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AGREEMENT BETWEEN

CITY OF HEATH, OHIO

AND

F.O.P. OHIO LABOR COUNCIL, INC.

(DISPATCHERS)

Effective April 1, 2014 through March 31, 2017

INDEX

	<u>PAGE</u>
ARTICLE 1	PURPOSE.....1
ARTICLE 2	DEFINITIONS.....2
ARTICLE 3	MANAGEMENT CLAUSE.....4
ARTICLE 4	UNION SECURITY.....6
ARTICLE 5	RECOGNITION OF BARGAINING AGENT.....10
ARTICLE 6	NEGOTIATIONS.....11
ARTICLE 7	NON-DISCRIMINATION.....13
ARTICLE 8	PROVIDING COPIES OF ORDERS.....14
ARTICLE 9	OFFICER COORDINATORS.....15
ARTICLE 10	GRIEVANCE PROCEDURE.....17
ARTICLE 11	INVESTIGATION OF MISCONDUCT: REPORTS; DISCLOSURE OF ALLEGATION(S) AND NAME(S) OF PERSON(S) MAKING SAME.....25
ARTICLE 12	MINOR VIOLATIONS.....27
ARTICLE 13	SERIOUS VIOLATIONS.....28
ARTICLE 14	REPRIMANDS.....30
ARTICLE 15	ORDER OF DISCIPLINARY ACTION.....31
ARTICLE 16	PERSONNEL FILE.....32
ARTICLE 17	UNSUBSTANTIATED OR UNPROVED ALLEGATIONS.....34
ARTICLE 18	PERFORMANCE EVALUATION.....35
ARTICLE 19	PROFESSIONAL TRAINING.....36
ARTICLE 20	STATIONING AND TRANSFER OF PERSONNEL.....37
ARTICLE 21	ADVANCE NOTICE OF MODIFICATION OR ELIMINATION OF POSITION(S) OR CLASSIFICATIONS(S).....38

ARTICLE 22	SENIORITY.....	39
ARTICLE 23	FALSE CLAIMS.....	40
ARTICLE 24	TENURE AND PROMOTION.....	41
ARTICLE 25	NO STRIKE/NO LOCKOUT.....	42
ARTICLE 26	LEAVES: SICKNESS, MILITARY, SPECIAL AND CHILD CARE.....	43
ARTICLE 27	CONVERSION OF SICK LEAVE CREDIT.....	46
ARTICLE 28	INJURY LEAVE.....	47
ARTICLE 29	FUNERAL LEAVE.....	49
ARTICLE 30	INSURANCE FOR EMPLOYEE AND DEPENDENTS.....	50
ARTICLE 31	PROFESSIONAL LIABILITY.....	53
ARTICLE 32	LONGEVITY.....	54
ARTICLE 33	VACATIONS.....	56
ARTICLE 34	PERSONAL DAY.....	59
ARTICLE 35	HOLIDAYS.....	60
ARTICLE 36	CLASSIFICATION.....	63
ARTICLE 37	UNIFORM ALLOWANCE.....	64
ARTICLE 38	OVERTIME PAY.....	65
ARTICLE 39	WORK WEEK.....	68
ARTICLE 40	SALARY.....	69
ARTICLE 41	COPIES OF AGREEMENT.....	71
ARTICLE 42	DURATION OF AGREEMENT AND RELATED MATTERS.....	72
ARTICLE 43	DIFFERENTIALS.....	73
ARTICLE 44	TUITION REIMBURSEMENT.....	74
ARTICLE 45	SAVINGS CLAUSE.....	75
ARTICLE 46	MID-TERM BARGAINING.....	76

APPENDIX A	DELTA DENTAL PLAN OF OHIO.....	80
SIGNATURES	83

ARTICLE 1

PURPOSE

This Agreement, entered into by the City of Heath, Ohio, hereinafter referred to as the "Employer" or the "City", and the F.O.P., hereinafter referred to as the "F.O.P.", Ohio Labor Council, Inc., "Lodge" or "Union", has as its purpose, with regard to the bargaining unit defined herein, the following:

To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

To provide for the peaceful and equitable adjustment of differences which may arise.

To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, State and Federal laws, and the Constitutions of the State of Ohio and the United States of America.

To ensure the right of every employee to fair and impartial treatment.

To provide an opportunity for the F.O.P. and the Employer to negotiate as to wages, benefits, and conditions of employment.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- (a) "Chief" means the Chief of Police for the City, in charge of the Division;
- (b) "Commission" means the City Civil Service Commission;
- (c) "Division" means the City Police Division;
- (d) "Emergency" means any situation which is declared by the Mayor of the City which jeopardizes the public health, safety, and the welfare of the City, its property, and/or its citizens, and requires in the opinion of said Mayor, the alterations of scheduled work hours, shifts, and/or personnel assignments;
- (e) "Employee" means any person occupying a position which has been determined by the State Employment Relations Board as being appropriately within one of the bargaining unit covered hereby, as set forth in Article 5.
- (f) "Immediate Family" means an employee's current spouse, parents, current parents-in-law, current step-parents, children, current step-children, brothers, sisters, grandparents, current grandparents-in-law, grandchildren, half brothers, half sisters, current brothers-in-law, current sisters-in-law, spouse's siblings, sibling's current spouses, other relatives living in the same household, and any persons who the employee can prove has reared that employee for the majority of his childhood;

- (g) "Immediate Supervisor" means the next person in the line of the chain of command to which one has to answer for his wrong doing or from whom one takes orders;
- (h) "Minor Violations" means those violations which are not of such nature as to constitute grounds for an immediate suspension, reduction in rank, or dismissal for the first offense. The determination of whether a violation constitutes a minor violation or a serious violation will be based upon the facts of the case and the employee's past record;
- (i) "Oral Reprimand" means a verbal warning issued in which the supervisor notes in the employee's personnel file the date and time and reason(s) the employee was verbally warned;
- (j) "Personnel File" shall mean the individual file of personally identifiable information concerning each employee kept in the office of the City Auditor;
- (k) "Probationary Employee" means any employee denominated as such in accordance with provisions of the City Charter;
- (l) "Serious Violation" means any violation or a series of minor violations which results in a suspension, reduction of rank or a dismissal;
- (m) "Supervisor" means an employee holding the rank of a Sergeant or above;
- (n) "Written Reprimand" means any official disciplinary action of record which is presented to the employee in writing with a copy placed in the employee's personnel file. This is for disciplinary actions other than days off without pay.

ARTICLE 3

MANAGEMENT CLAUSE

Nothing contained herein will be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general policy.

Section 1. The F.O.P. will recognize the rights and authority of the Employer to administer the business of the Division, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the F.O.P. will recognize the Employer has and will retain the full right and responsibility to direct the operations of the Division, to promulgate rules of Management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the rights to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or otherwise discipline for just cause; and to maintain discipline among employees.
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.
- C. To determine the Division's goals, objectives, programs and services; and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
- D. To determine the size and the composition of the work force and the Division's organizational structure, including the right to lay off employees from duty.
- E. To determine the hours of work and work schedules, and to establish the work force and rules for all employees in accordance with this Agreement.
- F. To enter into an agreement with another political subdivision, the state, or other entity whereby the City provides law enforcement services to same or vice versa.
- G. To determine when a job vacancy exists; when and if such vacancy should be filled; the duties to be included in all job classifications; and the standards of quality and performance to be maintained.

- H. To determine the necessity to schedule overtime and the amount required thereof.
- I. To determine the Division budget and uses thereof.
- J. To maintain the security of records and other pertinent information.
- K. To determine and implement necessary actions in emergency situations.
- L. To set standards of service to be offered to the public according to State law or State regulations.

Section 2. The F.O.P. recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements will remain the exclusive function of the Employer.

ARTICLE 4

UNION SECURITY

Section 1. As a condition of continued employment with the City, and commencing on the sixty-first (61st) day following the beginning of employment, all employees who are not members of the Union shall pay to the Union, as hereinafter provided, a fair-share fee. This provision shall not be interpreted to require any employee to become a member of the Union; nor shall fair-share fees exceed dues paid by members of the employee organization who are in the same bargaining unit.

Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to all requirements of law, for those occasions where a non-member makes a timely demand upon the Union. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination and the State Employment Relations Board shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair-share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

Any public employee who is member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee from becoming a member of or financially supporting an employee organization. The employee amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code mutually agreed upon by the employee and the Union's Financial Secretary. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under this Agreement.

