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CITY OF KETTERING

AGREEMENT

between

City of Kettering, Ohio

and

Police Command Officers

Fraternal Order of Police, Ohio Labor Council, Inc.
Central Office
222 East Town Street
Columbus, OH 43215-4611

December 19, 2011 – December 14, 2014

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AGREEMENT

This Agreement is between the City of Kettering, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union"). The implementation of the portions of this Agreement regarding wages and fringe benefits is subject to enactment into appropriate ordinances by the City Council. "He," "his" and "him" shall include "she," "hers" and "her."

ARTICLE 1 - COOPERATION

Section 1. The City and the Union each agrees to use its best efforts to serve the citizens of the City and the public in general, to achieve better understanding between the City, the Union and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union and the employees represented by the Union.

Section 2. Command Responsibility. Command Officers are responsible for supervising patrol officers and other employees assigned to them, and for assisting in the management of the Police Department. Each Command Officer and the Union will take no action inconsistent with these responsibilities and will cooperate fully with the City to help formulate policies and to carry them out.

Section 3. City's Responsibility. The City will take no action which unjustly and arbitrarily affects working conditions adversely to employees covered by this Agreement.

ARTICLE 2 - RECOGNITION AND DUES DEDUCTION

Section 1. The City recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the exclusive bargaining agent for the purpose of negotiating wages, hours, fringe benefits and other terms and conditions of employment for all sworn Sergeants and Lieutenants. The coverage of this contract shall be limited to the Command Officers included within the bargaining unit described above.

Section 2. Dues Deduction. During the period this Agreement is in effect, the City will deduct the regular annual union dues from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The authorization and direction shall be revocable by the employee upon 10 days written notice to the City. The City shall notify the Union upon receipt of such request. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Management Rights. This Section, and any other provision in this Agreement relating to management rights, are solely intended to supplement the rights of management granted in Section 4117.08, Ohio Revised Code. This does not constitute bargaining about any of the rights protected by Section 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in Section 4117.08. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of Command Officers, the termination of probationary Command Officers, the termination for

just cause of other Command Officers; the making, amending and enforcement of reasonable work rules and regulations; the securing of the revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures; the purchasing and maintaining of adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of Command Officers required; the establishment of training programs and upgrading requirements for employees; the establishment and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this Section to contravene individual rights granted by this Agreement or otherwise by law.

Section 2. The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act (Ohio Revised Code 4117), if such expression contains no threat of reprisal or force or promise of benefit.

ARTICLE 4 - UNION BUSINESS

Section 1. The Union shall appoint one Associate and one Alternate per bargaining unit. The membership shall elect the negotiations committee in accordance with the Union constitution and by-laws. The negotiations committee shall elect their chairperson. These representatives shall be certified to the City in writing. Only those representatives certified by the Union in writing will be permitted to conduct business on behalf of the Union.

Section 2. In cases of any disciplinary action or grievances, the Union Associate or Alternate shall be allowed reasonable time without loss of pay to investigate a grievance, or consult with the City in processing a grievance, if he first receives permission from his supervisor. Such permission will not be unreasonably denied. When an employee is directed to participate in an investigatory interview or interrogation with an agent of the employer and either party reasonably believes and states that information which is to be discussed may result in disciplinary action of severity greater than reprimand of record, or at the time an employee is to receive a reprimand of record, the Union Associate/Alternate and/or Union representatives will be present upon the request of the Command Officer. Denial of representation in accordance with this Section shall be subject to the grievance procedure; however, failure of compliance with any aspect of this provision shall not void disciplinary action imposed for just cause.

Section 3. The City shall provide the Union with a list of new bargaining unit Command Officers within a reasonable time after new bargaining unit Command Officers are hired or promoted into the bargaining unit. The Union shall furnish the City with a current copy of its constitution and by-laws with changes upon request. The Union shall be provided with current copies of all liability, medical, life and health insurance policies that apply to members of the bargaining unit.

Section 4. The Union will identify the members of its negotiating team within thirty days of their election or appointment. No more than three bargaining unit members shall be included on the Union negotiating team. The City will transfer up to two negotiating team members (up to three if, in the City's judgment, this will not interfere with Department operations) working shifts other than day shifts to day shifts on the days negotiations take place and allow members of the Union negotiating team time without loss of pay to participate in negotiation meetings with the City.

