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AGREEMENT

BETWEEN

THE CITY OF KENT

AND

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL
FOR THE DISPATCH EMPLOYEE UNIT
OF THE KENT POLICE DEPARTMENT

NOVEMBER 1, 2011 THROUGH OCTOBER 31, 2014

NOVEMBER ___, 2011

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ARTICLE 1
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Kent, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Union".

ARTICLE 2
RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all employees employed and occupying the position Clerk Dispatcher, Dispatch Coordinator, and including the authorized level of three part-time Clerk Dispatcher employees, and excluding all other seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 3
DUES DEDUCTIONS

3.01 The plan of voluntary dues deduction shall be in effect under this Agreement. The form of said assignment shall be furnished by the Union, and it is agreed that the Union will save the Employer harmless from any and all claims or liability of any sort resulting from the making of deductions in accordance with said form and this Agreement. The Union shall afford its members an opportunity to cancel deductions during the first ten (10) days of the two (2) week period pending the termination of this Agreement.

3.02 Union Dues shall be deducted upon notification by the Union to the Employer. The Employer shall deduct said dues in a reasonable period and manner agreed upon by the Union prior to said deduction being instituted for bargaining unit members.

3.03 The Employer agrees to deduct monthly dues once each month from the pay of the bargaining unit members who have authorized same, writing on a legally sufficient form to be furnished by the Union and presented to the appropriate payroll officer in the Department of Finance.

3.04 The amount to be deducted shall be certified to the payroll officer prior to making any changes in bargaining unit members' dues. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deductions with a listing of the employees, to be transmitted to the Union no later than the tenth (10th) day following the payday in which the deduction is made.

3.05 Deductions under Paragraph 3.03 above, shall be made during one (1) pay period each month. If any employee's pay for the period is insufficient to cover dues, the Employer will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any member during any particular month, the Employer, upon verification from the Union, will make the appropriate deduction from the following pay period or periods. The Employer shall also deduct dues for any prepayment of vacation or any other reasons for periods covered that dues monies would have otherwise been deducted.

3.06 It is hereby agreed by and between the Employer and the Union, that as a condition of employment and after a probationary period of thirty (30) days immediately preceding employment or the effective date of this Agreement, all employees in the bargaining unit shall either become a dues paying member of the Union, or remit a fair share fee in an amount specified by the Union, not to exceed the monthly dues, all on the basis of automatic dues deduction.

3.07 The Employer agrees to automatically deduct said dues and/or fair share fee, in the amount certified in writing by the Union to the Employer on a monthly basis and remit directly to the Union at 222 E. Town Street, Columbus, Ohio 43215-4611 or other address as may be provided by F.O.P./O.L.C. from time to time.

3.08 The Union shall indemnify the Employer and any Department of the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any Department of the Employer for the purpose of complying with the provisions of this Article.

3.09 It is understood and agreed that neither the Employer nor the Union will, in any way, influence or attempt to influence bargaining unit members in their payment of dues by payroll deduction.

ARTICLE 4
AGREEMENT

4.01 Due to the fact that conditions of employment in the police service are very different, in many areas, than those of employment in other public departments and agencies, the Employer and the Union agree that collective bargaining and negotiations for Police Division employees should be conducted separately from those negotiations by the Employer with other employees and/or groups of employees.

4.02 Since conditions of employment in the Police Division apply to all officers and members, exclusive of the Captains, Sergeants, Lieutenants, Secretaries to the Chief of Police, and the Chief of Police, as employees, it is agreed that collective bargaining and negotiations as to all matters concerning wage, hours, terms and other conditions of employment shall be between the Employer and the Union as provided in this Agreement, and the Union shall be spokesman for and is obligated to represent its members within the Police Division.

4.03 This Agreement sets forth all terms and provisions relative to wages, hours, terms and other conditions on or concerning which the parties intend to bargain or contract during the life of this Agreement. Neither party shall have a duty to bargain on any subject during the term of this Agreement. This Agreement supersedes and voids any and all prior Agreements between the parties.

4.04 The terms and conditions of employment contained in this Agreement shall be binding following the approval of the City Council for the terms and duration thereof, and may not be amended or altered by City Ordinance or Resolution. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the authorized representative of the Employer and the Union.

4.05 The provisions of this contract shall take precedence over the statutory provisions of Chapter 124 for employees covered by this contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.

ARTICLE 5
NO STRIKE/NO LOCK-OUT

5.01 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Kent, Ohio and therefore the Union agrees that neither it, its officers, agents, representatives or members will authorize or instigate, cause, aid, condone, refuse to cross picket lines, or participate in any strike, or work stoppage by its members or other employees of the Employer for the duration of the Agreement.

5.02 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violations of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

5.03 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will order, authorize, instigate, cause, aid or condone any lockout of members of the Bargaining Unit.

5.04 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

ARTICLE 6
DISCRIMINATION

6.01 In accordance with applicable laws and regulations, the provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to sex, race, color, creed, national origin, religion, handicap, political affiliation, age or military status. No dispute or controversy arising under this Section 6.01 shall be grievable pursuant to the grievance and arbitration article of this Agreement to the extent any applicable law or regulation provides an avenue of relief available to the affected employee.

6.02 All reference to employees in the Agreement shall designate both sexes.

6.03 The Employer and the Union recognize the right of all eligible employees to belong or refrain from belonging to the Union and to participate or refrain from participating in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any employee based on any activity protected under R. C. Chapter 4117.

6.04 In filling job vacancies, the Employer agrees that when an eligibility list has been properly certified by the Civil Service Commission, the Employer will not discriminate against any Bargaining Unit member appearing on such list because of Union affiliation or non-affiliation.

ARTICLE 7
MANAGEMENT RIGHTS

7.01 The Employer reserves the exclusive right to determine the mission of and manage the business of the Police Division in all its phases and details. This right includes, but is not limited to, the right to determine the size and composition of the working forces, to direct, control and assign employees in the discharge of their duties, to hire, suspend or discharge for proper cause, to

apportion the working force, to control the Employer's property and operations, and to carry out all other functions of management. The Employer shall have the right to determine reasonable work schedules and determine methods and processes by which the work shall be performed. The Employer shall have the right to schedule any overtime work necessary and consistent with the requirements of Police Division efficiency and operation in the best interest of the community and the citizenry. In the exercise of these rights, the Employer shall be bound by applicable provisions, if any, of this Agreement.

7.02 In entering into this Agreement, the Employer does not relinquish any of its rights, responsibilities and requirements provided under the laws of the State of Ohio and the United States as a municipality and employer, except to the extent modified by this Agreement. This Agreement does not and shall not circumvent any of the lawful rights, responsibilities and requirements of the Employer.

7.03 The Union recognizes the exclusive right of the Employer to establish reasonable work rules. Such rules may be established by the Police Chief and/or the Safety Director and/or the City Manager. Any rule or regulation that is alleged to be unreasonable may, on the issue of its unreasonableness, be subject to the Grievance Procedure.

7.04 It is understood by both parties that every incidental police duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that all incidental duties related to police work shall be performed by the employees as required.

7.05 Two (2) work days, per year, with pay, shall be utilized by each formal representative (up to three) of this bargaining unit for the purpose of attending Union sponsored training functions or training in collective bargaining agreements, processes, policies, procedures, etc. or personnel practices.

7.06 In the event an employee is relieved of his duties pending the completion of an investigation into the employee's use of fatal force, such employee shall receive full pay and benefits during his relief from duty.

7.07 The Employer retains its rights to administer the Civil Service laws of the State of Ohio.

7.08. The parties agree that the police service requires impartial treatment of the public, as well as, maintaining the appearance of impartiality. Therefore, the parties agree that some reasonable limitations on political activities may be appropriate if statutory limitations on political activity changes. The parties agree to meet and discuss, within ninety (90) days of such statutory changes.

ARTICLE 8
PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of one (1) year. During said period the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the Grievance or Arbitration Procedures herein contained or to any civil service commission. Employees shall have no seniority during such probationary periods. However, upon completion of the probationary period, seniority shall start from date of hire.

Any non-probationary part-time employee moving to the full-time ranks shall have a limited probationary period of **150** days.

8.02 If a new employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee.

8.03 If a part-time probationary bargaining unit member's status changes from part-time to full-time, the length of the probationary period shall be a minimum of 90 days, or the balance of the 12 month probationary period, whichever is greater.

ARTICLE 9
BARGAINING UNIT MEMBERSHIP AND EMPLOYEE RIGHTS

9.01 All employees have the right to become or not to become members of the Union and to participate or not participate in its activities, subject to the provisions of this Agreement.

9.02 The Union shall have the right to solicit membership of all new employees who are subject to the terms of this Agreement and the Employer agrees not to interfere with the rights of new employees to join the Union.

9.03 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the respective bargaining units without interference, restraint or coercion, and shall respect the rights of all employees of the Police Division.

9.04 In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Chief of the Police Division, the City Administration and City Council, the Union agrees to certify the names of representatives authorized to represent the Bargaining unit membership officially, in writing, to the Police Chief and the Safety Director and the Human Resources Manager. Representatives of this bargaining unit shall be persons selected by the Union from their units.

9.05 It is mutually agreed that the Police Division and the individual members of the bargaining unit shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

9.06 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the employer's task of administering the affairs of its municipality and in providing for the safety of, and doing equity to, the employees in the Police Division.

9.07 The Employer shall notify the Union in advance of any major changes in personnel policies, using established methods as set forth in a Divisional Manual and shall meet periodically to discuss matters of mutual concern.

9.08 It is mutually agreed that a safe and healthy work place is the desire of both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.

B. The parties agree that peace officers and municipal corrections officers are exempted from the State legislation, but a good faith effort will be made to meet reasonable compliance with normal guidelines.

C. The parties agree that refusal to work provisions do not apply to peace officers and corrections officers for situations or conditions not incidental, or indigenous, to work normally performed by those bargaining unit employees.

D. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.

E. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.

F. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.

ARTICLE 10
NON-CRIMINAL CIVILIAN COMPLAINTS

10.01 A complaint is a statement alleging improper action or failure to act by an employee, inferring a violation of laws, ordinances, or applicable Employer and/or Departmental Rules or Regulations. A request for a review of departmental policy or procedure, or review of an employee's professional judgment is not considered a complaint in the context of this procedure, unless such request is likely or intended to result in an entry in an employee's personnel file. Nor is any normal supervisory review or informal correction considered a complaint in the context of this procedure.