Within the above limits, the Employer shall provide a check-off on the wages of any employee eligible for inclusion in the bargaining unit for the payment of regular monthly Union dues and/or fair share fees upon receipt of a certified list of employees from the Financial Secretary of the Union designating those employees in the bargaining unit who are subject to the Union dues and/or fair share fee.

With reference to bargaining unit members who are also Union members, the certification shall be accompanied by a voluntarily signed authorization of an employee on a form provided by the Union authorizing the City Auditor to provide a check-off on the wages of any Union member for the payment of regular monthly Union dues.

Such written authorization by the employee for dues check-off shall be valid for the duration of this Agreement unless such authorization is withdrawn by written notice served upon the City Auditor by the employee. Any costs in making such voluntary check-off, except as discussed above, shall be borne by the Employer.

The total amount of deductions for Union dues and fair share fees shall be remitted quarterly by the Employer to the Financial Secretary of the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. The Employer shall be relieved from making such "check-off" deductions, whether for Union dues or fair share fees, upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or applicable law, or (f) illegal job action.

Section 3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions. This rule is also applicable to fair-share fee situations.

Section 4. Notwithstanding the other Sections of this Article, it is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues and fees shall be authorized for the exclusive bargaining agent only, and no other

organization attempting to represent the employees within the bargaining unit as herein determined.

Section 5. All dues and fees deductions, at the Employer's option upon written notice by certified mail to the Union Representative, may be cancelled upon the termination date of this Agreement. All dues and fees deductions for any month in which Union members individually or collectively engage in a strike, may be cancelled at the Employer's options without notice to the Union.

Section 6. Subject to Section 4 above, the Union shall indemnify and hold harmless the City and its agents from any and all claims, demands, and expenses incurred in the defense against such claims and demands, made by an employee in the bargaining unit against the City or its agents as a result of the implementation or application of this Article.

ARTICLE 5

RECOGNITION OF BARGAINING AGENT

Section 1. The Employer recognizes the FOP/OLC as the exclusive bargaining agent for all full-time, non-probationary employees in the bargaining unit. The unit shall consist of all full-time Police Dispatchers employed by the City of Heath Police Department, pursuant to the certification issued on July 10, 1992 in State Employment Relations Board Case No. 92-REP-05-0111.

Section 2. Each Article of the Agreement shall cover all members of the aforesaid bargaining unit, provided that, without detracting from any of the foregoing, it is hereby agreed that only the following Articles of this Agreement shall pertain to probationary full-time Police Dispatchers: Articles 1 through 10, 16, 19, 23, 25, 26, 28 through 31, and 33 through 44, and provided further that, notwithstanding any reference to just cause in item A of Section 1 of Article 3, or otherwise in this Agreement, probationary full-time Police Dispatchers shall be subject to discipline or discharge at any time, without right of challenge, for any legal reason judged sufficient by management.

Section 3. Excluded -- the Chief of Police, Sergeants and above, Patrol Officers, and all other employees.

ARTICLE 6
NEGOTIATIONS

Section 1. Upon written notice from the F.O.P. in accordance with the terms of this Agreement contained in the Article titled, "Duration of Agreement and Related Matters," the Employer will meet with the authorized F.O.P. representatives to establish the bargaining guidelines for negotiations.

The City of Heath shall recognize the designated committee of the F.O.P. consisting of two (2) employees elected by the bargaining unit as defined herein, and, at the option of the Union, one (1) FOP consultant not in the bargaining unit as the exclusive Bargaining Agent for the bargaining unit defined hereinabove.

Section 2. Provided the Chief is advised in writing at least forty-eight (48) hours in advance and further that the Chief finds that such requested release from duty is not detrimental to the operation of the Division, the Chief will grant any one elected F.O.P. Officer released time off for the purpose of attending and conducting regular or special meetings of the Lodge.

The Officer so released will carry communications radio with him to the said meeting. He will thus maintain contact with the dispatcher and will be subject to call at any time during said meeting if a need arises.

Section 3. After first obtaining the written approval of the Chief or his designee, time off will be allowed by the Chief for up to a total of twenty (20) hours for each member of the designated committee of the F.O.P. as defined herein, to be used for the purpose of attending educational seminars concerning collective bargaining by only one member of such designated

committee at a time during the 90 days immediately preceding the expiration of the instant Agreement.

Section 4. Members of the designated committee shall be credited with an equal number of hours worked as to the number of hours actually spent in negotiations during the shift actually being worked concurrently or, if not scheduled to work that shift, as compensatory time to be taken as other compensatory time is scheduled, per the practice of the Division at the time of the commencement of this Agreement.

ARTICLE 7

NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4. The Union recognizes its responsibility as Bargaining Representative and agrees to equally represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Section 5. The Union agrees not to interfere with the rights of employees to be non-union members, subject to the provisions of Article 4 hereinabove.

ARTICLE 8

PROVIDING COPIES OF ORDERS

The Employer agrees to provide the F.O.P. Officer Coordinator a text of all current non-confidential orders, rules and regulations that it has promulgated and which directly affect members of the bargaining unit where such orders, rules and regulations have been reduced to writing.

The Employer further agrees to provide the Officer Coordinator a copy of all future non-confidential orders, rules and regulations that it promulgates and which directly affect members of the bargaining unit when same have been reduced to writing. The Employer shall also post one (1) copy on the Division bulletin board.

A copy of all training bulletins affecting the members of the bargaining unit shall also be posted on the bulletin board. This Article shall not relieve an employee of his responsibility to follow established work rules and orders whether or not same have been furnished to the Officer Coordinator and posted.

ARTICLE 9

OFFICER COORDINATORS

Section 1. The F.O.P. may appoint a member from the bargaining unit to be designated as the Officer Coordinator for the unit from which he was appointed. The F.O.P. will furnish in writing, to the Chief, the name, address, and phone number of such appointee and the appointee's alternate from the unit. The Officer Coordinator, and in his absence his alternate, will have the following duties:

- A. Posting Lodge notices on the bulletin board;
- B. Representing the Lodge in investigation and processing grievances;
- C. Replacing a grievance representative who is absent or unavailable;
- D. Notifying the Employer of the Lodge intent to invoke any steps of the grievance procedure;
- E. Generally supervising review of bargaining unit grievances;
- F. Acting as liaison between the Employer and the Lodge.

Subject to reasonable Division staffing needs, the Officer Coordinator or his alternate will be released from his normal duty hours upon advance notification to his immediate supervisor to participate in meetings and discussions and investigations with regards to the aforementioned matters without loss of pay or benefits to him.

Section 2. In the interest of sound Employee/Management relations, there is hereby established an Employee Relations Committee for the Division of Police. The Committee may meet upon request from either party on a mutually agreeable day and time, but neither party shall meet more often than once each month. Such meetings shall involve not more than three (3) representatives selected by the F.O.P. from the Bargaining Unit to discuss pending problems.

The F.O.P. and Management shall furnish each other at least three (3) working days in advance of the requested meeting, an agenda of the matter to be discussed at the meeting and a list of names of those representatives who will be attending.

The purpose of such meetings shall be to:

- A. Allow mutual discussion and development of new concepts in professional police service.
- B. Discuss the administration of this Agreement.
- C. Discuss ways to increase productivity and improve efficiency;
- D. To consider and discuss health and safety matters pertaining to Bargaining Unit employees.

The three (3) representatives selected by the F.O.P. shall not be entitled to overtime compensation for time involved in the meetings contemplated herein.

Section 3. Members of the designated committee shall be credited with an equal number of hours worked as to the number of hours actually spent in negotiations during the shift actually being worked concurrently or, if not scheduled to work that shift, as compensatory time to be taken as other compensatory time is scheduled, per the practice of the Division at the time of the commencement of this Agreement.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Definitions:

GRIEVANCE--shall mean an allegation by an adversely affected bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement which are controlled by City Ordinances or by the provisions of Federal and/or State Laws and/or by the United States or Ohio Constitutions

APPOINTING AUTHORITY--The Mayor of the City.

CALENDAR DAYS--The days Monday through Sunday, inclusive, provided that if the last calendar day on which to do an act under this Article falls on a Saturday, a Sunday, or a holiday as observed by the City, such last day shall be deemed instead to be the day next following that is not such a Saturday, a Sunday, or a holiday as observed by the City.

Section 2. Purpose:

The purpose of this Grievance Procedure is to set forth a formalized administrative procedure to resolve organizational grievances prior to appeal to a quasi-judicial body.

This procedure will give Grievants a method of resolving their complaints fairly and expeditiously within the organizational context of their work environment. This procedure will permit employees the opportunity to seek a remedy to their grievances without fear of restraint, interference, discrimination or reprisals.

