouts from their escrow account. To qualify, receipts must indicate the purchases of employee uniforms and/or appurtenances or the professional cleaning, altering or repairing of said uniforms or appurtenances. As an alternative to this procedure, arrangements may be made for suppliers to bill the City directly for such purchases. For the purpose of this Section, uniform items are those defined in the North College Hill Police Department Policy

and Procedure manual, to include any amendments, deletions or changes. Uniform purchases will be considered to be the purchase of pants, shirts, shoes, vests, coats, ties, belts, leather or nylon goods, socks, gloves or hats. If the maximum allotted amount per uniformed employee per year is not reimbursed, any remaining money reverts to the City's General Fund. Through December 31, 2011, the City shall outfit all newly hired employees with: 2 summer shirts with patches, 2 winter shirts with patches, two pair of pants, badges, name tags, collar brass, metal buttons, hat, tie, winter coat, protective vest, firearm, holster, ammo pouch, extra magazines, raincoat, traffic vest, chemical agent & case, and any other equipment as deemed necessary by the employer.

Section 9.2: All newly appointed part-time officers receiving their initial uniforms and equipment, as outlined in Section 9.1, will have their clothing allowance pro-rated on a monthly basis for the 1st year after receiving said uniforms and equipment.

Section 9.3: Uniform and Equipment:

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

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

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

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

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

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

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

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

Uniforms or equipment that is worn out or otherwise reached the end of its useful function prior to

this rotation, or is lost, stolen, destroyed or damaged in the line of duty and without neglect on the part of the employee shall be replaced by the employer without cost, or charge to the employee on an "as needed" basis as recommended by the Chief or his designee.

- D. **Discretionary/Miscellaneous Uniform purchases.** Effective January 1, 2012, the City shall reimburse employees for equipment and other items that are not part of the new hire issue in Appendix A up to an amount not to exceed \$100.00 annually. These items must be approved by the Chief of Police or his designee and shall include but are not limited to such things as Under Armour, thermal underwear, extreme cold weather gear (thick gloves, socks, hoods or facemasks, turtlenecks, dickies), dry cleaning, advanced radio earpieces or microphones not provided by the Employer, additional body armor carriers not provided by employer, duty knives and new technology items such as lighter, brighter flashlights, and other similar items not specified.
- E. **Termination of employment.** All uniforms and equipment provided by the employer to employees hired on or after April 1, 2011 remain the property of the employer and must be returned by the employee. All uniforms and equipment for employees hired prior to April 1, 2011 and provided on or after January 1, 2012 remain the property of the employer and must be returned by the employee.

Section 9.4: Any legitimate expense allowance authorized by ordinance or established by City policy shall be in addition to the employee's regular salary and shall not be deducted from salary money payable.

Section 9.5: Employees traveling on official or City business should use a City-owned vehicle, when one is available, unless they choose to use their personal vehicle at their own expense. Employees required to use their personal vehicle for official City business or for City related travel, when approved by the City Administrator, shall be reimbursed at the current rate allowed by the IRS plus parking expenses incurred for which receipts are presented to the Finance Director.

Section 9.6: Employees who travel on official business or for taking professional training, approved by the City Administrator, shall be reimbursed for reasonable travel expenses, parking, lodging and meals. The City Administrator may establish a maximum reimbursement for travel expenses.

Section 9.7: Registration fees for conferences, seminars or other such programs deemed to be in the best interest of the City, when approved by the City Administrator, shall be paid by the City, either directly or by reimbursement to the employee. If other financial aid is unavailable, and if approved by the City Administrator in advance, an employee may be reimbursed for successfully completing other advanced training to upgrade the performance of their job duties and the image of municipal *service*.

Section 9.8: When an employee supplies evidence that they have sustained damage to their personal property, department issued property or property that has been purchased with the officer's clothing allowance, while in the performance of their assigned duties and provided that such damage was not the result of willful misuse or negligence on their part, the Employer shall reimburse the employee for the cost of necessary repairs or replacement excluding normal wear and tear, up to a maximum of one hundred fifty dollars (\$150) per incident. The employee shall present the damaged property for inspection by the Employer prior to any repair or replacement. Repair or replacement shall be the option of the Employer.

Section 9.9: The City agrees to replace each employee's body armor no later than every five (5) years or prior to the expiration of the manufacturer's warranty, whichever occurs first, and to pay 100 percent of the replacement cost, not to exceed a final cost to the City of \$675.