10.02 The Union agrees that the Police Department bears a responsibility to investigate reports or complaints pertaining to the operations of the Department. As such, the Union agrees that the examination of incidents that give rise to such complaints should be examined and actions taken which protect the reputation and good standing of both the employees, the police department, and the Employer. If a complaint of a non-criminal nature is based solely on the opinion or statements of the party(ies) complaining, it shall be in writing and signed by the complainant, unless the complaint can be substantiated by other evidence obtained through the normal processing or operation of the Police Department. Complaint(s) shall be handled by the Chief of Police or designated employee as soon as practical after the filing of a complaint.

10.03 If, in response to a complaint of a non-criminal nature, the Department conducts an informal hearing, the effected employee shall be entitled to representation by the Union. If the Chief of Police finds a basis for the complaint and disciplinary action is taken, the effected employee shall be notified of such in writing. Said disciplinary action shall be taken in conformance with the disciplinary procedure of this Agreement. Nothing will be placed into a member's personnel file if the complaint is unfounded, or if the employee is found innocent through the disciplinary process of this Agreement.

10.04 Complaint(s) of a non-criminal nature shall not normally be held for more than thirty (30) days from the date of the filing of the Complaint, or by mutual agreement, until final disposition of the pending action is reached, depending upon the availability of witnesses or other appropriate evidence.

ARTICLE 11
PERSONNEL FILES

11.01 A personnel file is defined as that file maintained as the body of documents which is kept as an official record of a police division employee's employment history with the employer. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to the employee, and all legitimate requests for personnel file information or review will be to this file. No documents will be added to this file without a reference to and copy of the document to the employee who is the subject of said file. Every member shall be permitted to review his or her personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the City will require notice to the employee by the employer.

11.02 If any member is involved in a dispute regarding which matters in his personnel file may be material, any Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

11.03 For the duration of this Agreement, and any extension thereof, if an employee upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Chief of Police, or his designee, explaining the alleged inaccuracy. If, upon investigation, the Chief or his designee sustains the allegations, he shall do one of the following:

a) The employee's memorandum shall be attached to the material in question and filed with it, and the Chief, or his designee, shall note thereon his concurrence; or,

b) The Chief, or his designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

11.04 For the duration of this Agreement and any extension thereof, any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Chief, or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Chief or his designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

11.05 The parties agree to strictly adhere to the requirements of the Ohio Privacy Act in regard to the disclosure of information from employees' personnel files.

11.06 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of reprimands from a personnel file. Oral and written reprimands shall be removed from the file after one year. One or two day suspensions - two years. Suspensions of three days or greater - three years.

ARTICLE 12
MEDICAL EXAMINATIONS

12.01 Medical examinations are intended to guard the health and safety of employees and as such, the Employer shall provide for one (1) complete medical examination for review of job-related medical conditions (excluding standard medical examinations of a personal nature, or for on-going treatment of existing special conditions) for each bargaining unit member per contract period, unless medical findings determine a more frequent schedule of medical review is necessary for the health and safety of the bargaining unit member. The Employer shall incur the full cost of said examination to be performed at a hospital or clinic or other medical facility designated by the Employer, at the employer's expense. If the condition exists which is one which normally requires annual examination, the examination or treatment shall be undertaken by the employee independent of the employer's medical examination.

12.02 A. In the event that such medical examination discloses a condition which the examining physician determines will impair the employee's health in relation to job performance, the employee may return to the Employer's medical facility for the first level of follow-up examination, at the Employer's expense.

B. As an alternative, such employee may obtain a second opinion, at his own expense, of the findings of the initial physical examination.

C. If a disagreement exists between the employee's and the employer's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid equally by the employee and employer.

D. Additional treatment after the examination phase shall be undertaken with the employee's personal physician, and pursuant to the benefits provided through the employer's health care insurance benefits.

12.03 Should the employee be required by a physician to be off work, based on the findings of the medical examination and the opinion of the physician, said employee shall be entitled to use all available paid leave, until such time as he is released to return to work by his physician, subject to other appropriate provisions of this Agreement.

12.04 If such medical absence is caused by a work incurred injury or illness, such paid leave shall be subject to other appropriate provisions of this Agreement.

12.05 The medical examination referred to in this section may be upgraded periodically in conformance with and pursuant to standards determined by the Labor Management Committee and pursuant to the recommendation of the Employer's medical advisor.

12.06 At appropriate medical intervals, employees shall have the option of testing for Tuberculosis and/or hepatitis at the direction of the Employer's medical facility, and as may be recommended by exposure of the Employee to such a contagious disease. If the Employee feels that such a test is necessary due to the suspicion of exposure, the employee may receive such a test administered by the Employer's medical advisor up such a request. The expense of such test shall be borne by the employer.

ARTICLE 13
AGREEMENT COPIES

13.01 In order to assure that each employee has access to and understands the provisions of this

Agreement, the Employer shall provide copies of this Agreement, in booklet form, to each member of each bargaining unit as soon as is practical after its signing and execution, but in no event later than sixty (60) days thereafter.

13.02 The Employer shall incur all costs of the printing of the booklet and submit the finished copies to a designated representative of each bargaining unit for distribution.

ARTICLE 14
LABOR-MANAGEMENT COMMITTEE

14.01 The parties recognize that the employer possesses certain management rights. The parties also recognize that the Bargaining Unit may wish to present its views on such subjects for the Administration's consideration. The purpose of this article is to provide the Bargaining Unit with the opportunity to present concerns to the employer addressing the administration of management rights.

14.02 For this purpose, a Labor-Management Committee shall be established. The committee shall consist of the Safety Director, the Chief of Police, the Human Resources Manager and one (1) member of each respective Bargaining Unit. Committee meetings shall be scheduled at least quarterly by mutual agreement of the parties at reasonable mutually convenient times and shall be closed to the public. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command, and the Bargaining Units are expected to work out matters with lower level supervisors before raising them at Labor-Management Committee meetings.

14.03 Labor-Management Committee meetings shall not be a proper forum for the resolution of grievances.

14.04 Promotional Process The parties agree that through the Labor-Management Committee the process of promotional testing procedures and processes can be effectively enhanced beyond that specified in the State Civil Service law. The parties further agree that such an enhancement is most effective when mutually agreed to and jointly presented to the Civil Service Commission of the City of Kent. In those instances in which either party requests consideration of expanding the testing process or procedure, the parties agree to meet and discuss mutual terms of testing. The parties further agree that such an agreement will be considered part and parcel to this contract and will forward such a proposal to the Civil Service Commission for incorporation into the selection process. The Civil Service Commission of the City of Kent will retain the authority to administer promotional testing and establish and maintain eligibility lists for promotional positions.

ARTICLE 15
EMPLOYEE LIABILITY

15.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Kent.

15.02 The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

15.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

15.04 Records of lawsuits in which an employee is a party shall not be placed in the employee's personnel file, except for valid disciplinary actions resulting from the employee's actions which precipitated the lawsuit.

ARTICLE 16
SENIORITY

16.01 Seniority shall be defined as an employee's length of continuous full-time employment within the Police Department. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

16.02 An employee's seniority shall be terminated when one or more of the following occur:

a) He resigns, unless rehired within one (1) year of resignation date;

b) He is discharged for just cause;

c) He is laid off for a period of time exceeding thirty-six (36) months;

d) He retires;

e) He fails to report for work for more than five (5) days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

f) Fails to return to work upon the expiration of any leave applicable to him;

g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice .

16.03 If two or more employees are hired or appointed at the same time, their relative seniority shall be determined by their standing on the eligibility list.

16.04 Employees who resign and are rehired within one (1) year of resignation shall, upon re-employment, receive credit for their previously accrued seniority, excluding the time not on the Employer's active payroll. Seniority shall not continue to accrue for an employee who is laid off or on an approved unpaid leave of absence other than an FMLA leave, but upon return from such layoff or leave, the employee shall receive credit for their previously accrued seniority, The accumulation of seniority shall not be affected by approved leaves for which medical benefits are paid (other than disability leave), or during which seniority is protected by statute or law.

16.05 Employees who are on leave due to military service shall not have their seniority rights or accruals limited in any way that is inconsistent with the provisions of the Uniform Services Employment and Reemployment Rights Act.

ARTICLE 17
LAY-OFF AND RECALL

17.01 Where, because of lack of funds, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth. The provisions of this contract shall take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered by this contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.

17.02 Employees within the affected job classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected job classification are laid off first in the above respective order.

17.03 Employee(s) who are laid off from a job classification in another bargaining unit may displace (bump) another employee(s) with lesser seniority within this bargaining unit.

17.04 Employee(s) in the union who are displaced (bumped) by a more senior union employee, shall be able to displace (bump) another union employee with lesser seniority. Bumping of a union member by a non-union employee is strictly prohibited.

17.05 At the end of displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions, shall be laid off.

17.06 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for thirty-six (36) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

17.07 Employees scheduled for lay-off shall be given a minimum of twenty-eight (28) days advance notice of lay-off.

17.08 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

ARTICLE 18
HOURS AND SCHEDULE

18.01 Full-time employees covered by this Agreement shall work an eight-hour shift, forty (40) hours per week and eighty (80) hours per fourteen day work period, and normally have two consecutive days off, or, by employee agreement, eighty hours per fourteen day work period (2080 hours per year). The Employer may change shifts, hours of work per week, and hours of work per year to the extent deemed necessary or advisable by the Employer for the purposes of complying with Federal and State law which is or may become applicable to employees covered by this Agreement.

Part-time employees covered by this Agreement shall work shifts as scheduled by the employer to

supplement or replace regularly scheduled full-time employees. Part-time employees covered by this Agreement may be assigned replacement shifts for which the replacement need has been determined at least twenty-four hours in advance of the shift vacancy, or to replace when less than twenty-four hours notice has been given, after all full time employees of the class have been offered first right of refusal. Part-time employees covered by this Agreement shall not work in excess of thirty-two (32) hours per week.

18.02 Subject to Paragraph 18.01 of this Article, and in accordance with the total complement authorized by the City Council and the personnel available, the Employer will continue to assign personnel to achieve the highest efficiency of operations and the greatest protection for the community.

18.03 Employees may exchange shifts if the exchange does not interfere with the operation of the Department and prior approval of the in-charge shift officers are given, provided the change does not result in the payment of overtime pay and the Chief retains the ultimate authority as to the approval or disapproval of such exchanges.