Employees are herein granted the opportunity to discuss their grievances with their supervisors in order to find mutually satisfactory solutions as rapidly as possible.

Section 3. Time Limit:

If a grievance is not presented within a time limit as set forth above, it shall be deemed waived. If a grievance is not appealed to the next step within the specified time limit, or an agreed-on extension thereof, it shall be considered settled on the basis of the last answer. If the supervisor, the Chief or his/her designee, or the appointing authority does not answer an appeal within a specified time limit, the employee may elect to treat the grievance as denied at that step, and immediately appeal to the next step. The time limit on each step may be extended by mutual written agreement of the parties involved.

Section 4. Procedure (To be followed according to this order):

Step 1. ORAL REPORT--An employee who has a grievance shall first present it to his immediate supervisor within ten (10) calendar days of the occurrence of the event giving rise to the grievance. The Supervisor shall give any oral response to the employee within five (5) calendar days after such presentation. If this fails to resolve the employee's grievance, he may pursue resolution by processing said complaint through each step listed herein.

Step 2. WRITTEN REPORT--If the oral grievance presentation fails to settle the grievance, the employee may, within ten (10) calendar days of the receipt of oral response or when it was due, submit a written grievance report, signed by the employee, to the Chief or his/her designee, with a copy to his bargaining unit representative, on forms provided by the Employer, provided that if the Employer does not so provide such a form, the employee may use

any other form setting forth the grievance report information required hereby. The grievance report shall contain a description of the occurrence of the event giving rise to the grievance, a citation to the part of this Agreement allegedly breached, misinterpreted, or misapplied, a statement of the harm allegedly done, and a description of the relief sought. Within ten (10) calendar days after receiving such grievance the Chief or his/her designee shall furnish the employee with a written reply on the forms provided, with a copy to the bargaining unit representative.

Step Three. If the written reply to the grievance is not satisfactory to the employee, he may, within ten (10) calendar days after receiving the reply, submit a written appeal to the appointing authority and bargaining unit representative. The appeal to the appointing authority is initiated by attaching a cover letter to the written reports of the employee and the Chief or his/her designee and then submitting same to the appointing authority.

The appointing authority shall confer with the employee and/or bargaining unit representative, as well as the Chief or his/her designee, before rendering a decision; when an employee covered by this Agreement chooses to represent himself, no adjustment of the grievance will be inconsistent with the terms of this Agreement, and prior to any oral adjustment of any such grievance, the appropriate FOP grievance representative shall be notified of his right to be present at the adjustment. Such decision shall be reduced to writing and shall be delivered to the employee or his bargaining unit representative within fifteen (15) calendar days of the date on which the appeal was received by the appointing authority; if the employee has chosen to represent himself, a copy of the written decision shall also be delivered to the FOP within the same time period. Subject to any right of appeal hereunder, such decision shall be final.

Step Four. Appeal to Commission or Arbitration:

Employees shall have fifteen (15) calendar days to appeal discipline decisions of the appointing authority, referred to herein, to the Commission, who shall determine whether the occurrence of the event giving rise to the grievance falls within its jurisdiction. All such appeals of discipline grievances must be submitted to the Commission in writing stating the basis for appeal. All other grievances may be appealed to arbitration as provided within Step 5. If the Commission determines that it does have jurisdiction over the discipline grievance, the appeal may progress in accordance with the procedural requirements of the Commission. Upon request of any party to such Commission proceeding, any hearing hereunder by the Commission involving that party shall be conducted in private.

An employee seeking redress through the Commission must have first exhausted any applicable right of appeal outlined within this grievance procedure.

Step 5. Appeal after Commission or for Non-Discipline Grievances:

If the Commission determines that it does not have jurisdiction pursuant to Step 4 above, the employee may choose to proceed to arbitration, if the FOP gives its written concurrence, by notifying the Appointing Authority, in writing, of that choice, with a copy of that written concurrence from the FOP, within fifteen (15) calendar days of the Commission's issuing its determination to that effect. If the Commission determines that it does have jurisdiction pursuant to Step 4 above and the appeal progresses in accordance with the procedural requirements of the Commission to a determination on the merits (i.e., a decision on any basis other than lack of jurisdiction), the employee may choose to proceed to arbitration, if the FOP gives its written concurrence, by notifying the Appointing Authority, in writing, of that choice, with a copy of that

written concurrence from the FOP, within fifteen (15) calendar days of the Commission's issuing its determination on the merits of the appeal, and the Employer may likewise choose to proceed to arbitration by notifying the employee, in writing, within the same fifteen (15) calendar day period of its choice so to arbitrate. Nothing in this section shall require the FOP to concur in any desire of an employee to proceed to arbitration, provided that no such request shall go forward without such concurrence as stated herein, nor shall anything in this section preclude either an employee's or the Employer's foregoing such an appeal to an arbitrator hereunder and exercising instead any right that otherwise would exist under law to appeal directly from the determination of the Commission to a court as though there were no provisions whatsoever hereunder for pursuing an arbitration.

Once either party has given the other notification of its choice to proceed to arbitration in accordance with the immediately preceding paragraph, the parties shall attempt to agree on an arbitrator. If the employee chose to pursue arbitration, the FOP shall initiate contact with the Appointing Authority for this purpose, and if the Employer chose to pursue arbitration, the Appointing Authority shall initiate contact with the FOP for this purpose. In any event, any such contact shall be so initiated by the party required to undertake such initiation within the next twenty (20) calendar days of the giving of notice of the choice to proceed to arbitration pursuant to the immediately preceding paragraph.

Should the FOP and the Appointing Authority, through any representatives of their choosing, fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately

striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may each reject one (1) list and submit a request for another list from the FMCS.

If the Commission determined, pursuant to Step 4 above, that it did not have jurisdiction, the arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement and shall not have authority to add to or to detract from this Agreement or to reverse or modify decisions of the Employer that are within the Employer's discretion. If the Commission determined, pursuant to Step 4 above, that it did have jurisdiction and the appeal progressed in accordance with the procedural requirements of the Commission to a decision on the merits, the arbitrator's sole authority shall be to determine whether that Commission decision has been clearly and convincingly shown to be arbitrary and capricious.

The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or the submission of post-hearing briefs, whichever is applicable, and that decision shall be final and binding upon the employee, the FOP, and the Employer, subject to any right to appeal such arbitration decision under Ohio law.

The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the express direction of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent the member's presence at the hearing is so

required during the member's normally scheduled working hours, nor shall such employee receive any compensation or benefits from the Employer insofar as the employee's presence at the hearing is required outside the employee's normally scheduled working hours.

The employee or the FOP may cancel an arbitration once a request for same has been made by him or concurred in by it, and the Employer may likewise cancel any arbitration that it has requested. Such cancellation shall be accomplished by serving written notice on the arbitrator. If the employee or the FOP is the canceling party, a copy of such notice shall be served as well upon the Appointing Authority; if the Employer is the canceling party, copies of such notice shall be served as well upon the employee and the FOP. Any cancellation fee due the arbitrator shall be paid by the FOP if the employee cancels the arbitration and by the Employer if it cancels the arbitration.

Section 5. Records:

The Safety Director will retain all grievances, and responses thereto, in the grievant's employee personnel file, regardless of the level at which the written grievance is resolved. Any internal official or body outlined in the grievance procedure, including the Chief, or his/her designee if applicable, and Commission, if applicable, will turn over all records to the Safety Director upon completion of the grievance. Should there be a subsequent request by anyone other than the grievant, the aforementioned internal officials or body, or the custodian of the grievant's employee personnel file to review a grievance and responses thereto in such file, the grievant shall be promptly notified.

Section 6. Subpoena:

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of Ohio Revised Code. Upon receiving a request to issue a subpoena, the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena.

Section 7. Waiver in Case of Emergency:

In cases of emergency, the time limits for the Employer's or the Union's submissions or replies on grievances may be suspended.

Upon the termination of the emergency, should valid grievances exist, they shall be further processed in accordance with the provisions outlined in this Article, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 11

INVESTIGATION OF MISCONDUCT; REPORTS; DISCLOSURE OF ALLEGATION(S) AND NAME(S) OF PERSON(S) MAKING SAME

Section 1. The City may conduct an investigation of alleged misconduct by an employee and require written reports from that employee. If any such report by that employee shows or tends to show that that employee has committed a crime, the use of such report will be subject to the following:

- a. The report will not be used in any criminal proceedings against the employee who prepared it;
- b. The report may be used by the City in taking action and in defending such action with respect to discharge, or other discipline, of the employee or any others.