Section 5. Union Associates/Alternates and Committee Members. Sufficient time off shall be granted to any two of those members who have been elected or appointed as the Associate, Alternate or negotiating committee members who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the Union, provided, however, a 48-hour notice is given to the Chief of Police and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the Department.

Section 6. Union Leave. The City shall accredit to a leave fund two hours of leave from each member's vacation time, per calendar year. These hours will be deducted from the member's leave on the first pay period after the contract date and each anniversary date if the contract is for more than one year. Any unused hours in the fund shall be carried over into the next year but no more than 20 days can be accumulated. This leave will be for use by the Associate/Alternate and/or committee members at any time during the year for such functions as conventions, educational meetings, legislative hearings, conferences, and others as deemed necessary by the Union.

The Union may utilize the aforementioned provision by the Associate or FOP/OLC Staff Representative making a written request to the Chief of Police indicating who shall be using the leave, the times and dates of the requested leave, the total number of hours to be utilized and the specific purpose for the leave. Such leave shall be reviewed for approval on the same basis as vacation leave.

Section 7. A Union representative shall accompany management on any administrative searches of Sergeants' or Lieutenants' lockers, desks or City-owned vehicles.

Section 8. Bulletin Board. The City agrees to furnish the Union bulletin board space within the Police Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the City. Notices must be reviewed with the Chief of Police and any bulletin or notice considered inflammatory, political or devoted to union organizing or grievance matters will not be permitted.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

Section 1. No Strikes. There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity or attempted concerted activity which would interrupt or limit the performance of services. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.

Union Responsibility. The Union will use its best efforts to prevent any violation of this Section and to stop any violation if one occurs. If there is a violation of this Section, the Union will publicly denounce the strike and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for the violation.

Employee Discipline. The City shall have the right to discharge, demote, suspend, fine or otherwise discipline employees for violation of this Section. A suspension for a certain number of working days may at the City's option be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Section may file a grievance, but only on a claim that he did not violate this Section. The discipline imposed may not be overturned if the employee did violate this Section, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Section.

Restraining Violations. If the City claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Union written or telegraphic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

Section 2. No Lockout. During the term of this Agreement, the City will engage in no lockout of the Command Officers covered by this Agreement.

ARTICLE 6 - NO DISCRIMINATION

The City, the Union, and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, or status as a Veteran of the Vietnam era.

ARTICLE 7 - WAGES

Section 1. Basic rates of pay shall be increased by 2.25% retroactive to December 19, 2011, and by 2.25% on December 17, 2012, and by 2.50% on December 16, 2013.

STEP RATES

Pay Grade	Basis	A	B
Rates Effective December 19, 2011			
Sergeants 504	Hour	$40.14	$41.16
	Year	83,491	85,613
Lieutenants 505	Hour	$43.20	$44.24
	Year	89,856	92,019

Pay Grade	Basis	A	B
Rates Effective December 17, 2012			
Sergeants 504	Hour	$41.04	$42.09
	Year	85,363	87,547
Lieutenants 505	Hour	$44.17	$45.24
	Year	91,874	94,099

Pay Grade	Basis	A	B
Rates Effective December 16, 2013			
Sergeants 504	Hour	$42.07	$43.14
	Year	87,506	89,731
Lieutenants 505	Hour	$45.27	$46.37
	Year	94,162	96,450

Section 2. Minimum Service Requirement. Minimum service requirement at Step A is six months for eligibility to qualify for advancement to Step B.

Section 3. Shift Differential. Command Officers assigned to a shift in which one-half or more of the working hours are between 3:00 p.m. and 8:00 a.m. shall receive 90¢ per hour in addition to the basic straight-time rates for those hours worked between 3:00 p.m. and 8:00 a.m.

Section 4. Uniform Allowance. Command Officers will be paid a uniform allowance of $1,000.00 per year. Beginning with the quarterly payment for the 4th Quarter of 2012, Command Officers will be paid a uniform allowance of $1,500.00 per year (prorated for 2012). This allowance will be paid to each Command Officer in four equal payments at the beginning of each quarter.