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

Section 9.10: The City will provide prescription eyewear inserts for gas masks as soon as possible after date of hire. The individual officer shall maintain and where necessary upgrade the prescription eyewear inert through the use of the officer's uniform allowance.

ARTICLE 10 – HOLIDAY PAY

Section 10.1: Any part-time officer working on the days listed below shall be entitled to overtime pay at a rate of one and one-half (1 1/2) times their regular rate.

New Year's Day	Memorial Day	Independence Day	Labor Day	Thanksgiving Day
Christmas Day				

ARTICLE 11 – WORKERS COMPENSATION

Section 11.1: All part-time officers shall be covered under the State of Ohio Worker's Compensation Plan.

ARTICLE 12 - DEATH BENEFITS

Section 12.1: A part-time police officer engaged in the performance of their duties, excluding their commute to and from work, shall be covered with an accidental death and specific loss coverage up to five-thousand dollars (\$5,000), subject to the limitations and exclusions of the policy.

ARTICLE 13 - WAGES

Section 13.1: The term "Part-Time Pay Grades", as used in this Article, shall have the following meaning unless otherwise specified herein:

- A. Pay Grade I is applicable until completion of the Field Training Program
- B. Pay Grade II is applicable to the first full year of service after the completion of the Field Training Program.
- C. Pay Grade III is applicable to first and second years of service after the completion of Pay Grade II.
- D. Pay Grade IV is applicable to the first and all succeeding years of service after the completion of Pay Grade III.

Section 13.2: All pay set forth in this Article shall be payable in bi-weekly installments unless another method of payment is specifically set forth.

Section 13.3: Effective April 1, 2011 and for the duration of this Agreement, the rate of pay for each Pay Grade will be as follows:

- A. Pay Grade I - as determined by the Employer.
- B. Pay Grade II - 75% of Part-Time Pay Grade IV, \$16.07 per hour.
- C. Pay Grade III - 85% of Part-time Pay Grade IV, \$18.22 per hour.
- D. Pay Grade IV - equal to Pay Grade I of the full-time Police Officers, \$21.43 per hour.

Section 13.4: Officer-in-Charge Pay: In the event there is not a Police Sergeant or other person of higher rank assigned to patrol duty during a scheduled shift, the Police Chief shall assign a police officer to assume supervisory duty as the Officer-in-Charge based on seniority, skills, ability and record of past performance. If the Police Chief is not available when the assignment must be made, the senior police officer will assume supervisory

duty as the Officer-in-Charge. Compensation for the Officer-in-Charge shall be \$1.25 per hour.

Section 13.5: Call-in Pay. Any part-time Police Officer who is called into duty for any non-scheduled assignment (i.e. departmental meetings, HRWT, etc.) will be compensated at their regular pay rate for each hour worked, receiving no less than a minimum of two (2) hours of pay for the call-in.

Section 13.6: Part Time officers assigned to work a detail paid by the City, and for the City will be paid a minimum of three (3) hours pay.

ARTICLE 14 - COURT DUTY

Section 14.1: An off-duty employee, who makes a Court appearance on official business, will be compensated at their regular pay rate at the minimum hours as follows:

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

Section 14.2: Hour for hour pay shall be given if more than two (2) hours are spent in any North College Hill Court. Hour for hour pay shall be given if more than three (3) hours are spent in and Municipal, County or Federal Court.

Section 14.3: On duty employees, required to appear in any court on official business, do not qualify for additional compensation under this section and will be paid at their regular rate of pay.

ARTICLE 15 - LABOR/MANAGEMENT MEETINGS

Section 15.1: In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet with not more than three (3) representatives of the FOP-OLCI to discuss issues and promote a harmonious labor/management relationship. Such meetings may be called by either party and shall be held at least twice and not more than six (6) times per calendar **year at a mutually agreed** upon time and location.

Section 15.2: Both parties will exchange a list of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. The purpose of the labor/management meetings shall be to:

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

Section 15.3: It is further agreed, that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible within 14 calendar days.

Section 15.4: Meetings scheduled by the Employer with bargaining unit employees for reasons pertinent to the

normal operation of the Police Department, shall not be considered as Labor/Management meetings.

ARTICLE 16 - NON-DISCRIMINATION

Section 16.1: The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining units. The City and the FOP-OLCI agree that there shall be no discrimination, against any employee, relating to their employment on the basis of race, color, creed, national origin, age, sex, handicap, political affiliation or marital status.