Section 2. An employee will be informed of any allegation that is to be relied upon as grounds for disciplining the employee as well as the name of the person making the allegation. If the misconduct involves a minor violation, such allegation and name shall be so provided at the time of the interview described in Article 12 hereinbelow upon the request of the employee; if the misconduct involves a serious violation, such allegation and name shall be provided at the time of the proceeding described in Article 13 hereinbelow upon the request of the employee. Notwithstanding the foregoing time requirements, however, in the event that, prior to the interview or the proceeding just mentioned, the City requires under Section 1 hereof a report from the employee alleged to have engaged in misconduct, the allegation and name of the person

making it shall be so provided at the time the report is so required upon the request of the employee.

Section 3. An employee requested in writing to submit a written report per this Article will submit said report within three (3) days, excluding Saturdays, Sundays, and Holidays, to the Chief. Failure to comply shall be considered a serious violation and will result in disciplinary action.

ARTICLE 12

MINOR VIOLATIONS

An employee who has allegedly committed a minor violation shall be interviewed by his immediate supervisor or the Chief prior to the Employer's issuing an oral or written reprimand. Such interview does not require the presence of a third party. This Article does not relieve the Employer of the requirement to inform the employee of his or her right to union representation if there is reason to believe he or she may be subject to discipline.

ARTICLE 13

SERIOUS VIOLATIONS

Section 1. A charge for a serious violation will be in writing stating the alleged violation against the employee. Such employee will be given a true copy of the charge. In addition, such employee will also be given a written notice advising the employee that he will appear at a proceeding at a certain time and place before the Chief or the appointing authority for a predisciplinary hearing. At such time and place, the employee will be permitted to have present an appropriate representative. In any case of reduction, suspension, or removal, the appointing authority will furnish such employee with a copy of the proposed order of reduction, suspension, or removal which order will state the reasons therefore; further, the employee shall receive an oral or written summary or evidence in support of such reasons. The employee or his representative shall be given an opportunity to respond thereto, and that response shall be considered by the City before it determines whether to finalize, modify, or withdraw such order.

Section 2. Notwithstanding the foregoing, when the nature of the charge against an employee is determined by the City to be such as to make it inappropriate for him to perform his duties pending a decision on a reduction, suspension, or removal, the employee may be relieved from duty without compensation until such decision is made; however, (1) no employee shall be so relieved without compensation until after he has been given notice of the charge against him, an explanation of the City's then-existing evidence and an opportunity to challenge same before, or to provide an explanation to, the Chief or the appointing authority, and (2) no disciplinary action of record shall be taken until such decision to discipline is so made. Any employee who is so relieved, who is capable of performing his duties, and who is later found to be innocent of the

charge against him shall be entitled to receive the net lost wages due to being so relieved at a reasonable time upon the employee's returning to work.. Any employee who is so relieved, who is capable of performing his duties, and who is later found to be innocent of the charge against him shall be entitled to receive the net lost wages due to being so relieved at a reasonable time upon the employee's returning to work.

Section 3. A copy of the order of any suspension, reduction, or removal pursuant to Section 1 will be provided to the employee within seven (7) days of the decision referenced herein.

ARTICLE 14

REPRIMANDS

Upon request of the employee, oral reprimands over two (2) years old shall be considered confidential and removed from an employee's personnel file and shall not be considered in any subsequent disciplinary actions providing there are no intervening disciplinary actions during the two (2) year period.

ARTICLE 15

ORDER OF DISCIPLINARY ACTION

The principles of progressive disciplinary action shall be followed with respect to minor violations such as, but not necessarily limited to, tardiness and excessive absenteeism. Where the Employer determines appropriate, the progression of disciplinary action for minor violations shall include in order the following: oral reprimand, written reprimand and suspension for the same or similar offenses prior to dismissal.

ARTICLE 16

PERSONNEL FILE

Section 1. Every employee will be allowed to review the contents of his personnel file at all reasonable times during the regular business hours of the City Auditor's office. Any employee wishing to review his file will make a written request to said office, which will then permit the employee to examine the file.

Section 2. An employee may designate an appropriate representative to review his personnel file in accordance with Section 1. Representatives will present a written notarized authorization to the City Auditor's office as a condition of access to an individual's personnel file.

Section 3. For the duration of this Agreement, and any extensions thereof, if an employee, upon examination of his personnel file, disputes the accuracy in those documents to which he has access, the employee may request the Division, in writing, to investigate the disputed information. The Division will within five (5) days, exclusive of Saturday, Sunday and Holidays, after receiving the request from the employee, make a reasonable investigation of the disputed information and will notify the employee of the results of the investigation and the action to be implemented with respect to the disputed information. The City Auditor's office will delete any information that is found to be inaccurate.

If after such determination the employee is not satisfied, he may write a brief statement of his position on the disputed information, and such statement will be attached to the file. In any subsequent transfer, report, or dissemination of the disputed information that includes a statement by the employee, the Employer may include a statement that it has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for this belief.

Section 4. This Article is written in accordance with Chapter 1347 of the Ohio Revised Code and may be amended upon mutual agreement of the parties hereto so as to comply with any future amendments or rules adopted and promulgated with respect to the above mentioned chapter.

ARTICLE 17

UNSUBSTANTIATED OR UNPROVED ALLEGATIONS

No information relating to alleged misconduct of any employee shall be placed in his personnel file until after compliance with applicable interview and/or meeting procedures required by Articles 12 and 13 hereof. Until such compliance occurs, such information regarding alleged misconduct shall be kept separate from the personnel file and shall remain confidential according to law.

ARTICLE 18

PERFORMANCE EVALUATION

The signature of an employee shall be required on an annual performance evaluation. Such signature will mean only that the employee has read the evaluation. Once signed by the employee, no comments, corrections, deletions, substitutions or additions may be made to the employee's evaluation report without permitting the employee to read such report and again sign the same.

ARTICLE 19

PROFESSIONAL TRAINING

The City will supply any and all materials necessary for training required and/or ordered by it for any employee(s). The City will make available a minimum of two (2) days of school per year, per dispatcher, for training purposes, in addition to TAC training and Dispatcher Training Officer ("DTO") training.

ARTICLE 20

STATIONING AND TRANSFER OF PERSONNEL

Section 1. Subject to the authority of the Mayor as Safety Director, the Chief or an employee acting in his stead shall have exclusive control of the stationing and transfer of all employees unless otherwise modified by this Agreement. Any stationing and/or transfer which is not a result of work-related reasons shall be subject to the grievance procedure.

Section 2. Employees of the Bargaining Unit shall be entitled to individual shift preference of shifts currently scheduled. Such preference shall be with respect to seniority of the employee. Shift preference forms shall be made available by the Employer for use by members of the bargaining unit. An employee utilizing seniority to change shifts shall remain on the selected shift for a period of one (1) year before again being permitted to utilize seniority for shift preference. Such change shall be effective January 1 of any particular year to terminate December 31 of such year. Shift preference forms shall be filed with the Chief not less than thirty (30) days prior to the effective date involved and shall be subject to the paramount needs of the Division as determined by the Chief or the Mayor as Safety Director.

Section 3. When an employee is removed from his or her job due to shift preference, said employee shall have fourteen (14) days from December 1 to utilize his or her seniority for reassignment.

ARTICLE 21

ADVANCE NOTICE OF MODIFICATION OR
ELIMINATION OF POSITION(S) OR CLASSIFICATIONS(S)

In the absence of an emergency, the City will notify the F.O.P. in writing and thirty (30) days in advance of implementation of any determination that it has made to modify substantially the functions of, or to eliminate, any employee position(s) or classification(s).

ARTICLE 22

SENIORITY

In exercising his exclusive control under Section 737.06, Ohio Revised Code, the Chief shall give consideration to the seniority of the applicants in making assignments. When all other criteria are equal, as determined by the Chief, seniority will be the deciding factor.

Seniority shall be based on continuous service as a dispatcher in Heath.

Shift preference, rest days, vacation requests, and holiday requests will be granted based on seniority consistent with the terms of this agreement.

ARTICLE 23

FALSE CLAIMS

An employee who is guilty of submitting a false claim for benefits is subject to disciplinary action by the City, including discharge, and/or the withholding of benefit payments.

An employee who is on injury or sick leave, or special or child care leave, and at the same time is working for another employer or is engaged in work for financial gain for himself is deemed prima facie to have made such a false claim for benefits unless prior to such work for another or in self-employment he obtains from his appointing authority written approval to do so, provided that this presumption shall not apply to any employee on special or child care leave who so works only occasionally and sporadically.

