

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 22nd day of October 2019, by and between the City of Hamilton (“Employer”) and the City of Hamilton FOP, Local # 38 (“FOP”). These parties will be collectively referred to as the “Parties.”

WHEREAS, the Parties have a Collective Bargaining Agreement effective from March 1, 2018 through February 28, 2021 (“2018-2021 CBA”); and

WHEREAS, the Parties mutually agreed to add Court Security Officers to the Patrol Officer bargaining unit during the term of the 2018-2021 CBA; and

WHEREAS, the following represents additional terms to be added to the 2018-2021 CBA to accommodate the transition of Court Security Officers into the existing 2018-2021 CBA;

NOW THEREFORE BE IT RESOLVED THAT, the Parties agree, as follows:

Section 1. Court Security Officer Duties:

Upon being added to this Agreement, Court Security Officers will continue to perform the duties previously associated with Court Security Officers before they were added to the Agreement. Court Security Officers will not be permitted to perform the duties of Patrol Officers unless and until such individuals become Patrol Officers pursuant to the process for becoming a Patrol Officer in this MOU. The Employer may assign Patrol Officers to perform the duties of Court Security Officers.

Section 2. Court Security Officer Wages and Benefits:

Upon execution of this MOU, Court Security Officers will be placed at Step 1 of Pay Range 27-P and will remain at Step 1 unless and until they are transferred to Patrol Officer. Court Security Officers shall be credited with all prior service credit for purposes of all vacation and sick leave when added to the Collective Bargaining Agreement. With regard to longevity pay, Court Security Officers shall be credited with all the time employed as a Court Security Officer up to a maximum of five (5) years when added to the Agreement. (Example: a Court Security Officer with ten (10) years of service will receive longevity pay associated with five (5) years of service upon execution of this MOU). Thereafter, Court Security Officers will continue to accrue longevity pay benefits in accordance with the progression otherwise set forth in the collective bargaining agreement and continuing regardless whether the employee remains a Court Security Officer or transfers to Patrol Officer. Court Security Officers will not be subject to a probationary period as a result of moving into the Agreement. A Court Security Officer that is within their probationary period at the time this MOU is executed will be required to complete the remaining portion of the probationary period after entering the Agreement.

Section 3. Transfers From Court Security Officer to Patrol Officer:

(A) A Court Security Officer will automatically be transferred to Patrol Officer upon successful completion of the new-hire requirements on the Physical Agility Test ("PAT") and the Field Training Officer ("F.T.O.") period.

(B) Examinations:

- a. Court Security Officers must notify their immediate supervisors of their intention to take the PAT for purposes of transfer to Patrol Officer. The date of the test must be no later than sixty (60) days from the time of notification. Court Security Officers taking the PAT for purposes of transfer to Patrol Officer must take the PAT outside of the Officer's regularly scheduled hours of work. Physical testing that occurs during annual in-service training shall not satisfy the PAT requirements necessary for transfer to Patrol Officer. Court Security Officers may not take the PAT for purposes of transfer to Patrol Officer more than one (1) time per year.**
- b. Upon successful completion of the PAT, the Court Security Officer seeking transfer to Patrol Officer will be scheduled to begin their F.T.O. period.**
- c. If the Court Security Officer passes the PAT, but fails the F.T.O. period, the Officer will no longer be eligible for transfer to Patrol Officer, without express permission from the Employer and at the Employer's sole discretion.**
- d. Once transferred to Patrol Officer, the employee may be (1) assigned to road patrol at the discretion of the Chief of Police, (2) may continue to work Court Security Officer duties at the discretion of the Chief of Police, and (3) will immediately be eligible for patrol overtime and off-duty details, subject to the same rights and under the same terms otherwise applicable to Patrol Officers.**

(C) Court Security Officers shall be credited with all prior service credit for purposes of annual vacation accrual and sick leave balance when transferred to Patrol Officer or any other benefit not specifically address within this MOU.

(D) Upon successful transfer to Patrol Officer, the Employee will proceed through the wage steps at the normal rate as a Patrol Officer pursuant to Article 6 of the 2018-2021 CBA.

(E) Court Security Officers shall not be credited with any prior service credit for purposes of shift selection or vacation selection pursuant to Article 13 of the 2018-2021 CBA.

(F) Probation

- a. A Court Security Officer that decides to seek transfer to Patrol Officer will be required to complete the probationary period for Patrol Officers. If the Court Security Officer does not successfully complete their probationary period to become a Patrol Officer, they have the right to return to Court Security Officer status.**

Section 4. Physical Agility Test for Court Security Officers:

Court Security Officers are not considered "hired after this Agreement" for purposes of Article 21, Section 3, Part B of the 2018-2021 CBA, such that they are not required to meet the score required by Article 21 Section 3 Part B while continuing in Court Security Officer status. However, Court Security Officers transferring to Patrol Officer will be considered "hired after this Agreement" for purposes of Article 21, Section 3, Part B of the 2018-2021 CBA.

Section 5. Court Security Officer Overtime:

Court Security Officers shall remain eligible to work overtime assignments occurring at the Hamilton Municipal Court and Hamilton Customer Service (Utilities). However, Court Security Officers shall not be eligible to work Patrol overtime or off-duty details until transfer to Patrol Officer.

Section 6. Court Security Officer Clothing Allowance:

Upon execution of this MOU, Court Security Officers will be given the same clothing allowance pay as each unit member pursuant to Article 14 Section 1 of the 2018-2021 CBA and annually on or about March 15th.

Upon execution of this MOU, Article 14 Section 7 Part A of the 2018-2021 CBA will apply to Court Security Officers.

With regard to 2019 allocations of clothing allowances for Court Security Officers, and only 2019, all allowances allocated pursuant to Article 14, Section 1 and Article 14, Section 7, Part A will be prorated for the 2019 year. Court Security Officers will not be considered

“new hires” with respect to up-front options for clothing allowances offered to new Patrol Officers.

Section 7.

Upon execution of this MOU, Court Security Officers will not count towards the sworn complement as defined in Article 34 Section 1 of the CBA. Once the Court Security Officer has successfully completed transfer to Patrol Officer status as described in Section 3 of this MOU, he/she will then count towards the complement as stated in the as referenced in the above stated section of the current CBA.

Section 8.

Upon ratification by both Parties and execution, this MOU shall be attached to the 2018-2021 CBA. The Parties shall add the terms of this MOU to the collective bargaining agreement during the negotiation for a successor labor agreement to the 2018-2021 CBA, except as amended through further negotiations. Any violation of this MOU shall be resolved through the grievance and arbitration procedures set forth in the 2018-2021 CBA.

Section 9.

For purposes of wages and benefits described within this MOU, the effective date of the MOU is September 30, 2019.

For the Employer:

J. Scott Scrimizzi
A/City Manager

10/22/19

Date

For the FOP:

Richard I. Robinson
FOP PRESIDENT 10/29/19

Date