Section 16.2: There shall be no discrimination, interference, restraint, coercion or reprisals against any employee because of FOP-OLCI membership or non-membership and/or participation or non-participation in any lawful activity on behalf of the FOP-OLCI.

Section 16.3: Whenever the male gender pronoun or adjective is used in this Agreement, it shall be deemed to also include reference to the female gender unless otherwise indicated.

ARTICLE 17 – RETIREMENT BENEFIT

Section 17.1: Upon their retirement from the North College Hill Police Department, with at least twenty-five (25) of service with the department, officers will be presented with their duty weapon, badge, two magazines, pistol lock, weapon case if still available, and official ID with "retired" marked on it.

ARTICLE 18 – OFF DUTY DETAILS

Section 18.1: From time to time local businesses, schools and organizations may request the Police Department to make off-duty employees available to them to provide security for their functions. Upon approval of the Police Chief, these off-duty detail requests will be posted in a conspicuous location in the Police Department and employees may sign up to work them in their off-duty time.

Section 18.2: Off-duty details will be filled in the following manner, provided there is sufficient time for the full selection process:

- A. (i) Other than the exceptions below, all City paid details shall be filled by full-time officers and part-time officers on a 50% part-time, 50% full-time basis with a review of the percentages taken on a quarterly basis beginning July 1, 2008 to ensure compliance. Once a detail is posted, these employees will have the first ninety-six (96) hours to sign up for the detail before any other employees are eligible to do so. Shortfalls on the number of details shall be corrected in the following quarter.
- (ii) S.T.E.P. detail shall be filled by full-time officers and part-time officers on a 60% part-time, 40% full-time basis with a review of the percentages taken on a quarterly basis beginning July 1, 2008 to ensure compliance. Once a detail is posted, these employees will have the first ninety-six (96) hours to sign up for the detail before any other employees are eligible to do so. Shortfalls on the number of details shall be corrected in the following quarter.
- B. The Mayor's Court detail shall be filled by the Police Chief or his designee and two full-time officers. If the Police Chief is unavailable, a part-time officer will be offered the detail first.
- C. DIRT, surveillance and HRWS shall be available to both full-time and part-time employees.

- D. The parade detail shall be offered to part-time officers first. If a part-time officer is unavailable, the detail will be filled by a full-time officer.
- E. Unofficial juvenile court and the juvenile work details shall be offered to part-time officers first. If a part-time officer is not available, the detail shall be filled by a full-time officer.
- F. Christmas related details when posted shall be offered first to part-time officers. If not filled, full-time officers shall fill the detail.
- G. Officers will not be permitted to sign up more than thirty (30) days in advance for recurring off-duty details.
- H. After the procedure above have been exhausted and an opening remains for the off duty detail, the Police Chief may fill the detail as deemed appropriate.

ARTICLE 19 – COMPLAINTS

Section 19.1: Both parties acknowledge that, in the course of employment, the public may register complaints against an employee. These types of complaints are best resolved through the employee's chain-of-command, from the Supervisor up to the City Administrator.

Section 19.2: The City shall accept and process public complaints against any North College Hill Police Department employee as follows:

- A. A complaint should be made in writing to the Police Chief on a North College Hill Police Department Citizen Complaint Form. Anonymous complaints, either written or verbal, will be discouraged unless extenuating circumstances are present, and will be investigated, giving special attention to the employee's right to due process.
- B. The complaint and affidavit must be signed by the complainant, notarized by a Notary Public and include the complainant's complete address and contact information.
- C. Upon receipt of a properly executed North College Hill Police Department Citizen Complaint Form, the Police Chief will assign a complaint number to the complaint and, unless the Police Chief determines that there is no violation alleged in the complaint, forward it to the accused employee's Supervisor for investigation.
- D. The Employer will provide a complete copy of the complaint to the accused employee and afford them reasonable time before asking them any questions regarding the complaint.
- E. The employee, upon receipt of a copy of a properly executed North College Hill Police Department Citizen Complaint **Form and after the reasonable time afforded them, may** be asked for a written response to the allegations in the complaint. Employees will be advised of their Garrity Rights and their right to representation before any questioning or response is requested.
- F. The Supervisor will review the employee's response and include it, along with the results of their investigation, in a written report to the Police Chief as expeditiously as possible after receipt of the employee's response.
- G. The Police Chief will review the Supervisor's response and as expeditiously as possible:
 - 1. Rule the complaint unfounded and inform the employee, in writing, of such; or
 - 2. Rule the complaint valid and inform the employee, in writing, of any disciplinary measures to be taken.
- H. H. Unfounded complaints will be destroyed immediately. No originals or copies pertaining to an unfounded complaint will be placed in the employee's personnel file.