18.04 When a specific job assignment requires and by mutual agreement between the affected employee(s), the Employer and the Union the requirement of Paragraph 18.01 above, may be waived, at the option of the employee, and only for such period of time as is required to complete such job assignment. Such agreement shall be in writing, signed by the parties and include a description of hours to be worked. Holidays, sick leave, and other like benefits shall accrue and be taken in proportion to the hours worked per calendar day.

18.05 In no event shall overtime compensation, as defined in this Agreement, be impaired, for any employee working in excess of (8) eight hours in a day or forty (40) hours per calendar week or eighty (80) hours per fourteen (14) day work period, or shall such job assignment or request by the Employer for such waiver be an attempt to evade the letter or the spirit of this Agreement.

18.06 Dispatchers shall have their lunch break time scheduled as close as practical to the middle of their work shift, unless circumstances require such schedules to be altered.

ARTICLE 19
OVERTIME

19.01 Employees covered by this Agreement shall receive overtime pay of one and one-half times the employee's normal hourly rate for all time worked and approved time off in excess of eight (8) hours per 24 hour period beginning with the first minute of duty, or forty (40) hours per week, or eighty (80) hours per fourteen (14) day period. This does not apply to voluntary shift trades between two employees. At the employee's request, employee may receive compensatory time (comp time) equal to one and one-half (1-1/2) times the hours actually worked in excess of forty (40) hours per calendar week or eighty (80) hours per fourteen (14) day pay period.

19.02 When a police division employee is required to work overtime because of personnel shortages caused by failure of police division personnel to report to work as scheduled, or because of duty requirements, such employee shall be paid for actual time worked at an hourly rate equal to one and one-half (1-1/2) times the employee's regular rate of pay.

A. REGULAR OVERTIME

Replacement which is required due to shift shortages which is scheduled at least twenty-four

(24) hours in advance of the time slot to be worked.

1) If efforts to fill the vacancy have been unsuccessful by assigning part-time employees, regular overtime shall be offered on a rotating basis by equalization method, first to the full-time members of that particular classification. In the event that no full-time member of that classification will work the scheduled overtime, then it may be filled by another classification.

2) When an employee is required to work in a higher classification, said employee shall be paid 1/4 hour of over-time at his normal overtime rate for each 2 hours worked.

B. MANDATORY REPLACEMENT OVERTIME

Except as provided for by emergency circumstances which require additional staffing, when a police division employee is required to work overtime because of personnel shortages in which the need for replacement becomes known less than twenty-four (24) hours in advance of the time slot to be worked, the overtime shall be considered mandatory replacement overtime.

1) Mandatory replacement overtime shall be offered on a rotating basis, first to the full-time members of that particular classification, then to part-time members, by the on-duty supervisor as soon as practical after the replacement need is determined. When an employee is next in turn on the equalization list and cannot be contacted by phone and after a reasonable amount of time to respond has passed after the employee has been paged, the supervisor will note pass/unavailable for the employee's response and will move down the list to the employee next in turn. In the event no full-time member of that classification will work the scheduled overtime, than it may be filled by a member of another classification.

2) If no employee accepts the offer to work mandatory replacement vacancy by the beginning of the affected work period, a department supervisor or administrator can require employees to work mandatory replacement overtime. If it is necessary to require an employee to work mandatory replacement overtime, the least senior employee of that classification scheduled to work on the closest adjacent shift to the time when the replacement need becomes known shall be required to work.

C. EMERGENCY OVERTIME

Emergency overtime shall be overtime that is the result of an actual emergency situation when off-duty regular police division personnel are needed to assist in handling the particular emergency situation.

1) If an emergency exists which mandates immediate additional staffing and/or on-going additional staffing, a department supervisor or administrator can require employees to work emergency overtime until a replacement is found or the emergency ends.

2) Otherwise, emergency overtime shall be offered on a rotating basis by the same equalization method as outlined for mandatory replacement overtime.

D. COURT OVERTIME

Court overtime shall be considered overtime if that time is in excess of eight (8) hours per day or forty (40) hours per week that is earned when the employee is required to attend court when the employee is not on paid duty. Emergency and court overtime shall be paid for actual time worked at an hourly rate equal to one and one-half (1-1/2) times the employee's regular rate of pay. The Police Chief or the officer in charge of the shift shall determine when to call employees for an emergency and shall determine when to relieve the personnel from the emergency. The prosecuting attorney shall make a similar determination with respect to the court overtime. However, the Police Chief may determine when to relieve an employee called for court overtime in emergency situations.

E. 1) When no supervisor is working and a patrol officer is required to be in charge, the person placed in charge will be the most senior officer scheduled to work, unless directed otherwise. Standing orders directing otherwise will require notice to the Union.

2) Compensation for this type of replacement will be 1/4 hour of over-time at the employee's normal overtime rate for each two (2) hours worked in this capacity.

F. Minimum call-in pay.

An employee who is scheduled for or is called in and reports for an overtime assignment including court appearances during off-duty hours shall be paid for no less than three (3) hours at the overtime rate, with the following exceptions:

1. If the employee is required to return for completion of incomplete work assignments, only the actual time worked will be compensated as overtime.
2. The assigned overtime is worked within the three hour period immediately before or immediately after the employee's regularly scheduled shift, which will result in overtime payment for actual hours worked.
3. When the detail is voluntary, not by assignment, and attendance is at the discretion of the employee, the Chief may approve overtime compensation in advance for actual hours worked.
4. Multiple court cases will be considered a single work period, which will take into account the proximity of the two times of scheduled appearance, as well as any proximity to the start or end of the employee's regularly scheduled shift. In other words, court appearances will not be individually eligible for an automatic three hour minimum for each case, but the work period will be considered in conjunction with the general rules above for overtime consideration.
5. To be eligible for minimum call-in pay, the employee may be required to perform assigned duties for the full three hour period. In the case of court appearances, the three hour work assignment may only be invoked in the event of emergency conditions.
6. Employees assigned to city fitness for duty medical examinations, performed once during the duration of this contract, while not on duty, unless in conjunction with the start or end of a shift, will be paid a minimum of three hours for that assigned duty. Employees who opt to receive their city fitness for duty medical examination by arranging to have the service performed by their personal medical experts on their own time, will be compensated one three hour overtime payment for completion of the medical exam assignment.

19.03 The amount of overtime worked, as described in the preceding sections of this Article, and the number of employees required to work such hours, shall be established and determined by the employer subject to applicable provisions of this Agreement; provided, however, that such overtime

work shall be distributed as equitably as practicable among all employees.

19.04 The Bargaining Unit shall share equal responsibility with the Administration in controlling abuses of overtime use by the members of the Bargaining Unit, but only to the extent that such members are responsible for assigning such overtime.

19.05 If an employee fails to complete a work assignment correctly, the employee may be ordered in to work in order to complete the assignment properly.

19.06 No employee shall be permitted to maintain a carry-over balance of more than one hundred twenty-five (125) hours of compensatory time (comp time). Compensatory time off can be taken only with the prior approval of the Employer consistent with Departmental regulations.

ARTICLE 20
HOLIDAYS

20.01 The following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25
Four floating holidays	

20.02 The provisions of paragraphs (3), (4), (5) and (6) herein below shall apply to all holidays except the floating holidays.

20.03 Upon request by an employee who otherwise is scheduled to work on a holiday, the Employer shall allow off as many employees as the Chief of Police deems is practicable while maintaining normal level of operations so as to protect the community without incurring overtime wage costs.

20.04 If an employee requests to be granted time off on a holiday which falls on his or her normal workday, and the request is granted, the employee shall receive eight (8) hours of pay at the employee's normal hourly rate of pay as said rate exists on the date of the holiday, the amount so received to be payable during the pay period in which said holiday falls.

20.05 If an employee works on a holiday, the employee shall have the option to either:

A) "Sell-back" the holiday to the Employer for an amount of money equal to one and one-half (1-1/2) times the employee's normal rate of pay; or,

B) Subject to the limitation imposed upon the accumulation of compensatory time ("comp time") pursuant to Article XIX of this Agreement, "sell back" the holiday to the Employer in return for the grant of comp time at a rate of one and one-half (1-1/2)

hours of comp time for each hour so worked.

20.06 If a holiday falls on an employee's normal day off, the employee may either:

A) Take eight (8) hours of compensatory time; or

B) "Sell back" the holiday to the Employer during the pay period in which the holiday falls for an amount of money equal to the employee's normal hourly rate of pay.

20.07 The floating holidays may be taken off at a rate of eight (8) hours compensatory time per holiday.

20.08 No employee shall receive a floating holiday until he or she has been employed by the Employer for at least six (6) months.

20.09 If an employee is not scheduled to work on a holiday, but is called in nevertheless, the employee, in addition to his or her normal salary, shall be paid an amount of money equal to the hours actually worked on the holiday times two (2) times the employee's normal hourly rate of pay.

20.10 Part-time employees shall not receive paid holidays, or floating holidays, but if scheduled or required to work on any of the above-described legal holidays, shall be paid at a rate of one-and-one half times (12) the normal hourly rate of that employee.

ARTICLE 21
VACATIONS

21.01 Employees covered by this Agreement shall be entitled to vacation leave as follows:

AFTER COMPLETION OF YEARS OF SERVICE	NUMBER OF DAYS VACATION
One through 6 years	10 days
7 through 13 years	15 days
14 through 19 years	20 days
20 years through 24 years	25 days
25 years and over	30 days

Accrued on the basis of anniversary year. Said vacation may be taken during the calendar year on the basis of that accrual. As used herein, a "day" means a normally scheduled work shift which falls within a single twenty-four hour period. In addition, an employee may schedule 1/2 day (4 Hours) vacation leave, following current approval procedures and current priority of approval. For new hires, credit for previous service in a position of comparable job qualifications and skills will be computed on the following basis: fifty percent (50%) credit for total eligible years and months worked, rounded up to full years.

21.02 Employees shall begin their vacations as of the start of a scheduled work shift.

21.03 Each employee shall notify his or her shift supervisor at least five (5) calendar days prior to the date when the employee desires to begin a vacation leave, unless extenuating circumstances prevail and subject to approval of shift supervisor, which approval shall not be unreasonably withheld.

21.04 Employees may take a single day of vacation leave or in groups of five (5) consecutive scheduled work days so that, for example, if an employee were otherwise scheduled to begin a workweek on a Tuesday, but instead took vacation leave consistent with the other limitations imposed thereon by this Article, the employee's vacation would extend through the following four (4) days and cover the workdays which would start on the next Wednesday through Saturday. Should the same employee then work on the Sunday following the last day of this vacation leave, the employee would not receive holiday pay in addition to any other compensation to which the employee may be entitled.