ARTICLE 24

TENURE AND PROMOTION

Except insofar as Ohio Revised Code Section 4117.08(B) prohibits bargaining concerning same and thus precludes any agreement in such regard from being binding, the parties agree that the tenure, and promotion within the bargaining units, of every employee shall be according to rules 30.10, 30.30, 40 (except 40.43, 40.431, 40.46, 40.47, and 40.48), 50, and 60 of the Civil Service Commission and General Order 34 of the Heath Police Department, or its successor.

ARTICLE 25

NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides for the orderly resolution of grievances, the Employer and the F.O.P. recognize their mutual responsibilities to provide for uninterrupted services to the citizens of the City. Therefore, with respect to this Agreement and the bargaining unit, unless and until a court shall determine all or any part hereof to be invalid as applied to the F.O.P. and/or the Employer or shall determine the certification of the bargaining unit's representative or the law under which such certification occurred to be invalid:

Section 1. The F.O.P. agrees to abide by the provisions set forth in the Ohio Collective Bargaining Law as put into effect in April, 1984, with any amendments thereafter or hereafter made.

Section 2. The Employer agrees to abide by the provisions set forth in the Ohio Collective Bargaining Law as put into effect in April, 1984, with any amendments thereafter or hereafter made.

ARTICLE 26

LEAVES: SICKNESS, MILITARY, SPECIAL AND CHILD CARE

Section 1. Sickness. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the City, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family requiring the employee's presence. Unused sick leave shall be cumulative and shall have no limit. The previously accumulated sick leave of an employee who has been separated from the public service with the City may be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to employment with the City shall be credited with the unused balance of his accumulated sick leave days. The Mayor or the Chief may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either written, signed statement or a physician's certificate shall be grounds for removal from employment.

The appropriate administrative authority may require an employee to take an examination, conducted by a mutually agreed to, licensed physician (which agreement shall not be unreasonably withheld), to determine the employee's physical or mental capability to perform

the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or injury leave. The cost of such examination shall be paid by the Employer.

Time spent on special or child care leave shall not be included in determining duration of employment for sick leave accrual purposes.

Section 2. Military. Any employee who is a member of the National Guard of Ohio or the armed forces of the United States and is required to undergo field training therein shall be granted a leave of absence with full pay and benefits for the period of such field training. As used herein, "full pay" shall mean that the City shall pay the difference between the employee's base hourly rate for a basic work week and the employee's military salary. This paid leave of absence shall be in addition to his vacation leave but shall not exceed twenty-two (22) days of eight (8) hours or one hundred seventy-six (176) hours in any fiscal year. Except through the use of accumulated vacation or personal leave days, the City shall not otherwise pay for any period of service in the National Guard of Ohio or the armed forces of the United States, provided that nothing herein shall in any way affect any right that an employee may have under federal and/or state law to return to employment with the City after such service with all protections provided by such law.

Section 3. Special Leave of Absence. An employee who is temporarily, either mentally or physically, incapacitated to perform his duties, or who desires to engage in a course of study such as will increase his usefulness on his return to the service, may, if the appointing authority approves and obtains the concurrence of the City Council, be granted special leave of absence without pay, accrual of benefits, or compensation of any kind for a period not exceeding six (6) months. Any employee asking for a special leave without pay shall submit his request, in

writing, stating the reasons why, in his opinion, the request should be granted, the date when he desires the leave to begin and the probable date of his return to duty. If the appointing authority should find it necessary to fill a position that is vacant by reason of special leave, the appointing authority may notify the absent employee that the leave has been curtailed, and if the employee shall be subject to removal.

Section 4. The Family and Medical Leave Act of 1993. Notwithstanding anything to the contrary herein, effective February 5, 1994, employees and the City shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993 in supplementation of any provision of this Agreement.

ARTICLE 27

CONVERSION OF SICK LEAVE CREDIT

Any employee with ten (10) or more years of service with the City shall be entitled to receive a cash payment based on the employee's rate of pay at retirement equivalent to one-half (1/2) of the employee's accrued but unused sick leave at retirement. All new employees, not on Heath's payroll as of April 1, 1993, shall be entitled to receive a cash payment under this Article equivalent to one-half (1/2) of an amount of accrued but unused sick leave, such payment not to exceed one thousand forty (1,040) hours, at retirement.

The term "retirement" as used in this Section shall include death. In the event of death, if the employee would otherwise qualify for the cash payment provided in this section, then in that event, such payment shall be made to the surviving spouse of the employee and if there is no surviving spouse, then to the estate of the employee.

Subject to the foregoing paragraph, only those employees whose effective date of retirement with the Public Employees' Retirement System of Ohio is no later than one hundred twenty (120) days after the last paid day of service or the last day of an approved unpaid leave of absence with the City shall be deemed to have retired and eligible to be paid for such accrued but unused sick leave credit.

ARTICLE 28

INJURY LEAVE

Section 1. To be placed on injury leave and receive the benefits set forth in this Article, an employee has the burden of proving that any disease or injury suffered by him was incurred in the course of or arising out of his employment with the City and was not caused primarily by his own negligence or other misconduct, and he must report his injury to the Chief immediately upon the occurrence of the event causing the injury (or, if physically unable to do so, as soon as the employee becomes so able).

Section 2. Subject to the foregoing and Section 7 below, any employee who qualifies for temporary total disability payments through the Bureau of Workers' Compensation for an in-service occupational disease or injury arising out of his employment with the City shall be placed on paid injury leave at his base hourly rate for a basic work week during the first ninety (90) calendar days following such injury, provided that such employee agrees to reimburse the City in the amount of all temporary total disability payments received during those ninety (90) days and to that end signs a written agreement directing all such temporary total disability payments from said Bureau to him be mailed in care of the City at the City's address.

Section 3. An employee on injury leave as aforesaid shall be entitled to reinstatement at the grade and step of pay received immediately prior to his return from such leave as determined by the appointing authority upon approval of his application by the appointing authority to return to work.

Section 4. The City shall establish such forms and procedures as are necessary to properly document and carry out the provisions of this Article.

Section 5. An employee shall be entitled to credit for all time accumulated during injury leave in determining eligibility for salary step advancement and benefits where tenure is a factor.

Section 6. An employee may utilize sick leave in lieu of or in addition to injury leave.

Section 7. Notwithstanding the foregoing, any employee otherwise qualified for injury or sick leave whom the Chief determines to be capable of performing light or restricted duties at any time after an injury may be assigned to perform such duties in lieu of being placed on injury or sick leave. An employee who objects to such assignment shall have the right to an examination by a physician appointed and paid for by the Employer, and that physician's determination of the employee's capability or incapability to perform such light or restricted duties shall be final as to the employee's eligibility for injury or sick leave.

ARTICLE 29

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee may use paid sick leave in the following manner, provided that the Chief may require reasonable proof before such leave may be so used:

- A. In the event the funeral is to take place in the State of Ohio, an employee may use three (3) days of leave, as required for attending the funeral, and/or making funeral arrangements.
- B. In the event the funeral is to take place outside the State of Ohio, an employee may use five (5) days of leave for the foregoing Purposes.
- C. Sick leave in excess of the above allotted time may be approved by the Chief for the foregoing purposes.

ARTICLE 30

INSURANCE FOR EMPLOYEE AND DEPENDENTS

Section 1. The Employer shall make available, during the term of this Agreement, either health insurance through a carrier or a partially self-funded major medical plan. If the Employer self-funds as just described, claims will be paid through a third-party administrator, hired by the Employer, and a "stop loss" policy will be purchased by the Employer to protect the City and the Employees on claims in an amount determined by the City. Coverage shall be available on a single or family coverage basis, and deductibles, co-pays, co-insurance, and maxima shall be at the levels provided at the conclusion of the parties' collective bargaining agreement immediately preceding this Agreement. The Employer shall pay all of the premium for such health insurance, or all of the cost for such self-funded plan with stop loss policy, except that, through a deduction in the stated amount with each paycheck (but not any third paychecks in a single month), Employees having coverage through such insurance or self-funded plan with stop loss policy shall pay as a percentage of the amount of the premium for same or of the total cost to the Employer for such self-funded plan with stop loss policy, as allocated to Employees on a single or family coverage monthly basis, the amount of ten percent (10%) for coverage, deducted in a proportionate amount with each paycheck and as described hereinafter, provided that probationary Employees and first and second year non-probationary Employees (i.e., Employees who are then paid as first or second year non-probationary Dispatchers under Article 40 below) shall pay a reduced percentage rate of eight percent (8%) rather than ten percent (10%) as otherwise provided herein, and provided further that, notwithstanding anything otherwise to the contrary in the foregoing, no Employee who pays the amount of ten percent (10%) of premium

for coverage shall be required to pay more than \$59.00 per month for single coverage or \$144.12 per month for family coverage, and no Employee who pays the reduced amount of eight percent (8%) of premium for coverage shall be required to pay more than \$47.20 per month for single coverage or \$115.30 per month for family coverage. The calculation and deduction of the Employees' aforesaid percentage shares to be paid as described herein beginning in the month of November shall be based on the amount of the Employer's premium for such health insurance, or the total cost for such self-funded plan with stop loss policy, for the plan year from October 1st through September 30th that includes that November. The Employer shall establish a Section 125 Plan for the exclusive purpose of allowing Employees to pay their portion of insurance premiums under this section, and under Section 4 of this Article, on a pre-tax basis, such Plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.