ARTICLE 20 – DISCIPLINE, DISCHARGE AND APPEAL

Section 20.1: The City shall have the right to discipline or discharge an employee for just cause. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct deemed to be unbecoming an employee, or any other acts of misfeasance, malfeasance, nonfeasance or other just cause shall be cause for disciplinary action.

Section 20.2: Progressive discipline shall be understood to include those steps listed below, in Section 20.3 of this Agreement. It is understood that certain acts of misconduct or unsatisfactory performance, the combination of two or more incidents of misconduct or unsatisfactory performance, the elapsed time between incidents and other factors may require the imposition of harsher initial discipline, the skipping of progressive disciplinary steps or the repeating of a progressive disciplinary step. In all cases the disciplinary penalties shall be appropriate to the severity of the offense based on the totality of the circumstances known to the disciplinary steps, *the* Employer will document in writing the reason(s) for doing so, including the "Five Factors of Equity" if used by the Employer.

Section 20.3: Degrees of Progressive Discipline:

- A. **Counseling and/or Training of a Non-Punitive Nature:** A supervisor generally administers and documents this type of disciplinary action.
- B. **Warning Letter:** A supervisor generally administers and documents this type of disciplinary action.
- C. **Written Reprimand:** A supervisor, with the approval of the Police Chief, generally administers this type of disciplinary action. The written reprimand shall state the circumstances and reasons for such action.
- D. **Suspension Without Pay** The Police Chief and City Administrator have the authority to suspend, without pay, any employee under their management and control. The employee shall be notified in writing of the suspension, the effective date, the duration and the circumstances and reasons for the action.
 - 1. The Police Chief may only suspend an employee for up to three (3) days without pay.
 - 2. The City Administrator may suspend an employee for four (4) or more days without pay.

In determining a suspension for part time officers, the following process will be used: The City will determine how many days a full time officer would be suspended for the same or similar infraction. The City will convert the days to an equivalent number of hours, then review the officer's past six (6) pay periods to calculate how many hours it took the officer in question to accumulate that amount of time. Subsequently, the officer will serve the suspension for that period of time.

The affected part-time officer will be provided a full written explanation of how the calculation was made and a copy of that same documentation will be placed into the officer's personnel file.

- E. **Dismissal:** The City Administrator administers this type of disciplinary action. In the event of a recommendation of dismissal, the employee shall be notified in writing of the dismissal, the effective date, the circumstances and reasons for the action, and of the employee's right to grieve.

Section 20.4: No employee will be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee will be given reasonable advance notice of the hearing, with a description of the charges. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the employee and his representative an opportunity to respond to the charges.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a

disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

Section 20.5: If an employee is aggrieved by any disciplinary action, the employee may file a grievance in accordance with Article 5 of this Agreement.

Section 20.6: Anonymous complaints without corroborative evidence shall not be cause for disciplinary action.

Section 20.7: No employee shall be subject to disciplinary action solely on the basis of Polygraph, CVSA, or other truth verification device.

ARTICLE 21 – SENIORITY AND LAYOFF

Section 21.1: Seniority shall be defined as the length of continuous, part time service from the employee's most recent starting date as a North College Hill Police employee. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the most recent starting date upon successful completion of the probationary period.

Section 21.2: Seniority shall be lost when an employee:

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

Section 21.3: The City shall provide the FOP-OLCI an up-to-date seniority list of employees governed by this Agreement. This list shall be kept up-to-date and shall list each employee and their starting date as a North College Hill Police Department employee.

Section 21.4: In the event of any work force reduction, causing the layoff of an employee covered by this Agreement, their seniority, skills, and ability will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

Section 21.5: All current part-time police officers who are applicants for a full-time police officer slot shall receive a credit of 20% of the passing score in the regular examination in which he/she receives a passing grade.

ARTICLE 22 – COMPLETE AGREEMENT

Section 22.1: This Agreement represents the complete Agreement between the parties and neither party, for the duration of this Agreement, will be required to bargain collectively with respect to any subjects or matter referred to in this Agreement even though such subjects or matters may or may not have been proposed, considered, or contemplated by either or both parties at the time this Agreement was negotiated and signed.