Section 5. Overtime Eligibility. Command Officers are entitled to overtime compensation only as authorized by the Chief of Police. Command Officers shall receive no additional compensation for the performance of routine duties incidental to their normal daily assignments. Examples of circumstances for which additional overtime compensation will not be provided includes preparation for roll call or other similar duty assignments, the completion of routine paperwork at the end of a watch or duty day, and the independent completion of work which should have reasonably been completed during the Command Officer's duty day.

Section 6. Overtime Payment. The Chief of Police shall authorize overtime compensation at the rate of time and one-half the basic rate of pay for time worked outside of the Command Officer's regularly scheduled work day for police operational assignments and staff or training meetings. Examples of police operational assignments include the supervision of a watch, the operation of an investigation, the performance of non-supervisory police functions such as completing an audit and the completion of related authorized staff assignments. Compensated overtime shall be computed in one-tenth of an hour units and approved by the Chief or his designee before being paid. Authorized overtime on any given holiday and Easter Sunday will be paid at two times the basic rate.

Section 7. Compensatory Time. Each Command Officer may accumulate compensatory time instead of payment for overtime ("Comp time"). Comp time will be accumulated at the rate at which overtime is paid (1.5 times basic rate, 2 times basic rate for unscheduled holiday hours).

No more than 210 hours may be stored in an Officer's comp time bank at any one time. Once the maximum of 210 hours is reached, all further qualified overtime will be paid. Effective as soon as practicable, following the execution of this Agreement, the comp time maximum of 210 hours shall be increased to 240 hours. The decision whether to be paid overtime or to receive comp time is the Command Officer's.

Comp time may be scheduled in the same manner as a vacation. When a Command Officer leaves the City's employment, the balance of his comp time will be paid to him based on his rate of pay at the time of separation.

Section 8. 40-Hour Workweek. For the purpose of calculating overtime, the normal workweek consists of an average 40 hours. Overtime pay or compensatory time off shall be calculated for Command Officers who work a straight 40-hour workweek for qualified time in excess of 40 straight-time hours. Command Officers on multiple-week cycles shall receive overtime pay or compensatory time off for qualified time in excess of the average 40 straight-time hours per week during the cycle.

Section 9. Normal Work Day. Except in the case of necessary appearances in court and emergency special duty assignments, the normal day for a Command Officer will be eight hours. A Command Officer who is scheduled to work on a holiday will be paid time and one-half his regular rate and a Command Officer who is scheduled to be off work on a holiday and is then required to work on that holiday will be paid at double his regular rate. Command Officers assigned to a watch will be required to report for roll call fifteen minutes prior to their scheduled shift. Those Command Officers will continue to receive a lunch period at a time during the shift as approved by the supervising officer. If, due to an emergency, no lunch period can be scheduled, fifteen minutes of overtime pay will be granted.

Section 10. Court Appearances. Whenever it is necessary for an off-duty Command Officer to appear either in the Municipal Court or any other official court on matters pertaining to police business, or to appear before the Prosecutor for a pretrial conference, the officer shall prepare an overtime record form and submit it to his immediate commanding officer for approval. This form shall be filled out completely, wherever possible, and under "Remarks" the officer shall enter any additional details and the type charge, i.e., speeding, DWI, etc., and the Court's disposition, if available. A minimum of two hours overtime shall be credited per appearance day, at the rate of time and one-half unless the appearance is on an officer's regularly scheduled day off, in which case he shall receive a minimum of 4 hours overtime per appearance day. If the time required for court appearance shall exceed 2 hours (or 4 hours on a regularly scheduled day off), the officer shall be paid for actual time spent at the standard rate of overtime (time and one-half). This form shall be prepared in duplicate. The original shall be forwarded by the commanding officer to the officer in charge of the section to which he belongs and the duplicate shall remain with the requesting officer as a matter of record.

Section 11. Direct Deposit of Payroll & Electronic Distribution of Paystubs. If required by the City all payroll payments will be direct deposited in an account of the employee's choice in compliance with the guidelines established by the City of Kettering Finance Department. Paystubs may be distributed electronically.

ARTICLE 8 - HOLIDAYS

Section 1. The following ten days are recognized as paid holidays under this Agreement: New Year's Day; Martin Luther King Jr. Day (3rd Monday in January), Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day; Labor Day; Thanksgiving Day (4th Thursday in November); December 24; Christmas Day; December 31.