21.05 The Employer will endeavor to grant all requests for vacation leave whenever such leaves have been requested in accordance with this Agreement and such Administrative Orders and Regulations which have been or may be adopted to implement said Agreement. However, the Employer reserves the right to deny any and all such requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain whatever minimum staffing levels the Employer believes is proper so as to provide for the economical and efficient operation of the Police Division or to respond to emergencies. When determining whether to grant or deny a vacation leave request in those situations where the Employer believes that granting of all such leaves which are requested to commence on or about the same date or period of time would result in insufficient staffing, as hereinabove explained, the Employer shall use the following order of preference in allowing requests:

a) First preference shall be given to requests which cover leaves of five (5) workdays within a seven day period, as described in Section 4 hereof. In situations where such requests cover the same dates or periods of time, either exactly or by overlap, preference shall then be determined as follows:

   i. Seniority shall prevail over all other considerations for all requests made before April 1 of the year in question.

   ii. After March 31 of the year in question, preference shall be given to requests in the order of the date when requests are made so that, for example, if two (2) requests are received for vacation leave which is to begin on or about the same date or period of time and it is not possible, in the Employer's opinion, to grant both requests, whichever request is received properly earlier shall have preference over the other requests, even if the first request is made by an employee who has less seniority than the other employee.

   iii. Requests for vacation leave of five (5) work days within a seven day period shall take precedence over requests for other forms of paid leave when requests are submitted at the same time.

b) After giving preference to all requests for vacation leaves covering five (5) workdays, preference next shall be given to requests covering individual workdays, it being understood and agreed that requests covering two (2), three (3), or four (4) consecutive workdays shall be treated as separate requests for vacation leave covering individual workdays which coincidentally (and irrelevantly) fall consecutively. In situations where requests covering the same individual work dates are made, preference shall be given in the following order:

   i. Seniority shall prevail over all other considerations;

ii. In situations involving employees with equal seniority, preference shall be given to the employee who has made his or her request properly and first.

21.06 Notwithstanding the order of preference set forth in Paragraph 21.05 of this Article, if the use of seniority would result in the denial of any possibility of vacation leave for employees with little seniority, the Police Chief shall have the authority to establish a vacation schedule for the Police Division in such a manner that every employee receives a leave of five (5) consecutive work days while deviating as little as possible from the schedule which otherwise would be established pursuant to Paragraph 21.05 of this Article. Should any employee who is denied a requested vacation leave as a result of this section desire to contest said denial, he or she may appeal directly to a committee of the Safety Director, the Police Chief, and two members of the Labor Management Committee, selected by the Union. This committee shall have the authority to affirm, reverse, or modify the order of the Police Chief with respect to said denial, by majority vote. The decision of the Committee shall be final and binding and shall not be subject to the grievance procedures established by this Agreement.

21.07 Absence because of sickness, injury or disability in excess of that authorized by this Agreement, may, at the request of the employee and within the reasonable discretion of the Chief of Police, be charged against vacation leave, if prior approval is so granted.

21.08 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any vacation leave that he or she may have been eligible to receive if said leave had not already been taken at the time of termination of employment. In such cases prorating of vacation for service after the employee's anniversary date shall be the method of payment.

21.09 During vacation leaves, the employees shall be entitled to full pay for such period at the regular rate of compensation.

21.10 Any employee may accrue up to and including ten (10) days of unused vacation leave to which the employee may be entitled in a particular calendar year and carry forward such accrued leave into the next calendar year during which said accrued leave must either be taken or lost. An employee may carry forward more than ten (10) days provided that any days carried forward in excess of ten (10) must be taken within the first sixty (60) calendar days of the next year and must be scheduled in accordance with the normal approval process. Such carryover leave shall not be subject to the order of preference in Paragraph 21.05, but such order of preference shall be limited to the normal yearly allowance for each employee. An employee on vacation leave shall not be entitled to work his regularly scheduled shift in addition to taking vacation, but will be credited for forty (40) hours worked on his regularly scheduled hours. Employees on vacation leave who are required to work do so pursuant to Article XIX of this Agreement. Employees who become sick while on vacation may utilize sick leave for such days, providing the employee provides a physician's certificate for such illness.

21.11 Employees requesting vacation leave which conflicts with other vacations or scheduled days off due to overlapping of weekly schedules may utilize one overlapping conflict day (enabling two employees to be off on vacation on the same day) for each five work day period of vacation used up to the number of vacation weeks accrued annually.

21.12 Use of Compensatory Leave Time

A. An employee who wishes to be scheduled off from a normally scheduled shift may utilize accrued compensatory leave time, with the prior approval of the Police Chief, pursuant to

this article.

B. Requests for compensatory leave time that result in staffing two below established minimums (as historically determined by the police chief) are mutually agreed to be unduly disruptive.

C. All compensatory leave time approval will be contingent on whether emergency conditions exist, special events are anticipated, or a predictably high level of activity is indicated. When possible, these times will be identified in advance, and posted when reasonably possible.

D. The accumulated balance of compensatory leave time must be no more than 125 hours at the end of each payroll year. If an officer's accumulated leave balance exceeds 125 hours at the end of the last full payroll period in December of each year, the City will pay off the balance over 125 hours in the final payroll of the year.

21.13 Part-time employees shall be entitled to the same number of vacation days as provided by Section 21.01. Value of the vacation accumulation for these employees shall be determined by calculating the percentage of a 2080 hrs. year after the employee's anniversary date. The employee may then take vacation days of leave for which compensation will be paid equal to the percentage factor times eight hours for a determination of the daily compensation. In lieu of paid leave, the employee may opt for the cash equivalent of the accrued paid leave.

ARTICLE 22
INJURY LEAVE

22.01 If an employee is injured while performing his or her assigned duties and such injury arises out of and occurs in the course of the employee's employment with the City and is certified by a licensed physician or chiropractor as being unable to work, the employee shall receive while on a disability leave for a period not to exceed one hundred thirty (130) consecutive working days or six (6) months from the date of such injury, an amount of compensation equivalent to his or her regular salary per week, or in the case of part-time employees, an amount based on the average hours worked per week during the previous fifty-two weeks. Any workers compensation benefits received by said employee shall be turned over to the Employer.

22.02 If during the three (3) calendar years following the original date of a disabling injury, the disability re-occurs (as certified by a licensed physician) the injured employee shall be compensated as described in paragraph 22.01, above, for such period or periods associated with the same injury.

22.03 Any employee who may be eligible to participate in the benefits of the Police and Firemen's Disability and Pension Fund shall apply for such benefits as may be available and be payable from such pension fund if a disability will be one of long-term duration. Long-term shall be defined for the purposes of this Aqreement to mean a disability in excess of (6) months in duration.

22.04 A medical examination and report, along with follow-up "interim" reports shall be required to determine eligibility for disability leave and for the continuance of said leave. Interim reports shall be issued in 2-4 week intervals during the period of disability leave. The doctor's reports shall contain a statement of the nature of the disability, and the types of restrictions and limitations on the types of work. At any time during an injury leave, the City may require the employee to be examined by a doctor of the City's choice, paid for by the City. If a disagreement exists between employee's and Employer's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and Employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid by the Employer.

22.05 All work-related injuries or illness shall be reported to the Police Chief or shift supervisor within 24 hours after the employee first has become aware of the injury or illness, or reactivation of such illness or injury. Willfully concealing information of such an injury or illness may constitute a waiver of the employee's rights under this Article. If the doctor indicates after examination of the employee that the disability will permit the employee to return to work for light duty assignment, the employee shall notify the Police Chief or shift supervisor within 24 hours. The employee shall thereafter return to work for limited duty as determined by the Police Chief or shift supervisor, based on the doctor's determination and assessment of limitations. If the employee chooses not to return to light duty assignment, the disability leave shall cease and the employee shall be placed on sick leave status. The requirement of interim reports as set forth in Paragraph 22.04 above shall apply during the term of said employee's sick leave status.

22.06 Following disability from illness or injury, the employee shall give the Employer twenty-four (24) hours advance notice of his intent to return to work and shall supply certification from the attending physician stating the employee is permitted to return to regular duty assignments, subject to review by the Employer's doctor as provided in Paragraph 22.04 above.

22.07 Whenever an employee is relieved from duty by a shift supervisor because of a service-connected injury or disability, he shall be paid for the remaining hours of that shift and such time shall not be charged to leave of any kind.

22.08 Accommodation Procedure

A. Employees who have developed a disability which results in the inability of the Employee to perform the essential functions of a job may be transferred to a position of equal or lesser standing which is at that time vacant within the authorized City personnel positions, providing that the Employee is qualified to perform the essential functions of the vacant position, which is proposed as an accommodation.

B. The transfer into the vacant position will be by agreement of the Employee and the Employer, but neither will be bound to the creation of a new position for the purposes of accommodation of a disability.

C. Mutual agreement to a transfer of a disabled employee will not be subject to the normal Civil Service process usually employed to fill an opening in the vacant position.

D. Any complaints arising from the Americans with Disabilities Act (ADA) shall be handled through the grievance procedures specified in Article 34.

ARTICLE 23
SICK LEAVE

23.01 Employees covered by this Agreement shall earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service or part thereof, which shall be defined as time worked, or when on an authorized vacation or sick leave. Sick leave accumulation shall be unlimited.

23.02 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness or injury in the employee's immediate family; 4) death in the employee's extended

family or 5) disability caused by pregnancy.

In the case of extended sick leave (more than seven consecutive days) by part-time members of this unit, the weekly paid sick leave shall be determined by the average of the weekly hours worked for all preceding weeks up to the last fifty-two (52) weeks.

23.03 For purposes of this article, "immediate family" is defined as the employee's spouse, child, step-child, father, or mother. For purposes of this article, "extended family" is defined as the employees immediate family, the Employee's spouse's immediate family, and the employee's brother, sister, brothers-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, and father-in-law..

23.04 Bereavement Leave. In the event of a death in the employee's extended family, the employee shall be granted three (3) days leave through the day of the funeral with pay for funeral leave. This leave shall not be charged against accrued sick leave and proof of death must be provided to the Police Chief. In the event of a death to the employee's grandparent, grandchildren, step-parent, or dependent who lives in the household, the employee shall be granted three days leave with pay through the day of the funeral for purposes of attending the funeral.

Use of Sick Leave for Funeral Purposes. In the event of the death of other relatives where the employee attends the funeral services, one day of sick leave may be used, providing the employee offers proof of death and relationship with the deceased.