The policies, procedures and requirements shall be prepared and maintained by the Employer in the office of the City Auditor, with copies also to be available to Employees.

Section 2. Each employee shall receive, at the expense of the Employer, a Thirty Thousand Dollar (\$30,000.00) term life insurance policy, subject to a reduction to two thousand five hundred dollars (\$2,500.00) at age seventy (70) if and as permitted by law.

Section 3. The Employer shall provide, during the term of this Agreement, disability insurance coverage to the same degree as was provided to the Employees during the year immediately preceding this Agreement.

Section 4. The City shall enter into an agreement with Delta Dental Plan of Ohio to provide coverage as set forth in Appendix A to this Agreement. The City shall provide such

coverage for each employee on an employee only basis at no cost to the employee, except that the maximum amount that the City shall be required to pay for same shall be \$32.99 per month per employee. Employees may purchase via payroll deduction family coverage (*i.e.*, employee and one dependent or employee and two or more dependents) at their cost above the cost of employee only coverage so long as such coverage is available. Nothing herein shall preclude the City from choosing to change dental insurance carriers so long as the level of benefits is at least substantially comparable to that set forth in Appendix A.

Section 5. There shall be an insurance committee that shall consist of one (1) member from each of the City's recognized bargaining unit, appointed by the representative of each such unit for such period as that representative shall determine (provided that if the representative of any unit chooses not to have any member from that unit participate, the insurance committee shall operate without any such member), and no more than five (5) other members (not from any recognized bargaining unit) appointed by the Mayor for such period as he shall determine; the Mayor shall also designate which of his appointees shall serve as the committee chair. The committee shall meet at least one hundred twenty (120) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee's responsibilities shall include monitoring insurance costs and reviewing and recommending modification of benefits, provided that no such modification of benefits shall take effect if contrary to the express provisions of this Agreement unless each of the parties to this Agreement consents in writing.

ARTICLE 31

PROFESSIONAL LIABILITY

The City shall maintain, at its expense, an insurance policy designed to provide protection against professional liability with substantially the same liability coverage, and in at least the same coverage amount of two million dollars (\$2,000,000), as that maintained on March 31, 1996, or it may self-insure to provide such protection, provided that nothing herein shall preclude the City's changing its insurance carrier for the foregoing as long as the liability coverage and amount comply with the requirements hereof.

ARTICLE 32

LONGEVITY

Section 1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity payment shall be made by the following schedule and guidelines. Annual longevity payments shall be made by two separate checks to all full-time bargaining unit members who have completed at least five (5) years of continuous service, and who shall be in the employ of the City, as of November 30th of the calendar year in which the first of such two payments is made. That first such payment shall be made during the first half of the month of December of each year and shall be in the amount set forth in items A and B below (based upon years of continuous full-time service as of November 30th); the second such payment shall be made at the time of the second payroll in the month of February of the next following calendar year and shall be calculated by dividing the amount in the December longevity payment by the total number of hours worked in the calendar year in which that December longevity payment was made and multiplying the result by one-half ($\frac{1}{2}$) the number of overtime hours worked in the calendar year in which that December longevity payment was made. The amount of the December longevity payment shall be as follows:

1. After five (5) years of service, each employee shall receive \$800.00.
2. For each additional year thereafter, each employee shall receive an additional fifty dollars (\$50.00) per year, as per the following schedule:

5 years -- \$ 800;

6 years -- \$ 850;

14 years -- \$1250;

15 years -- \$1300;

23 years -- \$1700;

24 years -- \$1750;

7 years -- \$ 900;	16 years -- \$1350;	25 years -- \$1800;
8 years -- \$ 950;	17 years -- \$1400;	26 years -- \$1850;
9 years -- \$1000;	18 years -- \$1450;	27 years -- \$1900;
10 years -- \$1050;	19 years -- \$1500;	28 years -- \$1950;
11 years -- \$1100;	20 years -- \$1550;	29 years -- \$2000;
12 years -- \$1150;	21 years -- \$1600;	30 years -- \$2050.
13 years -- \$1200;	22 years -- \$1650;	

Military leave, special leave, and child care leave as defined in Article 26 of this Agreement, while not considered as a break in service with the City, shall not be included in determining service time for the cash payment computed under this Section.

Section 2. Employees who retire consistent with the term "retirement" as such is used in the last two paragraphs of Article 27 hereof) during any year for which longevity payments shall be due such employee under this plan and who, because of such retirement, shall not be in the employment of the City as of November 30 of that particular year shall, nevertheless, receive a pro rata longevity payment for that year based on the number of full months of employment from the last December 1 to the last paid day of service prior to the employee's retirement. Such payment shall be made at the same time as other longevity payments are made.

ARTICLE 33

VACATIONS

Section 1. Employees who have completed one (1) year of paid service shall be entitled to paid vacation at their base hourly rate under Article 40, rounded off to the nearest cent per hour, according to the following schedule:

One Year 80 Hours

Eight Years 120 Hours

Fifteen Years 160 Hours

Twenty Years 200 Hours

Section 2. The service year for all vacation computations shall be based on the calendar year (January 1 through December 31).

In any year in which an employee has an anniversary date of employment (other than a first such anniversary) that entails an increase in vacation accrual because of attaining one of the years set forth in the above schedule (*i.e.*, eight years, fifteen years, or twenty years), a pro rata amount of the additional vacation to be granted (*i.e.*, a pro rata amount of the difference between the previous vacation accrual level and the new vacation accrual level) shall be credited to an employee at the start of the pay period next following the employee's anniversary date of employment.¹ To be eligible for such crediting, the employee must deliver written notification to the payroll department of such eligibility no earlier than sixty (60) days before the start of the pay

¹For example, an employee who began work on October 1, 1995 would have his/her eighth year of employment anniversary on October 1, 2003. Because one-quarter of the calendar year would then remain, the amount of additional vacation to be credited to the employee would be ten (10)

period next following the employee's anniversary date of employment, provided that an employee who does not deliver such written notification at least seven (7) days before the start of the pay period next following the employee's anniversary date of employment shall not be credited with the additional vacation described in this paragraph until the start of the pay period that next begins at least seven (7) days after such written notification is delivered, and provided further that an employee shall not be credited with the additional vacation described in this paragraph unless the employee gives written notification as set forth herein no later than sixty (60) days after the employee's anniversary date of employment.

Section 3. Employees who have not completed one year's service shall be entitled to eight (8) hours vacation for each month worked or on paid status during that first year, not to exceed eighty (80) hours vacation.

Section 4. Vacation time will normally be taken during the year following accrual. Where, due to a heavy burden of work or under exceptional circumstances, vacation time cannot be practically taken, an employee may be permitted to carry over up to forty (40) hours vacation to the next year, provided that prior approval is obtained from the Chief and the Mayor. An employee shall not elect to work and receive additional pay for his allocated vacation time without prior approval of the Mayor. No employee shall elect to receive pay in lieu of time off except as provided herein.

Section 5. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled.

hours (*i.e.*, $\frac{1}{4} \times [120-80]$). That amount would be credited to the employee at the start of the pay period next following October 1, 2003, subject to the notification requirements set forth above.

Section 6. Vacation requests shall be made in writing delivered to the Chief, preferably thirty (30) days in advance when practical but not required when the shift can be covered. If requests are contemporaneously made and none has yet been approved, the order of any approval of such requests will be that the most senior request(s) will be granted before any less senior request(s). Once a request has been approved, that approval shall not be withdrawn on the basis that a more senior employee has requested the same date(s).

Section 7. Time spent on special leave or child care leave shall not be included in determining duration of employment for vacation accrual purposes, nor shall such time be included in determining seniority for vacation scheduling purposes.

ARTICLE 34

PERSONAL DAY

Section 1. Each employee shall be entitled to four (4) personal leave days computed at his base hourly rate, rounded off to the nearest cent per hour, in addition to scheduled holidays.