Section 2. Holiday Time Off. All Command Officers in the department will normally be scheduled to work holidays when a part of their normal shift schedules. Up to two holidays per year for each Command Officer may be traded by the officer for two days off with regular pay to be scheduled by the Chief as available and taking the officer's desired dates into consideration. An officer may elect to work any day which has been scheduled as a traded day off if at least one week's written notice is given to the supervisor and the office of the Chief.

Section 3. Personal Leave Days. Each full-time employee shall be entitled to five days of paid personal leave annually. Such leave must be approved in advance by the City. Paid personal leave may be taken in not less than one-half day periods and may not be accumulated or carried forward to another year. The Chief of Police or his designate will strive in good faith to grant personal leave days as requested, consistent with meeting the requirements of the working schedule, except that there shall be no obligation to give consideration to requests for personal leave made less than one hour before the beginning of the Command Officer's shift in which the personal leave time is requested. The City shall strive to notify the officer of the decision to approve or disapprove the leave as soon as reasonably possible after the request. No personal leave days having been approved will be cancelled except in cases of emergency as determined by the Chief of Police or a Command Officer acting in his absence.

ARTICLE 9 - VACATIONS

Section 1. Effective as soon as practicable, following the execution of this Agreement, vacation leave will be accumulated for uninterrupted employment on the following basis; in the meantime, provisions under the prior Agreement shall apply.

Length of Service	Rate of Accumulation (Days per Month)
Less than 5 years	0.83
Over 5 and up to 10 years	1.17
Over 10 and up to 15 years	1.50
Over 15 and up to 20 years	1.75
Over 20 years	2.08

Section 2. Vacation leave accrued and vacation leave taken will be accounted for on a vacation year basis. The vacation year extends from the first day of the pay period closest to October 1st of one calendar year through the last day of the pay period closest to September 30th of the following calendar year.

Section 3. A Command Officer may carry accumulated vacation leave forward to the next vacation year. The total amount of accrued leave carried forward will not, however, exceed 30 days at the beginning of any vacation year, except that when a Command Officer has provided the City with written notice of his commitment to retire on a specific date in which case no limit shall be placed on the accumulation of his vacation leave from the date of receipt of such notice of his retirement date or for the period of one year preceding his retirement date, whichever is shorter. Except as otherwise provided, accrued leave in excess of thirty days is dropped and lost on the last day of each vacation year.

Section 4. Vacation/Sick Leave. If a Command Officer is hospitalized while on vacation, he may change his status from "vacation" to "sick leave" for actual scheduled work days hospitalized.

Section 5. Priority Protection Scheduling. Requests for desired vacation dates are to be submitted by the end of January. Blocks of at least five consecutive days must be requested for preferred scheduling. The Police Chief will strive, barring emergencies, to assure such approved vacations, and will provide reasons for cancellation of any approved vacation. Command Officers canceling previously approved vacations will in turn also provide reasons for the cancellations.

Late Scheduling. All vacation requests submitted after the cut-off date will be at the discretion of the Police Chief as scheduling permits, but in any case must be in units of at least one day.

Section 6. Seniority. Conflicting vacation requests, if made by January 31, will be resolved by seniority. Seniority means rank and then time in rank.

ARTICLE 10 - SICK LEAVE, INJURY LEAVE, FUNERAL LEAVE, MEDICAL AND DENTAL INSURANCE COVERAGE, AND LIFE INSURANCE

Section 1. All sworn Command Officers shall accrue sick leave at the rate of one and one-quarter days per month of service but not to exceed a total of 260 days.

Section 2. Sick leave may be used for absences due to illness, injury, or exposure to a contagious or communicable disease, or emergency due to serious illness of a member of the immediate family where the employee's presence is extremely essential, but a doctor's certificate to substantiate periods of three consecutive days or more may be required by the City, and may also be required for a period of one day in the following cases:

a. If it is believed that an employee is malingering based upon repeated one or two day absences; or

b. Multiple absences on a single day (5 or more employees).