23.05 If extenuating circumstances prevail or the deceased family member lived more than two hundred (200) miles from the employee, then additional days of sick leave may be granted, upon notification to the employee's immediate supervisor within a reasonable amount of time.

23.06 A sick leave affidavit or a doctor's excuse is required to justify the use of sick leaves for illness. A certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave when sick leave for illness exceeds three (3) consecutive days.

23.07 Any abuse or patterned use of sick leave shall be just and sufficient cause of disciplinary action.

23.08 Before the time when an employee is scheduled to start work on a shift, said employee requesting sick leave shall inform the officer in charge of the shift or radio dispatcher of the fact that said employee is ill and give specific reason for the illness and request for sick leave, except in case of provable inability to make a phone call. Failure to do so shall result in the denial of sick leave by the Employer.

23.09 Absence for a fraction of a day, when such absence is chargeable to sick leave accumulation in accordance with these provisions, shall be charged in increments of whole hours and never less than one (1) hour for the first hour of use, and in increments of one-tenth (0.1) of an hour for additional time used.

23.10 An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, retain credit for all accumulated and unused sick leave available to such employee at the time of layoff or leave.

23.11 Upon retirement, after completion of ten (10) or more years of service with the Employer, death or permanent disability of a nature which renders the employee incapable of continued service

with the Employer, the employee shall be paid one-half (2) of his or her accumulated sick leave or one thousand (1,000) hours, whichever is less. Such payments shall be made only once to any employee or his or her estate. The Police and Firemen's Disability Pension Fund or the Public Employee's Retirement System shall be considered the certifying agencies for permanent disability.

23.12 When sick leave is requested to care for members in the immediate family, the department head may require a physician's certificate to the effect that the specific presence of the employee is necessary to care for the ill or injured member. In the event of a prolonged illness of a member of the immediate family, it is understood that the employee will make arrangements as soon as possible for outside assistance to care for the affected member of the family. Paid sick leave will be granted for only a reasonable period of time to enable the employee to make the necessary arrangements, normally not in excess of five (5) days. As an alternative, the Employee may utilize the "Personal Leave" procedure identified in Article 36 of this Agreement.

23.13 (A) Subject to the provisions of this paragraph, a full-time employee shall have the option to convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this paragraph, the term "year's end" means the last day of the last full pay period of any calendar year.

(B) An employee who is credited sick leave pursuant to this Article 16, shall have at year's end the following options with regard to the portion of sick leave credit accumulated during the current calendar year:

(1) Carry forth the balance of sick leave credit; or

(2) Receive a cash benefit conversion for the unused balance of sick leave credit equal to one hour of the employee ' s base rate of pay for every two hours of unused sick leave credit that is converted; or

(3) Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

(C) A cash benefit conversion for unused sick leave credit can only be utilized for sick leave credited an employee in the year in which the credit is given. All sick leave credit balances that are carried forward at the year's end are excluded from any future cash benefit conversion option. The failure of an employee to utilize the cash benefit conversion shall result in the automatic carry forward of any balance of sick leave credit.

(D) In order to receive a cash conversion of sick leave credit at year's end, an employee must, after exercise of the cash conversion option, have at least the following minimum accumulated sick leave credit at year's end:

(1) year's end in 2009 : 425 hours
(2) year's end in 2010 : 450 hours
(3) year's end in 2011 : 475 hours

(E) An employee who separates from service prior to year's end (as defined in (A) above) shall not be eligible for the cash conversion benefit of the unused sick leave credit.

(F) Any cash benefit conversion of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the employee or the City.

(G) An employee eligible to receive a cash conversion of sick leave credit at year' s end must indicate their desire to convert any sick leave no later than the end of the pay period that includes the first day of November.

23.14 Sick Leave Assistance for Employees in Need

The Union and the Employer agree to develop a process for the conversion of employee's sick leave for the benefit of ill or injured employees whose sick leave has been exhausted. Once developed and approved, this process will be defined in a Memorandum of Understanding, which will be afforded full force and effect as if incorporated herein.

ARTICLE 24
UNIFORM AND PERSONAL EQUIPMENT

24.01 The following clothing allowance shall be paid annually:

February of 2009	$600
February of 2010	$625
February of 2011	$650

It is understood that the uniform allowance is subject to applicable taxes and withholdings as defined by law.

24.02 When articles of uniform or personal equipment become unserviceable because of normal wear or are damaged in the line of duty, they shall be replaced or repaired as may be ordered by an employee's supervisor, the Captain(s) or the Chief of Police.

24.03 Articles of uniform and equipment may be inspected at least twice yearly by the Police Chief. The cost of missing or damaged Employer-owned articles, missing or damaged because of an employee's negligence, shall be charged to the employee to whom said articles were entrusted. For this purpose "cost" shall mean the Employer's then current replacement cost with setoff for depreciation or normal wear, and paid within sixty (60) days.

24.04 Upon resignation, retirement, death or separation from the Police Division, Employer-owned equipment shall be returned to a supervisor and shall remain the property of the Employer. Final payment of wages, sick leave and accrued vacation shall be withheld until Employer-owned equipment, as well as medical insurance and prescription cards, Employer-owned keys and identification have been returned to the Employer.

24.05 The Chief of Police may issue regulations which shall prescribe a standard dress code for all employees. Any employees who fail to comply with such regulations shall be sent home without pay and shall be subject to such further disciplinary action is the Chief of Police may prescribe. Inspections for all shifts shall be held whenever the shift supervisor so decides and as the Chief of Police also may prescribe. Nothing contained herein shall be interpreted to limit the authority given by statute to the Chief of Police.

24.06 Full-time Dispatchers shall receive $25.00 per month for serving as a Deputy Clerk of Courts, and an additional $25.00 per month for serving as a Notary Public.

24.07 All part-time uniformed members of this unit will receive uniforms as needed, at cost to the employer.

ARTICLE 25
GROUP INSURANCE

25.01 The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverage except as modified by Exhibit A. For any employee hired after the effective date of this Agreement, coverage shall commence on the first day of employment. Effective January 1, 2009 and continuing until modified in accordance with the re-open provision, below, all employees covered by this Plan and provided with health care coverage shall continue to pay $80.00 per month for family plan coverage or $40.00 per month for single plan coverage. This amount shall be deducted from the affected Employee's pay monthly in a manner that equalizes the employee's withholding over twenty-six pays in each year. Both parties to this agreement agree to reopen discussions of this section 25.01, and this section 25.01 only, pertaining to the amount of employee monthly contribution towards the employer's expense for this coverage. The parties agree that this reopener will be implemented at the written request of either party at any time on or after the sixtieth day prior to the first anniversary of the effective date of this agreement. Any disputes over the process of this reopener, including interest arbitration, will be handled consistent with the terms in the new Article 41.

When a married couple are both employed by the City, only one employee shall pay the monthly health insurance premium. The employee paying the premium shall pay either the single or family rate. If paying the family rate, all dependent members of the employee's family shall be completely covered by the health care coverage.

25.02 The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in Exhibit B. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to Section 25.01.

25.03 The Union and the Employer agree that ALL employers should pay their fair share of medical fees for their employees. Therefore, it is agreed that if an employee's spouse works or is eligible for insurance under a retirement system plan, and is eligible for coverage through his or her employer's medical, dental, or other insurance plan, then primary coverage must be carried with the primary employer of each spouse to be eligible for medical coverage under the City of Kent's plan. Eligible dependents will be covered by the insurance coverage of the spouse which has the earlier birthday in the calendar year. Eligible dependents for which the City of Kent employee has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Kent medical plan.

The employee must notify the Plan Administrator immediately in writing of the commencement of such group health coverage for the spouse and other dependents. For eligibility determination under this provision, a semi-annual re-enrollment form will be completed by the Employee. The Employer reserves the right to verify this information at any time. Under this provision, the Employer reserves the right to pay your spouse and covered dependent medical claims as a secondary payer, but not primary.

25.04 The Employer's cost of providing coverage shall be calculated in accordance with 29 U.S.C. ' 1164 (the "COBRA rate"). The COBRA rate, expressed as a monthly rate for both single and family coverage, shall be recalculated on or about October 1 of each year of this agreement. If during the term of this agreement the Employer's COBRA rate exceeds the COBRA rate in effect as of October 1 of the previous year by fifteen percent (15%) or more, then the parties shall commence negotiations, upon notice by the City, regarding the method of financing the increased insurance costs. In the event the

parties cannot agree, the dispute shall be the subject of an arbitration pursuant to Article 35 hereof.

25.05 At no cost to the employee, the Employer shall provide each employee with a fifty thousand ($50,000) life insurance policy double indemnity for accidental death and a ten thousand dollar ($10,000) accidental death and dismemberment benefit.

25.06 At no cost to the employee, the Employer shall provide each employee a time loss weekly benefit equal to 70 percent of weekly earnings up to a maximum weekly benefit of $325 pursuant to the guidelines listed below. The time loss weekly benefit is payable for a maximum of 26 weeks.

Time Loss Weekly Benefit (Short Term Disability) Policy

1. Purpose. The purpose of the time loss weekly benefit is to provide partial wage or salary replacement for an employee who is unable to perform the essential functions of the employee's position due to a non-work related disabling illness, injury or condition.

2. Eligibility. A full-time permanent employee who has completed one year of continuous service immediately prior to the date of the disabling condition, who has exhausted accumulated sick leave benefits, and who is unable to perform the essential functions of the employee's position due to a disabling illness, injury, or condition not received in the course of or arising out of any employment covered by any worker' compensation, federal compensation plan, or during any period in which the employee is receiving occupational injury leave or lost time wages from the bureau of workers' compensation, that will last more than fourteen consecutive calendar days, may make application for the time loss weekly benefit.

3. Waiting period. Payment of the time loss weekly benefit will begin after the employee's accrued sick leave balance has been exhausted, provided that seven (7) calendar days have elapsed since the date of the onset of illness or injury, inclusive of any sick leave hours used. The time loss weekly benefit is payable for a maximum of 26 weeks.

4. Application. The employee shall file an application for the time loss weekly benefit with the employee's appointing authority. The application shall be filed on a form designated by the Employer and shall be filed, completed in its entirety, with the appointing authority within twenty days of the last day the employee received sick leave pay. The Employer reserves the right to reject applications and/or deny benefits to applicants that do not meet all criteria set forth in this policy.