Section 2. Use of this day shall be approved by the Chief or his designee, subject to conditions allowing for proper staffing requirements. These leave days must be used during the calendar year for which they are granted or otherwise be lost. No cash compensation in lieu of actual time off shall be given for this day for any reason.

ARTICLE 35

HOLIDAYS

Section 1. The following holidays are those which shall be recognized and observed in the bargaining unit per Section 2 hereinbelow following the date this Agreement is effective:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Columbus Day	(Second Monday in October)
Veterans Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Any Other Day Designated by Official Action of the City Council and/or

Proclamation of the Mayor

Section 2. Employees who work their regularly scheduled work day immediately prior to and immediately after a holiday, or if they are on any compensated leave, shall receive pay for such holiday at their base hourly rate. Employees who work on a holiday shall receive two and one-half (2½) times their base hourly rate for any holiday hours worked. Those employees who do not work on a holiday will receive their base hourly rate at straight time. In addition, holiday hours worked on what would be considered an employee's rest day and holiday

hours worked in excess of a regular shift would be paid at three (3) times the hourly rate in lieu of two and one-half (2½) times the hourly rate.

The preceding paragraph shall mean that employees who work their regularly scheduled work day immediately prior to and immediately after a holiday, or if they are on any compensated leave, shall receive pay for such holiday at their base hourly rate, provided that employees who work on a holiday shall instead receive in lieu of holiday pay for any hours so worked, (a) two and one-half (2½) times their base hourly rate for any holiday hours worked that they would otherwise be regularly scheduled to perform on such day were it not observed as a holiday and (b) three (3) times their hourly rate as defined in Article 40 of this Agreement in lieu of holiday pay for any hours of such work that they would not otherwise be regularly scheduled to perform on such day were it not observed as a holiday.

Section 3. If an employee has a customary schedule and a holiday falls on the employee's regular day off, no request for time off on such holiday shall be necessary. If an employee does not have a customary schedule or a holiday falls on an employee's regular day to work, the employee shall work unless a request for time off is submitted in writing thirty (30) days in advance and granted, provided that if so granted, such requests for time off shall be granted based on seniority, and provided further that this shall not require the granting of a request to a more senior employee if a less senior employee's request for such day off has previously been granted.

ARTICLE 36

CLASSIFICATION

Only bargaining unit members or part-time dispatchers shall perform the duties of a dispatcher in the Heath City Police Department except in the case of an emergency.

Overtime radio time, or dispatcher duty, shall be offered to full or part-time dispatchers except in the case of the two hours at the beginning or conclusion of a shift and in emergencies.

ARTICLE 37

UNIFORM ALLOWANCE

All employees shall be entitled to receive Five Hundred Thirty Dollars (\$530.00) per year to be used as an allowance to purchase, maintain and clean uniforms, payable once a year by the close of business on January 20.

ARTICLE 38

OVERTIME PAY

Section 1. An employee shall receive overtime pay at a rate of one and one-half (1-1/2) times the employee's base hourly rate per Section 1 of Article 40 hereof (as such base hourly rate has been rounded off to the nearest cent per hour) and any differential under Article 43 hereof applicable to that employee for each hour of work that is performed in any pay period beginning on or after the effective date of this Agreement per Section 1A of Article 42 hereof and that exceeds forty (40) hours of work in any one week.

Section 2. Personnel called in for overtime not contiguous to their regularly assigned shift shall receive a minimum of three (3) hours of overtime pay, provided that this minimum shall not apply if the reason the employee is called in is either (a) for completion or correction of work that he should have performed during regular hours but did not do so through his own fault or negligence or (b) for a disciplinary matter involving that employee.

Section 3. Notwithstanding any contrary provision in the foregoing, an employee entitled to receive overtime pay under Section 1 may, upon the approval of the Chief and in lieu of getting such pay, elect within one (1) day of the end of the pay period in which such overtime was earned to receive compensatory time off from regular duty at the rate of one and one-half hours off for each and any such hour of overtime so worked, provided that such compensatory time off (a) shall not accumulate to a total of more than one hundred twenty (120) hours for any employee, (b) shall not be used at a time that would cause undue disruption in the Division, and (c) may be purchased at any time by the City at the higher of the employee's then present base hourly rate and any differential under Article 43 hereof applicable to that employee or his average

base hourly rate and any differential under Article 43 hereof applicable to that employee during the past three years, and provided further that an employee who gives written notice to the payroll department, on or before July 1st during a calendar year, of his/her choice to cancel and be paid for up to fifty (50) hours of his/her accrued but unused compensatory time off shall be so paid for same, no later than the first payroll in December of that calendar year, at his/her base hourly rate applicable at the time of such payment. In the event of an emergency occurring as to an employee after s/he has given written notice of his/her choice to cancel and be paid for compensatory time off as just described, the employee will be allowed to withdraw such choice if, prior to December 1st of the year of such choice, s/he gives to the Mayor a written withdrawal request that sets forth the emergency reason(s) for same and the Mayor approves such request, provided that the Mayor's approval shall not be unreasonably withheld.

Section 4. No Employee shall be entitled to witness fees received for appearing as a witness in court or before a grand jury. Such fees shall be immediately given to the Chief by such employee for deposit into the General Fund of Employer.

Section 5. Subject to the paramount need to maintain effective operations within the Division, the City shall use good faith efforts to rotate, to the extent practical and necessary to avoid gross disparities among employee within the same classification who, in any signed writing constituting reasonable notice, have informed the Chief of their desire to work same, the assignment of all overtime work that is either prescheduled or results from a call-in because of illness or other unforeseen absence, including but not limited to special details, reasonably estimated to last longer than two (2) consecutive hours. It is understood that the written notice required herein shall be submitted not more than thirty (30) nor fewer than twenty (20) days

before January 1 of, and shall be applicable to, each calendar year that this Agreement is in effect. It is understood further that this section shall not apply to assignments of either (a) investigations, including but not limited to undercover work, or (b) activities requiring specialized training, qualifications, and/or experience. It is understood still further that (a) any scheduling that would otherwise constitute a violation of this section and that is undertaken by an employee assigned by the Chief to schedule overtime in accordance herewith shall not be a violation but (b) in the event that an employee makes a written complaint to the Chief, supported by reasonably adequate documentation, that an employee so assigned by the Chief to schedule overtime hereunder has not undertaken such scheduling in accordance herewith, the Chief shall make a reasonable effort in good faith to preclude that scheduling employee's not acting in accordance with this section in the future. Finally, nothing herein shall in any way detract from the City's authority to mandate that overtime shall be worked at any time that it determines, per subsection IH of Article 3 of this Agreement, that it is necessary to schedule same.

ARTICLE 39

WORK WEEK

The basic work week for employees is hereby established at forty (40) hours per week.

ARTICLE 40

SALARY

Section 1. On and from April 1, 2014, to March 31, 2015, employees shall be paid at the following base hourly rates, rounded off to the nearest cent per hour:

<u>Description of Position</u>	<u>Base Hourly Rate</u>	<u>Approximate Annualized Pay</u>
Dispatcher		
Probationary	\$10.5886 to \$16.7342	\$22,024.13 to \$34,806.97
First year non-probationary	\$19.3536	\$40,255.45
Second year non-probationary	\$21.8403	\$45,427.70
Third and subsequent years non-probationary	\$24.3270	\$50,600.16

Section 2. On and from April 1, 2015 through March 31, 2016, employees shall be paid at the following base hourly rates, rounded off to the nearest cent per hour:

<u>Description of Position</u>	<u>Base Hourly Rate</u>	<u>Approximate Annualized Pay</u>
Dispatcher		
Probationary	\$10.8003 to \$17.0688	\$22,464.61 to \$35,503.11
First year non-probationary	\$19.7407	\$41,060.56
Second year non-probationary	\$22.2771	\$46,336.25
Third and subsequent years non-probationary	\$24.8136	\$51,612.16

Section 3. On and from April 1, 2016 through March 31, 2017, employees shall be paid at the following base hourly rates, rounded off to the nearest cent per hour:

<u>Description of Position</u>	<u>Base Hourly Rate</u>	<u>Approximate Annualized Pay</u>
Dispatcher		
Probationary	\$11.0163 to \$17.4102	\$22,913.90 to \$36,213.17
First year non-probationary	\$20.1355	\$41,881.77
Second year non-probationary	\$22.7226	\$47,262.98
Third and subsequent years non-probationary	\$25.3098	\$52,644.40
<u>Section 4.</u>		

ARTICLE 41

COPIES OF AGREEMENT

The City will provide, at no cost to the employees, a copy of this Agreement to each employee of the Union within sixty (60) days of the date this Agreement is effective.