Section 3. In case of any illness or other absence, the employee shall notify his department as soon as possible on the first day of absence unless it is impossible to do so, in which case notice shall be given as soon as possible. If the absence extends beyond one day, the employee shall make periodic reports to his department on his progress and anticipated date of return. Command Officers will be required to notify their department if possible at least one hour prior to their scheduled starting time so that replacement help may be provided. Failure to notify a department of the reason for absence may be grounds for refusal to pay leave.

Section 4. Nothing shall prevent the City from investigating sick leave.

Section 5. Fraction of a day. Absence for a fraction of a day is chargeable to sick leave in accordance with these provisions and shall be charged in amounts not smaller than one-quarter of a day, rounded to the closest two hour period.

Section 6. Reinstatement Credit. A Command Officer who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his layoff placed to his credit.

Section 7. Transfer Credits. Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 8. Funeral Leave. Leave with pay may be requested by a Command Officer when absence is required because of the death of a relative. Such leave may be granted for a period not to exceed five days for the death of a spouse, child, step child, parent or parent-in-law, three days when the death is within the immediate family (other than spouse, child, step child, parent or parent-in-law), and up to one full day for a more distant relative. A leave report form indicating relationship to the deceased will be submitted by the Command Officer at the earliest practical time. The Chief of Police is authorized to rule on such requests for paid leave. Immediate family is spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, step child, grandchild,

half-brother, half-sister, brother-in-law, sister-in-law, or other relative living in the same household. Brother-in-law and sister-in-law are defined as spouse's sibling or sibling's spouse. The Chief of Police, in his sole discretion, may extend the definition of immediate family to family members other than those specifically named or to persons who act in the role of those named in the immediate family.

Section 9. Payment of Accumulated Sick Leave at Death. One-half of the accumulated Sick Leave up to 260 days shall be paid to a designated beneficiary upon the death of a current employee. Such payment will be in a lump sum based upon the employee's hourly rate of pay at the time of death (excluding any premium pay). If there is no valid written designation of beneficiary on file, or if the designation is for any reason ineffective, the payment shall be made to the employee's estate except that the City may authorize the payment of such amount to any one or more of the following: the surviving spouse, adoptive parents, lineal descendants by adoption, or blood relatives of the employee, or a beneficiary to receive payments after the death of the employee under the State Retirement System, and any such payment shall be in complete discharge of liability with respect to the amount so paid.

Section 10. Payment for Accumulated Sick Leave at Retirement. At retirement, a Command Officer who has accumulated 50 or more days sick leave may convert one-third of all accumulated sick leave days in excess of 50 days and up through 260 days for a lump sum payment. This provision does not apply to service separations other than retirement.

Section 11. Maternity and Other Foreseeable Leave. Leave for disability due to pregnancy will be granted on the same basis as leave for other disability. For pregnancy leave, as for any foreseeable leave due to disability, the City shall be notified as far in advance as is possible of the expected dates and nature of the leave; in the case of pregnancy, this should be done within three months after pregnancy occurs except in unusual circumstances. The duration of the leave shall be determined by the City based upon the request of the employee and the recommendation of her doctor. The City may require a medical examination by a physician designated by it as a condition of approving or extending the leave or reinstatement.

In the case of pregnancy, based on the nature of the work, an employee may not normally be assigned street patrol after the seventh month, or earlier depending upon the condition of the employee; in such cases, the employee will be assigned other reasonably available duties in the department. Any leave granted for the care of a child is not charged to sick leave but either as available vacation or as a special leave.

Section 12. Special Leave. Leave without pay for personal reasons may be granted by the City Manager or his designate upon request for periods not in excess of ninety calendar days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of ninety calendar days only upon the express approval of the City Manager or his designate. Upon return from such leave, the employee will be reinstated in his old position or one of equal grade subject to the same conditions with respect to layoff, etc., which are applicable to an active employee.

Section 13. Directed Care or Examination. If the City directs a Command Officer to go to a doctor or other facility for treatment, the doctor or facility shall be agreeable to both the Officer and the City.

Section 14. Health and Dental Insurance. The City shall continue the HSA funding and premiums from the previous contract through 2012. Effective January 1, 2013, the City shall pay 83% and the employee shall pay 17% of the premiums for Medical Insurance. (Employees will pay this premium amount in lieu of having the City partially fund the deductible by placing the difference of 17% of the premium cost and the deductible into an HSA.) The City shall pay 90% and the employee shall pay 10% of the premium for Dental Insurance. Employee participation in both Insurance Plans is optional; however, the timing of when an employee may elect to receive or decline such insurance coverages, is subject to provisions of the City's Medical Plan or Dental Plan, Flexible Spending Account Plan Document and applicable provisions of IRS Section 125.