5. Medical Certification. It shall be the employee's responsibility to provide written documentation to substantiate the cause, nature, and extent of the disabling illness, injury, or condition for which the employee is requesting a time loss weekly benefit. A medical examination report shall be required prior to the granting of any benefits and the employee shall be responsible for the cost of obtaining such report. The employer may request that the employee provide periodic medical certification reports from their attending physician, to continue to substantiate the disabling condition and necessity for remaining off work. The employer also may require a second or third medical opinion based upon a medical examination performed by a physician selected by the Employer, at no cost to the employee, at any time during the period an employee is receiving a time loss weekly benefit, and may discontinue such benefit payment upon receipt of medical certification that the employee is capable of returning to work.

6. Payment of benefit. Time loss weekly benefit will be paid in an amount not to exceed $325 per week, up to seventy per cent of the employee's base rate of pay, for a period not to exceed twenty-six (26) weeks. Employees may supplement the time loss weekly benefit payments with accumulated vacation, floating holiday, or compensation/paid leave time hours, if applicable, up to a

maximum of seventy per cent of regular salary. In no event shall an employee receive more than seventy per cent of his/her regular gross compensation while receiving time loss weekly benefits.

7. Continuation of Other Benefits. The Employer shall continue to provide medical insurance coverage during the period an employee receives a time loss weekly benefit. The Employer shall pay the employee's share as well as the employer's share of retirement contribution to the retirement system on the time loss weekly benefit only. These contributions shall be made in the amounts set forth by law based on the employee's base rate of pay in effect at the time the employee becomes disabled. Longevity, holiday and sick leave benefits shall not be paid and accrual of such benefits shall not include credit for the period of time an employee was in time loss benefit status.

8. Return to Work. An employee who is receiving a time loss weekly benefit shall provide medical certification to the Employer that the employee is able to return to work. An employee who is unable to provide medical certification shall not be permitted to return to work. An employee who is unable to return to work must make application with the state retirement system for disability retirement benefits, and during the period of time after which the employee makes such application until their retirement benefits become effective under the state retirement system, the Employer shall continue to provide medical insurance coverage for the employee.

9. Subsequent disability. A subsequent disability unrelated to a previous illness, injury or condition shall be considered the same claim if it occurs while an employee is on an approved disability leave, pursuant to this policy. A subsequent unrelated disability that occurs following a previously requested disability leave benefit period shall be considered a new claim. A new waiting period must be served and sick leave time exhausted before the employee will be eligible to receive time loss weekly benefits. A related disability that occurs within one (1) year of a return to active work status will be considered the same disability claim. Benefits may be payable from the first day of the subsequent related disability for any weeks remaining from the initial period of approved time loss weekly benefit, up to a total maximum of 26 weeks. A related disability that occurs beyond one (1) year of a return to active work status will be considered a new disability claim. A new waiting period must be served and sick leave time exhausted before the employee will be eligible to receive a time loss weekly benefit.

10. Conditions precluding receipt of disability leave benefits. The Employer reserves the right to reject an application for time loss weekly benefits if the application for benefits is the result of criminal or unlawful acts.

11. Employee's right to appeal decision. An employee may appeal a decision made pursuant to this policy by filing a grievance in accordance with procedures established by way of the respective collective bargaining agreement. Those employees not represented by a bargaining unit may file an appeal through the respective department head with final authority resting with the City Manager.

25.07 The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Director of Finance or to provide information reasonably requested by the Director of Finance to establish the eligibility of dependents.

25.08 The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable. The employer shall also have the right to modify existing cost containment procedures or implement additional reasonable cost containment procedures, provided they do not reduce coverage or benefits provided herein.

25.09 The Employer reserves the right to reduce appropriate coverage on retirees who have retired prior to January 1, 1988 when that coverage is already being provided by the Police and Fire Disability and Pension Fund.

25.10 No insurance shall be provided and paid for by the employer, except for $12,500 life insurance, for any employees who retire subsequent to December 31, 1987, but prior to January 1, 2006. No insurance of any kind shall be provided and paid for by the Employer for any employees who retire on or after January 1, 2006.

25.11 Joint Healthcare Committee. The Employer will establish and maintain a Joint Healthcare Committee composed of management representatives and not less than one representative from each bargaining unit within the City. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures, The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the City and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

ARTICLE 26
MERIT PAY PLAN

26.01 All full-time bargaining unit employees shall be eligible to participate in the merit pay plan after one year of service in the police division.

26.02 Skill Incentive Plan As a provision of the merit pay plan, merit payments will incorporate a skill incentive plan, which will be administered by these guidelines. Skills covered by this plan will be identified by departmental order, which will be developed through the Labor Management Committee. Employees will make application for each skill incentive at the same time other merit pay considerations are scheduled.

(A) Skill Incentive Plan payments are instituted to provide financial rewards for the development and maintenance of advanced skills specified herein.

(B) Full-time police officers (or employees) are eligible to participate in the plan. After completion of the probationary period and attaining Step 3 of the pay range entry in the Skill Incentive Plan may begin with eligibility of up to three (3) skill incentives. Eligibility for skill incentives increases by one (1) with each successive step in the pay range.

(C) Skill Incentive Plan payments will be made available in one-half percent (0.5%) increments, up to a maximum of three percent (3%) additional pay. Officers may not acquire more than one additional skill incentive in any six month period.

(D) Eligibility to participate will require an average rating or higher on annual performance appraisals, and no disciplinary findings greater than a written reprimand in the preceding twelve months.

26.03 The Union agrees that it is a management right for the Chief to assign Field Training Officers. Officers assigned Field Training Officer duties shall be assigned by the Police Chief and compensated at a rate of thirty dollars ($30.00) per week for the entire duration of the training assignment.

26.04 Officers assigned K-9 duties will be reimbursed monthly expenses and an apportioned

acquisition cost of the K-9, if appropriate, in an amount to be determined by the Police Chief. Disputed reimbursement rates are subject to the grievance and arbitration procedures contained herein.

26.05 Changes in performance evaluation methods may be implemented by the Police Chief after review with the Labor-Management Committee.

26.06 It is acknowledged by all parties that merit pay provisions are annual payments based on performance, and are not to be used to calculate hourly base rate of pay for any reason.

ARTICLE 27
LONGEVITY

27.01 All full-time employees shall receive longevity payments based on the employee's seniority, in accordance with the following schedule:

SENIORITY AT THE COMPLETION OF:	Monthly Payment
7 through 9 years	$20.00
10 through 13 years	$30.00
14 through 17 years	$40.00
18 through 21 years	$50.00
22 through 25 years	$60.00
26 years and over	$70.00

27.02 Longevity payments shall be calculated annually and paid in the first pay period of December.

27.03 Part-time personnel who subsequently become full-time employees in the Police Department shall be given credit, on a pro-rata basis based on 2080 hours per year, toward the earning of longevity benefits.

ARTICLE 28
RATES OF PAY

28.01 **Continuing November 1, 2011,** all employees shall be paid in accordance with the following schedule, which reflects a zero percent (0.0%) increase over the prior schedule:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerk-Disp Part Time	$15.39	15.79	17.34	N/A	N/A	N/A
Clerk-Disp Full Time	N/A	16.92	18.35	19.40	20.42	22.01
Disp Coord.	N/A	18.45	19.97	21.14	22.29	24.00

28.02 Both parties to this agreement mutually agree to reopen discussions of this section 28.01 through 28.03, and these sections only, pertaining to the amount of employee Rates of Pay. The parties agree that this reopener will be implemented at the written request of either party at any time

on or after the sixtieth day prior to the first anniversary of the effective date of this agreement. Any disputes over the process of this reopener, including interest arbitration, will be handled consistent with the terms in the new Article 41.

28.03 New rates of pay and effective date of those changes will be included as addenda to this agreement upon completion and ratification by both parties.

28.04 During the term of this Agreement step increases shall be given consistent with the following schedule:

Step 1	Entry level
Step 2	After completion of 6 months
Step 3	After completion of 1 year
Step 4	After completion of 2 years
Step 5	After completion of 3 years
Step 6	After completion of 4 years

28.05 An employee who is promoted to a higher classification because of a promotional examination or a temporary emergency appointment shall be paid at the lowest regular step in the higher class which will result in at least a six percent (6%) wage increase over the regular rate established for the class and step in which the employee had been serving immediately prior to promotion regardless of whether the employee had been receiving merit pay.

28.06 An employee who, while temporarily filling a promotional position in a higher class, is scheduled to receive a step increase in his or her permanent class, shall be placed in the higher step in the permanent class, but while temporarily filling the higher position, be paid at the lowest regular step in the higher class which will result in at least six percent (6%) wage increase over the regular rate established for the higher step in the permanent class. If an employee is serving temporarily in a higher class at the time of merit pay evaluation, the employee shall be evaluated for the lower position, and shall be awarded the merit pay based upon the permanent rate of pay unless the employee has temporarily filled the higher class for greater than six months.

28.07 No employee shall keep any other compensation, gift or fee from any other party for work performed while the employee is on duty or is paid by the Employer. This applies to witness fees, mileage fees, Deputy Clerk of Court compensation which in the past has been paid to the secretary and dispatchers, and all other types of payments or objects of value. Should an employee receive such payments or objects, these amounts or items shall be deposited with the Finance Director immediately upon receipt thereof by the employee. Should an employee fail to deposit such amounts or items as required hereby, the amount not deposited or the value of the item shall be deducted from the employee's pay.

28.08 Employees who have completed at least fifteen (15) years of service with the Employer and have reached age 48, shall upon retirement from the Employer, receive a lump sum retirement benefit which shall be equal to 176 hours of pay at the regular rate of pay which shall have been in effect for said employee at the time he or she shall have retired.

28.09 The Employer may hire new employees, based on previous experience, up to Step 4 of the Salary Schedule.

28.10 At the sole discretion of the Chief of Police, employees may be awarded up to a maximum of eight hours administrative leave with pay, in lieu of a normally scheduled work day, in recognition of extraordinary performance on duty.

ARTICLE 29
TOTAL AGREEMENT

29.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 30
OBLIGATION TO NEGOTIATE

30.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

30.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
30.03 This Article shall not operate to bar any negotiations on any subject the parties hereto mutually agree to negotiate.

ARTICLE 31
CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

31.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

31.03 In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision.

ARTICLE 32
DISCIPLINARY PROCEDURE

32.01 This procedure shall apply to all non-probationary employees covered by this Agreement. The provisions of this contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered by this contract in accordance with

Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.

32.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

32.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

32.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, times and places, if possible.