Section 22.2: In the event that any of the conditions of this Agreement shall become invalid or unenforceable by reason of any Federal or State law, now existing or hereafter enacted, or by reason of any court or agency decision, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 22.3: When this Agreement or any renewal thereof terminates as provided, all rights, duties and obligations created there under shall also immediately terminate.

ARTICLE 23 – HEALTH PROTECTION

Section 23.1: The City agrees to offer Hepatitis B Vaccinations to any bargaining unit member who desires them. The cost of such vaccinations will be paid by the City.

ARTICLE 24 – AUXILIARY OFFICERS

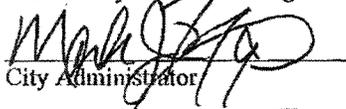
Section 24.1: The City agrees auxiliary officers will not be used in the place of part time officers normally scheduled to a shift. It is understood that if reasonable effort has gone into filling a position which is normally filled by a paid officer and no one is available, auxiliary officers may then be utilized.

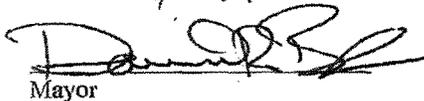
ARTICLE 25 - DURATION

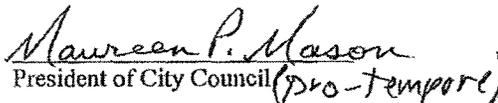
Section 25.1: This Agreement shall be effective as of April 1, 2011 and remain in full force until midnight on March 31, 2014. Both parties hereby agree that this Agreement shall renew itself automatically, from year to year, after calendar year 2014, unless either of the parties hereto notifies the other, in writing, at least ninety (90) days prior to the expiration date of March 31, 2014 of their intention to terminate, modify or renegotiate this Agreement.

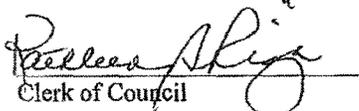
In Witness Whereof, the parties hereto have hereunder set their hands and seals on this 9th day of June, 2011.

For the City of North College Hill


City Administrator

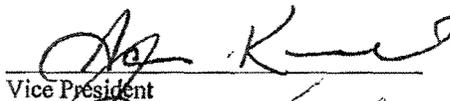

Mayor


President of City Council (pro-tempore)


Clerk of Council

For the Fraternal Order of Police – OLOA


President


Vice President


Staff Representative

APPENDIX A - UNIFORM ISSUE

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

Key Holder

Duty Bag

2 Ticket Books

Duty Gloves

Duty Clipboard

Body Armor

Tactical Outer Carrier for Body Armor

Taser and Taser holster

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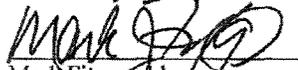
CITY OF NORTH COLLEGE HILL & FOP/OLCI
MEMORANDUM OF UNDERSTANDING

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

The parties agree as follows:

1. During the term of this MOU the City will pay part-time officers who provide security for Mayor's Court at a rate of one and one-half (1 ½) times their regular rate for a minimum of two (2) hours. Hour for hour pay at the rate of one and one-half (1 ½) time their regular rate shall be given if more than two (2) hours are spent at Mayor's Court.
2. This MOU shall be effective for the period beginning on the execution date of this MOU noted below, and expiring on March 30, 2014.
3. This MOU is not part of the Collective Bargaining Agreement.

For the City:



Mark Fitzgerald
City Administrator

Execution Date: 6/7/2011

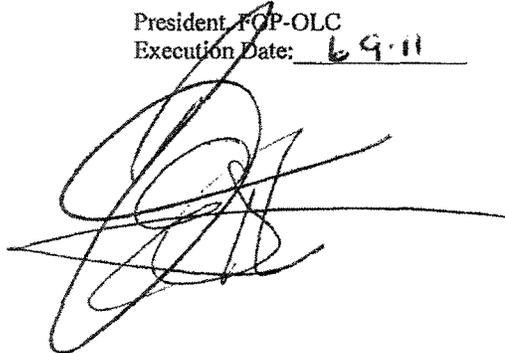
For the Union:



President FOP-OLC

Execution Date: 6-9-11

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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 10-MED-12-1788
EMPLOYEE ORGANIZATION,	}	(Part-time Police Officers)
	}	
and,	}	
	}	
CITY OF NORTH COLLEGE HILL,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. James Lawrence
jlawrence@fbtlaw.com