Employees eligible to receive City-provided medical insurance coverage, either a Family Plan or a Single Plan, may elect to decline such coverage and in lieu thereof receive cash payments from the City of $3,000 per year. In order to qualify for such cash payments, an employee must remain covered by other medical insurance that is not from the City, COBRA, Medicare or as a dependent under a parental plan, and must provide acceptable proof of such other medical insurance coverage to the City. The timing of when an employee may elect to receive such cash payments, in lieu of medical insurance coverage, is subject to provisions of the City's Medical Plan, Flexible Spending Account Plan Document and applicable provisions of IRS Section 125.

The City has the right to insure or self-insure, and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any other operational components of the Medical and Dental Plans. The Plans and benefits will be comparable. The City may exercise these rights without prior consultation with the Union.

The City will maintain comparable coverage for the duration of this contract. Comparable coverage shall mean that the coverage shall be similar to the extent that the City shall be able to consider and choose from up to three carriers at the time the City requests quotes for coverage. Carriers will be asked to quote on their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired. The City's choice among them will be final.

A. Medical Plan Design – The basic components of the Medical Plan are as follows:

1. Network Providers – The Plan will specify which health care providers are in its network.

2. HSA – Effective beginning January 1, 2013 the City will fund 75% of the employees' network deductible by placing $1,500/yr. single and $3,000/yr. family into a "Health Savings Account," prorated on a quarterly basis, under a banking arrangement selected by the City. The City will pay all routine charges for the banking arrangement such as set up charges and routine monthly fees, with the employee responsible for other charges such as overdrafts, checks and investment fees.

Once placed in the employee's Health Savings Account, the money becomes the possession of the employee, and as such, money the employee does not spend in the Health Savings Account for medical expenses is carried forward for future years use and is the employee's to take with him at termination, as authorized by then current IRS and other controlling state and federal regulations.

Under circumstances where the employee does not have adequate funds in his Health Savings Account for expenses incurred before the fourth quarter of the year, due to legitimate expenditures to meet the deductible, the City will contribute an amount to the account, at the employee's request, up to the annual City contribution limits specified above.

3. HRA – Employees joining the City mid-year, eligible for health insurance coverage, will be placed in a similar High Deductible Consumer Driven Health Plan, but will be enrolled in a Health Reimbursement Account with similar amounts available as those specified for HSA Accounts above. For such an employee, the deductible will be covered in the Health Reimbursement Account, as specified above, but at the end of the year, any money not spent is retained by the City and the employee is thus enrolled in the Health Savings Account in the subsequent year. The Health Reimbursement Account system may also be used for other employees who do not qualify for the Health Savings Account under IRS provisions, such as those enrolled in Medicare.

4. FSA – Employees in a Health Savings Account will have available a limited Flexible Spending Account with the option for them to contribute up to the maximum allowable limit under IRS provisions. Other controlling aspects of the Flexible Spending Account and Health Plans, such as timing of enrollment, are subject to provisions of the Medical Plan.

5. Deductibles – The deductibles are $2,000/$4,000. There is no copayment in-network, except as provided in paragraph 6 below, and a 30% copayment out of network. Except as provided in paragraph 6 below, out-of-pocket maximum in-network is $2,000/$4,000, $4,000/$8,000 out-of-network.

6. Co-Pays – Place of Service Co-pays shall be implemented in both the second and third year of the contract. Prescription Co-pays shall be implemented in the third year of the contract. The Place of Service and Prescription Co-pays shall be implemented as follows:

(a) Effective January 1, 2013 and for the remainder of the contract term place of service Co-pays shall apply as follows:

Primary Care Physician	$15
Specialty Physician	$25
Urgent Care	$30
ER	$50

These place of service Co-pays apply after the deductible has been met by the employee.

(b) Effective January 1, 2014 and for the remainder of the contract term prescription Co-pays shall apply as follows:

Brand	$10
Generic	$ 5

These prescription Co-pays apply after the deductible has been met by the employee.