32.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

32.06 The following administrative procedures shall apply to disciplinary actions:

A. The Chief of Police and the Employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police is encouraged to hold an informal meeting with the Employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief of Police may offer a proposed disciplinary penalty. The Employee is entitled to representation by the Union or an attorney during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the Chief of Police will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the Employee. If no informal meeting is held, the Chief of Police may just prepare a Notice of Discipline and present it to the Employee. The Notice of Discipline will include advice as to the Employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the Employee may choose to accept the proposed discipline or to appeal by filing a grievance with the City Manager, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within ten (10) calendar days from receipt of the Notice of Discipline.

32.07 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

32.08 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

32.09 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's inquiry or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 33
EDUCATIONAL ASSISTANCE/PHYSICAL FITNESS INCENTIVE

33.01 Employees on a full-time status who have been in the continuous employ of the Employer for six (6) months may pursue educational courses to supplement their knowledge and increase their skills so that their job performance is broadened to meet the ever-changing demands directly or indirectly related to their particular position. Employees participate in this educational program by:

A. Attending classes to improve their skill and performance in their present positions; or

B. Preparing themselves for positions in their normal line of promotion by supplementing or building their education along this line.

33.02 The Employer may authorize through the Safety Director, a one hundred percent (100%) reimbursement of the tuition cost to the employee who completes an approved course of study and attains a satisfactory grade.

33.03 Full-time employees who wish to acquire additional education through this educational assistance program should initiate their request through the Police Chief. In order to qualify for the financial assistance shown above, an employee must make application on a form available in the Safety Director's Office and receive the approval of the Safety Director prior to enrolling for the course of study involved.

33.04. Non-probationary full-time employees may pursue a physical fitness program to improve and maintain their physical well being. At the discretion of the City Manager, (which approval shall not be unreasonably denied), membership into a physical fitness program may be partially reimbursed by the City if the following qualifications are met for said program:

(1) Provide attendance records and payment receipts; and

(2) Provide a fitness assessment annually as established by departmental procedures.

33.05. At its option, the City may authorize, (which authorization shall not be unreasonably denied), through the City Manager, a fifty percent (50%) reimbursement for the fitness program cost (up to $30 payment per month) to an employee who meets the requirements in Section 33.04.

33.06. Employees who wish to pursue a physical fitness program should initiate their request through the City Manager. In order to qualify for the financial assistance shown above, an Employee must make application on a form available in the City Manager's Office.

Employees who fail to meet minimum attendance and/or fitness standards for approved programs shall have program fee reimbursements terminated at the sole discretion of the City Manager,(which termination shall not be unreasonably implemented).

ARTICLE 34
GRIEVANCE PROCEDURE

34.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

34.02 For the purposes of this procedure, the below listed terms are defined as follows:

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

B. Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

C. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

34.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

A. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

C. If a grievance affects a group of employees it may be submitted at Step 2, except one (1) employee selected by such group may process the grievance as the designated representative of the named group. However, grievances can be initiated only by an individually aggrieved employee, and not by a third-party grievant. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance.

D. The aggrieved party may present his grievance at grievance meetings on the Employer's time when scheduled during the aggrieved party's working hours, as much as practical. Aggrieved parties who attend grievance meetings commencing at Step 3 and beyond shall be granted straight time compensatory time for all time attending such meetings if the meetings are scheduled when the aggrieved party is not scheduled to work and the grievance is resolved in favor of the aggrieved party.

E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings. The Union shall be advised of the resolution of all formally filed grievances.

F. This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

H. The administration of grievances shall only be conducted during non-working hours, unless approved by the Chief.

I. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

34.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: INFORMAL

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. The Supervisor shall investigate the grievance where applicable and will schedule an informal meeting with the Employee and his steward, if the steward's presence is requested by the Employee, within seven (7) calendar days of the date of the notice by the Employee. The Supervisor and the Employee, along with the Employee's steward, if his presence is requested by the Employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: CHIEF OF POLICE

If the aggrieved party initiating the grievance is not satisfied with the meeting at Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision in Step 1. The Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the Employee with a copy to the Employee's representative, within ten (10) days from the date of the meeting.

Step 3: SAFETY DIRECTOR

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within seven (7) calendar days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director, or a designee, shall convene a meeting within fourteen (14) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Safety Director, or a designee, shall issue a written decision to the Employee, with a copy to the Employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained herein.

ARTICLE 35
ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, un-less mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration by submitting to the City Manager a written demand for arbitration. Ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of seven (7) arbitrators and a copy of the request shall be simultaneously mailed to the Employer. The arbitrator will be chosen by each party alternately striking names and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

35.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The Arbitrator may make his award consistent with the position of either party or based on a modification of any such position. If there is a doubt as to the arbitrability of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall then proceed to conduct a hearing on the merits of this grievance. The Arbitrator may decide more than one grievance on the same hearing day or series of hearing days only pursuant to the mutual written agreement of the parties or the Arbitrator's decision before the hearing to decide more than one grievance. The Arbitrator's decision and award will be in writing and delivered within thirty(30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected employees.

35.03 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 35.

35.04 The fees and expenses of the arbitrator will be split by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" or modified award, the Arbitrator shall apportion the Arbitrator's costs.

35.05 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 36
PERSONAL LEAVE

36.01 Covered employees may be entitled to unpaid personal leave of up to twelve (12) weeks during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period for purposes of the Family and Medical Leave Act of 1993 (FMLA) shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave. Unpaid leave will be considered by the Employer after accumulated paid leave of the Employee has been utilized to the extent it is available for the twelve week period.

36.02 Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

A. To care for the Employee's child after birth, or placement for adoption of foster care;

B. To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or

C. For a serious health condition which makes the Employee unable to perform his job.

36.03 Advance notice and Medical Certification: The Employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

A. The Employee must provide thirty (30) days advance notice when the leave is foreseeable.

B. Medical certification may be required to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

36.04 Job Benefits and Protection: During the use of personal leave for family or medical reasons, the following rights will be retained by the Employee:

A. The Employer will maintain the Employee's health coverage under any "Group Health Plan".

B. Upon return from leave, Employees will be restored to their original position or equivalent position with equivalent pay, benefits, and other employment terms.

C. The use of this personal leave will not result in the loss of any employment benefit that accrued prior to the start of the Employee's leave, such as seniority, time earned towards vacation accrual, or step pay levels.

36.05 Employer's Responsibilities:

A. During the use of personal leave for family or medical reasons, the Employer agrees not to interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) of 1993.

B. The Employer will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

36.06 Enforcement of these provisions is subject to the standard grievance and arbitration process

of this agreement, but upon its conclusion, does not bar the investigation and resolution of complaints authorized by the U.S. Department of Labor, or the proper bringing of a civil action by an eligible employee.

ARTICLE 37
EMPLOYEE ASSISTANCE PROGRAM

37.01 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal and medical problems (e.g. alcoholism, drug addiction, etc.). The employer and the Union will attempt to aid such employees who request assistance with such problems. The Employer and the Union will encourage, or under certain circumstances, refer the employee for professional assistance through the use of an established Employee Assistance Program (EAP). The cost of providing such an established EAP will be borne by the Employer. As an alternative, the Employer will recognize the F.O.P./O.L.C.'s Critical Incident Response Service© with the same level of confidentiality and discretion as herein described.

37.02 Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential and shall remain separate from other personnel materials, unless a condition exists which renders the employee unfit for duty, or, by mutual agreement, a report is issued to the employer pertaining only to work-related issues.

37.03 Employees participating in an Employer-approved program may, at the Employer's discretion, be entitled to use their accumulated vacation time, sick leave, or other appropriate benefits.

ARTICLE 38
MISCELLANEOUS

38.01 In the event that an employee resigns/separates or dies, said employee shall be compensated at the current rate of pay for all unused vacation and personal leave. Sick leave payoff (which is defined as buying out a sick leave balance at the rate of two hours of balance for the equivalent of one hour's pay) will only be made in the case of death of the employee, retirement, or disability separation. In the event an employee is laid off and not recalled, after all recall rights are exhausted said employee shall also be entitled to this provision. Employees will not be eligible for vacation compensation if said employee is terminated or resigns within his/her first year of employment. Thereafter, vacation accrual shall be calculated through the last date of active service based on the anniversary year. In the case of death, payment for unused vacation time and personal leave shall be paid to the employee's spouse or their estate.

ARTICLE 39
Maternity Leave

39.01 Sick Leave Use for Maternity Leave In case of birth by the Employee's spouse, the Employee may use up to three days sick leave, unless serious health conditions require additional time off and is certified by the attending physician.

A) The employee may request to the Employer, and be granted leave to absent herself from work for pregnancy and childbirth purposes, based on the medical opinion of her doctor related to the ability to perform assigned duties. A form will be made available for this

purpose, which will identify the essential job functions, upon which the doctor can make a recommendation regarding continuation of duties.

B) The employee will be expected to continue performance of all assigned duties unless or until her doctor orders a cessation of duty. Where there is a question about the suitability of the working conditions or the physical ability of the Employee to perform her job, medical certification may be required on a fitness for duty report.

C) The employee may utilize any and all of her accrued sick leave, vacation leave and compensatory time for pregnancy and child birth purposes. If on extended sick leave, Pregnancy/Maternity Leave will be charged at forty hours per week. All other leave will be used in the standard manner.

(D) As an alternative to this section, the Employee may utilize the Personal Leave procedure identified in Article 36 of this agreement.

E) The employee may use up to six weeks of leave after the birth, unless conditions require additional time off and is certified by the attending physician.

(F) The employee is eligible for a Limited Duty Assignment-Non-Duty Related" assignment as defined in Article 22 of this agreement. One such limited duty assignment may be utilized during a single pregnancy/maternity period. This may be utilized during the pregnancy period, or as a portion of the preparation for return to full duty.

(G) The employer shall maintain the Employee's health insurance during her leave.

ARTICLE 40
DURATION

40.01 This Agreement shall become effective on the 1st day of November, 2011, upon signing by the parties hereto and shall remain in full force and effect through the 31st day of October, 2014, with the exception of wage rates, which will remain in effect until the last full pay period of 2012, or as amended by addendum to this agreement.

40.02 The parties shall be bound by Section 4117 of the Ohio Revised Code in regard to commencing negotiations prior to the expiration of this Agreement.

40.03 Neither party shall have any obligation to negotiate during the term of this Agreement, except as provided in Paragraph 37.02 above. However, the parties on a purely voluntary basis, may choose to amend this Agreement.

40.04 Any amendments to this Agreement, to be binding on the parties hereto, shall be in writing, signed by the proper agent of the parties and attached to an original of this Agreement.