ARTICLE 42

DURATION OF AGREEMENT AND RELATED MATTERS

Section 1. This Agreement shall be effective on the date of mutual ratification and shall remain in effect through March 31, 2017.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the F.O.P. for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargaining collectively or individually 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 of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 43

DIFFERENTIALS

Section 1. Employees regularly scheduled to work from 4:00 p.m. to 12:00 midnight shall receive an additional 50 cents per hour in salary compensation.

Section 2. Employees regularly scheduled to work from midnight to 8:00 a.m. shall receive an additional 60 cents per hour in salary compensation.

Section 3. Employees regularly scheduled to work hours different from either Section 1 or Section 2 above but the majority of whose regularly scheduled hours fall within Section 1 or Section 2 above shall be deemed covered by such section for all of their hours, as applicable, provided that, if regularly scheduled hours are evenly split between shifts, the employee shall be deemed to work on that shift with the higher differential.

Section 4. Employees assigned to swing shift shall receive the additional compensation for that particular shift for which they performed their duties as assigned in sections 1 and 2 of this article. On any particular swing shift assignment, if the hours of that assignment are different from the shift hours described in either Section 1 or Section 2, the assignment shall be deemed within the shift in those sections in which the majority of assigned hours falls, provided that if the hours are evenly split between shifts, the assignment shall be deemed to be in that shift with the higher differential."

Section 5. Employees assigned as the TAC dispatcher shall receive an additional 55 cents per hour in salary compensation.

ARTICLE 44

TUITION REIMBURSEMENT

To the extent authorized in advance in writing by the Chief and the Mayor, employees shall be reimbursed by the Employer for tuition, books, and course materials for courses in Police Science, criminal justice, police administration, law enforcement, business, behavioral science, communications, or public administration at any college accredited by an accrediting organization recognized by the State of Ohio Board of Regents. In order to be eligible for reimbursement, an employee must pass under a pass-fail system or receive a grade of "C" or better under an A-F system. An employee who terminates employment with the Employer within two (2) years of completion of a course reimbursed under this section shall reimburse the Employer on a pro rata basis. The Employer may deduct the pro rata reimbursement from the employee's final pay.

ARTICLE 45

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or be invalid by reason of any existing or subsequently enacted legislation or civil service rules and regulations, the remaining parts or portions of this Agreement shall remain in full force and effect. Unless Ohio Revised Code Chapter 4117 no longer governs one or both of the parties, any provisions declared invalid by such actions shall be re-opened for negotiation by the City and the F.O.P.

The Employer and the F.O.P. agree that during the pendency of any such negotiations occurring during the term of this Agreement the former will not cause or permit any change in the wage rates or other terms and conditions of employment (including all grievance procedures and other procedural rights and protections) set forth herein without the express, written consent of the F.O.P., except as may otherwise be required by law. Any such change as a consequence of such invalidity will occur only as a result of an Agreement with the Union and/or as a result of an award by a Conciliator and/or as a result of any other process expressly approved by the Union, unless otherwise required by law. The effective date of any such change not required by law will be that agreed upon by the City and the Union or the date ordered by a Conciliator in compliance with Ohio Revised Code Section 4117.14(G).

ARTICLE 46

MID-TERM BARGAINING

Section 1. So long as the doctrine announced in Toledo City School District Board of Education, SERB Case No. 2001-05, governs the parties, then if, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain as provided herein, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

In the event the City finds it necessary to implement material change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are neither contemplated in a provision of this Contract nor otherwise within the authority of the City to adopt unilaterally, the City shall notify the FOP/OLC of the proposed change(s). The FOP/OLC may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the material changes affecting members of the bargaining unit unless such changes are contemplated in a provision of this Contract or otherwise within the authority of the City to adopt unilaterally.

Section 2. Should the FOP/OLC request negotiations as set forth in the immediately preceding paragraph, the parties shall engage in good faith bargaining for a period of not more than seven (7) days unless that time is mutually extended. Bargaining shall be conducted by

teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the FOP/OLC.

Section 3. If the bargaining teams have not reached agreement by the end of the bargaining period, the parties may agree to engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

Section 4. If the parties have not reached agreement by the end of the bargaining period or, if mutually agreed to, the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the Union may elect to submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

Section 5. Once the Union elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

1. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the State of Ohio from the State Employment Relations Board. The FOP/OLC and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will

be notified of his or her selection within five (5) days of the receipt of the list. The party choosing first will be decided by toss of a coin.

2. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

a. The parties shall endeavor to arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

c. After the hearing, the arbitrator shall resolve the dispute between the City and the FOP/OLC by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

- (i) Past agreements between the parties;
- (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Dispatcher units of similar size operating under similar circumstances;

(iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(iv) The lawful authority of the City;

(v) The stipulations of the parties;

(vi) Such other factors as may be relevant to the arbitrator's decision.

d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. Arbitration Costs - The cost of the arbitration procedure shall be paid by the losing party; however, each party shall be responsible for its own attorney's and/or consultant's fees.

APPENDIX A

DELTA DENTAL PLAN OF OHIO

DeltaPremier Rate Quotations and Specific Plan Characteristics

For

CITY OF HEATH RE-QUOTE

Plan D

We are pleased to offer the following plan specifications and rates for your review. These rates are valid for the effective date listed below and are based on the census data you provided. Any appreciable change in your census data could result in an increase or decrease in these rates. The final rates are guaranteed for a one-year or a two-year non-retention contract from the effective date of the agreement if accepted by December 15, 1999.

PLAN EFFECTIVE DATE - October 1, 1999

DEFINITION OF SUBSCRIBER - All full-time employees who choose the dental plan.

PLAN SPECIFICATIONS

Class I Benefits	Delta Dental Pays	Patient Pays
Diagnostic Services	100%	0%
Preventive Services	100%	0%
Emergency Palliative Treatment	100%	0%
Radiographs	80%	20%
Sealants	80%	20%
Oral Surgery	80%	20%
Minor Restorative Services	80%	20%
Periodontics	80%	20%
Endodontics	80%	20%
Class II Benefits	Delta Dental Pays	Patient Pays
Prosthodontics	50%	50%
Major Restorative Services	50%	50%
Class III Benefits	Delta Dental Pays	Patient Pays

Orthodontics (to age 19)

50%

50%

DeltaPremier Plan D continued

The plan specifications are subject to Delta Dental's standard exclusions and limitations. A complete listing is included in the group contract and subscriber certificate and can be obtained from your Delta Dental representative.

MAXIMUM PAYMENT - \$1,000 per person total per calendar year on Class I and Class II Benefits. Delta Dental's payment for Class III Benefits will not exceed a lifetime maximum of \$1,000 per eligible person.

DEDUCTIBLE LIMITATIONS - \$50 deductible per person total per calendar year limited to a maximum deductible of \$100 per family per calendar year on the balance of Class I and Class II Benefits. The deductible does not apply to the services covered at 100 percent or Class III Benefits.

RATES - The rates for Class I, II, and III Benefits are as follows:

Rates per subscriber per month -

	<u>1 Year</u>	<u>2 Year</u>
Employee only	\$21.46	\$22.38
Employee and one dependent	\$41.54	\$43.28
Employee and two or more dependents	\$77.22	\$80.22

These rates assume we will provide your group with a supply of our standard subscriber materials. We will send these materials to your group for distribution to your members.

Again, the plan specifications described above are subject to Delta Dental's standard exclusions and limitations. Any modification to our standard exclusions and limitations may require a change to the quoted rates.

ENROLLMENT - These rates are contingent upon the enrollment of 29 employees or a minimum of 75 percent of the eligible employees and their dependents whichever is greater. At least 50 percent of the cost of employee coverage will be paid by the employer and the balance paid by the employee (including the cost of dependent coverage). Orthodontic benefits require a minimum enrollment of 25 subscribers.

Unless this is a Section 125 plan, employees and their dependents who enroll in the dental plan are required to remain enrolled for a minimum of 12 months. Any employee or dependent who

drops the dental plan may not re-enroll at a later date. If this is a Section 125 plan, an election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125.

DeltaPremier Plan D continued

OTHER - Delta Dental plans are available only to organizations on a group basis or to a definable segment of the organization. All members of the defined group are eligible for the dental care.

Sealants are payable only for the occlusal surface of first permanent molars for patients up to age nine and second permanent molars for patients up to age 14. The surface must be free from caries and restorations. Sealants are payable once per tooth per lifetime.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement, this

24th day of November, 2014.

FOR THE CITY OF HEATH, OHIO



FOR THE F.O.P.