ARTICLE 41
MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE

41.01 In the event that the "Rates of Pay" (Article 28) and "Group Insurance" employee contribution issues (Article 25.01) are unresolved after being processed through the re-negotiation period of up to 45 days (or extended by mutual agreement) the parties agree to mutually request arbitration. The

Union shall request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of seven (7) arbitrators and a copy of the request shall be simultaneously mailed to the Employer. The arbitrator will be chosen by each party alternately striking names and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

41.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement with the exception of the arbitrator's responsibility for interest arbitration relating solely to Section 25.01, and Sections 28.01 through 28.03. Nor shall the arbitrator make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law, in effect at the time of the execution of this agreement, or violates any of the terms and conditions of this Agreement. The Arbitrator may make his award consistent with the position of either party or based on a modification of any such position, and in doing so, shall take into consideration the factors set forth in O.R.C. Section 4117.14 sections (G), (H), and (I) as they exist on the effective date of this Agreement. The Arbitrator shall decide all issues raised incidental to these limited sections on the same hearing day or series of hearing days. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected employees.

41.03 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 41.

41.04 The fees and expenses of the arbitrator will be split by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" or modified award, the Arbitrator shall apportion the Arbitrator's costs.

41.05 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights and procedures as provided by the rules of the Federal Mediation and Conciliation Service.

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

Hugh Bennett, FOP/OLC
Representative

Dispatcher Elizabeth Sadowski

DATED: NOVEMBER 1, 2011

CITY OF KENT

David Ruller
City Manager

William C. Lillich
Safety Director

Elizabeth Zorc
Human Resource Manager

MEMORANDUM OF UNDERSTANDING

This letter is to acknowledge that the Union may submit proposals for alternative shift configurations to the Administration of the Kent Police Department. After due consideration of the service, staffing, and economic impact, the administration of the department may select to implement one of these proposals, or one of it's own design. If such an option is selected which impacts the benefits defined in this agreement, the parties hereto agree to redefine the application of these benefits on a pro rata basis, which will result in a no-gain, no-loss of benefits herein conferred.

s/Otto Holm	S/Lewis Steinbrecher
For F.O.P./O.L.C.	For the CITY OF KENT
3/28/2000	3/28/2000
Date of Acceptance	Date of Acceptance

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Chief of Police (Employer) proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____
CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within ten (10) calendar days to the Chief of Police.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper)

Signature:_____ Date:_____

Approved: _____ Date:_____

Chief of Police Signature _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Chief of Police within ten (10) calendar days of receipt of the Notice of Discipline.

RIGHTS

1. *You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.*

2. *You have the right to object to the proposed discipline by filing a disciplinary grievance within ten (10) calendar days of receipt of the proposed discipline with the Chief of Police.*

3. *If you file your objections, the City Manager will schedule a formal meeting within ten (10) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.*

4. *The City Manager will report his/her decision within five (5) calendar days following the close of the hearing.*

5. *You will have ten (10) calendar days after receipt of the City Manager's decision in which to appeal the decision pursuant to the Arbitration Procedure.*

6. *No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.*

EXHIBIT A
MEDICAL, DENTAL AND VISION BENEFITS

MEDICAL

Cash Deductibles:

	Effective January 1, 2006
Insured Person Deductible	$260
Family Deductible	$520

Benefit Percentage (paid by the Plan)

Network . . . . . 90% of the Network Provider Charge unless specifically noted otherwise.

Non-Network . . . . . 80% of Reasonable & Customary(R&C) unless specifically noted otherwise.

Deductible is waived on account of:

- Covered Expense incurred for surgery performed while not hospital confined.
- Covered Expense incurred up to $200 per family per year for physical examination of the employee or his/her family by a physician, but excluding an eye examination for the purpose of prescribing corrective lenses or any dental examination.

Note: Well Child Care expenses for a Dependent child age one to age nine are first considered for reimbursement under the Routine Physical Examination benefit above. If the Routine Physical Examination Family Maximum is exhausted, then Well Child expenses are reimbursed subject to the Calendar Year Deductible Amount, Benefit Percentage and Out-of-Pocket Maximum, not to exceed a maximum payable of $150 per Calendar Year under the Routine Physical Examination benefit and Well Child Care benefit combined.

Deductible is waived and Plan pays 100% of R&C for the following:

- Effective January 1, 2009, Covered Expense up to $750 incurred for "well baby" care during the first year after birth of a dependent ~~(immunizations only up to age 2)~~ if services are obtained from an in-network provider. The Plan will pay 80% of R&C if the provider is not an in-network provider.
- Effective January 1, 2009 all "well baby" immunizations from birth through age two, if such immunizations are obtained from a network provider. Immunizations shall be those most currently recommended by the Advisory Committee on Immunization Practices (ACIP), as listed on the Center for "Disease Control and Prevention; Recommended and adolescent immunization schedule." The Plan will pay 80% of R&C of covered immunizations if the immunizations are not through a network provider.
- The first $3,000 of Covered Expense incurred for hospital charges during any illness while the insured person is confined to a hospital (additional eligible expenses are payable subject to the calendar year deductible amount and out-of-pocket maximum).
- The first $250 of Covered Expense incurred as a result of an accident (treatment within 72 hours).

- Optional second surgical opinion - maximum benefit payable of $150 per opinion.

- One pap test and mammogram, routine or with diagnosis, per calendar year.

In addition, the Payment Rate shall be 100% for all Covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.

The Coinsurance Limit for an insured person is reached when $4,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limit for a family is reached when $8,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limits do not include the Cash Deductible.

Maximum Out-of-Pocket Liability:

Network
Individual coverage $660
Family coverage $1,320

Non-Network
Individual coverage $1,060
Family coverage $2,120

The maximum out-of-pocket liability does not include mental illness or substance abuse treatment expenses nor expenses incurred because of failure to comply with the Hospital Pre-Admission Certification requirement.

Benefit Limits (lifetime):

Members who are entitled to Medicare . . . . . $ 5,000
All other members . . . . . $ 2,000,000

Benefit Limits (subject to the Overall Lifetime Maximum):

- Covered Expense for diabetic instruction programs shall not exceed $100 per calendar year.
- Covered Expense for charges by a chiropractor or podiatrist shall not exceed $400 per year per family.
- Covered Expense for a skilled nursing facility shall not exceed 100 days per calendar year.

Benefits payable for all treatment (**Inpatient and Outpatient**) of Substance Abuse are limited to a lifetime maximum of $25,000 per Covered Person.

Benefits payable for all treatment (**Inpatient**) of Mental Illness are limited to a lifetime maximum of 30 days per Covered Person.

Mental Illness and Substance Abuse **outpatient** treatment shall be limited to 50% of R&C (to a maximum benefit payable of $40 per visit for Substance Abuse Treatment) limited to a combined maximum of 50 visits per calendar year.

DENTAL

Dental Cash Deductible:

Insured Person Deductible . . . . . $ 50
Family Deductible . . . . . $ 100

Payment Rates:

- 80% of Covered Expense for all services and supplies, except as specified below.
- 100% of Covered Expense for Class I preventive dental services (examination and fluoride treatment) not more than twice per year for each insured person. Class I preventative dental x-ray not more than once per year.

Dental Expense Benefit Limits:

- Calendar year limit for payment of Covered Dental Expense, other than for orthodontics and periodontics . . . . . $ 1,000
- Calendar year for orthodontics . . . . . $ 750
- Calendar year for periodontics . . . . . $ 1,000
- Orthodontics expense is covered

VISION

100% of Covered Expense incurred for benefits listed below, up to the stated limits, if any; however, no Covered Expense incurred for a benefit listed below is payable under Medical. Covered Expense for vision care shall not exceed:

Eye refraction	$44
Glasses, per pair	
with single vision lenses	$88
with bi-focal lenses	$110
with tri-focal lenses	$154
with lenticular lenses	$264
Contact lenses, each	$120

However, in no event shall the maximum exceed $264 per one pair of lenses during **any period of** 24 consecutive months, or 12 consecutive months for children dependents. If contact lenses are necessary after cataract surgery or for correcting visual acuity to at least **20/70** in one eye when such correction cannot be achieved in either eye with other lenses, the maximum shall be $220 each.

MISCELLANEOUS

- Unmarried children who are at least 19 but less than 23 years of age are covered if they depend on the insured person for financial support and are enrolled as students in regular full-time attendance at a high school, college or university.
- Following a lay-off, a full-time employee and his/her eligible dependents will continue to be insured for not more than sixty (60) days.
- There shall be a carry-over of cash deductible for covered expenses incurred in last three months of calendar year.

Cost Containment:

- Mandatory second surgical opinion.
- No coverage for charges incurred as a result of admission to a hospital that occurs between Thursday midnight and Sunday noon unless it is an emergency admission certified by the physician.
- Pre-certification for a hospital admission.
- Right of subrogation.

EXHIBIT B

Prescription Drug Plan

The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a fifteen (15) day supply of a prescription drug that is needed on an emergency basis. As of April 20, 2006, such purchase will be subject to the deductible (per prescription) of $7.50 for generic, $15.00 for formulary drugs, and $25.00 for non-formulary drugs.

Non-emergency prescriptions or prescriptions in excess of the initial fifteen day supply must be purchased directly from the prescription drug plan provider. Postage paid envelopes and a toll free telephone number will be provided. From the effective date of this Agreement covered drugs will be furnished by the prescription drug plan provider for up to a ninety (90) day supply.The plan will require a deductible (per prescription and refill) of $15.00 for generic, $30.00 for formulary drugs, and $50.00 for non-formulary drugs.

Covered Expenses under the prescription drug plan are limited to "legend drugs" used in the treatment of illness or injury. "Legend drugs" are those which cannot be dispensed without a prescription.

Covered Expense under the prescription drug plan **does not** include expenses for:

- Drugs obtained without a prescription.
- Therapeutic devices such as hypodermic needles, syringes, support garments and non-medical substances, except materials relating to the injection of insulin. EpiPen and EpiPen Jr. are covered.
- Administration drugs.
- Drugs limited by federal law to investigational use.
- Drugs dispensed while you are confined in a facility which provides medical care.
- Drug refills in excess of the number stated by the doctor.
- Drug refills dispensed more than one year after the date of the prescription.
- Immunization agents, biological sera, and blood or blood plasma.
- Contraceptive drugs or materials.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-07-0980
EMPLOYEE ORGANIZATION,	}	(Clerk et al)
	}	
and,	}	
	}	
CITY OF KENT,	}	
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. Dave Ruller
RullerD@kent-ohio.org