7. The above Medical Plan Design is given as a general description. Actual plan design and additional details shall be as specified in the insurance company's or third-party administrator's actual plan description or contract. Plan design may vary to allow for competitive shopping or if the plan design is changed by the carrier. Employees are eligible for the City wellness program as administered by the City Manager and the Director of Human Resources.

B. Dental Plan Design – The basic components of the Managed Care Dental Plan are as follows:

1. Network Providers. The Plan will specify which providers are in its network.

2. Deductibles. $25 Individual and $75 Family.

3. Preventive Care. 100%.

4. Reconstructive. 50% to 80%, with a $1,000 Annual Maximum.

5. Orthodontics. 50%, with a $1,000 Lifetime Maximum.

6. The above Dental Plan Design is given as a general description. Actual plan design and additional details shall be as specified in the insurance company's or third-party administrator's actual plan description and contract. Plan design may vary to allow for competitive shopping or if the plan design is changed by the carrier.

Section 15. Life Insurance. Each Command Officer will be provided a term life insurance policy in an amount equal to his base annual salary at the time of death, plus an equal amount for accidental death and dismemberment coverage. The City will permit Command Officers to purchase additional life insurance coverage through payroll deduction. The rates and availability of this optional coverage shall be as specified by the insurance carrier selected by the City.

Section 16. The City has the right to select carriers for the insurance program or to self-insure.

Section 17. Health and Safety Examinations.

A. In the interest of health, safety, or job performance, the City may require a medical or psychological examination of an employee. The City shall give reasons in writing to the employee for the required examination upon the employee's request. Any such examination shall be conducted by a licensed practitioner.

If, in the examiner's opinion, the employee's condition jeopardizes his health or safety, or that of another employee, or renders his job performance unsatisfactory, the City may relieve the employee from active employment, and he will be eligible to use his accrued sick leave.

Any City-required examinations shall be paid in full by the City. Any time spent by the employee traveling to, from, and during the examination will be work time, subject to any applicable call-in or overtime pay. Any other time necessarily lost by the employee awaiting examination or results will be treated as administrative leave. If the results of the examination are that the employee is properly relieved from duty, this will be charged instead to accrued sick leave. The employee will be provided complete copies of all reports, findings and recommendations of the examiner.

B. At the employee's option, a "second opinion" medical or psychological examination may be conducted by a licensed practitioner of the employee's choice. Such examination will be paid for by the employee and time spent will not be subject to overtime provisions. Complete copies of all reports, findings and recommendations of the optional examination will be provided to the City.

C. If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issues originally prompting the first required examination. The cost of any third examination shall be shared equally between the City and the employee. Both the City and the employee shall receive complete copies of all reports, findings and recommendations of the third examiner.

D. If it is determined that the employee's medical or psychological condition did not jeopardize his health or safety, or that of other employees, or did not render his job performance unsatisfactory, all sick leave directed to be used will be reinstated to the employee and leave taken will be charged to paid administrative leave.

E. Employees returning from, or remaining on, leave of absence because of disability may be requested to participate in a medical or psychological examination subject to the above provisions and appeals. In such cases, the provision of reinstated sick leave provided in paragraph (d) of this Article shall be in effect the date of the first required examination for any employee who was then fit for duty.

ARTICLE 11 - PROBATIONARY PERIOD, PROMOTIONS

Section 1. Promotions. Promotions in the Classified Civil Service shall be made in accordance with the rules and provisions of the Kettering Civil Service Commission in compliance with the provisions of the Charter of the City of Kettering.

Section 2. Probation. Employees having received a promotion into or within the bargaining unit will be on probation the first 6 months of active continuous employment in the new position. This time may be extended by the City up to another 6 months of active continuous employment by mutual agreement of the Chief and the affected employee. During the probationary period, the City may return them to their previous position at its discretion, and the return will not be subject to the grievance or arbitration procedure.

ARTICLE 12 - LAYOFF AND RECALL

Section 1. Layoff and Recall. Layoffs and recalls shall be governed by the rules and regulations of the City's Civil Service Commission in effect on the effective date of this Agreement. The City will permit members of this bargaining unit to displace patrol officers, as permitted under those rules and regulations.

Section 2. Notice of Restructuring. The City will notify the Union in writing, at least 60 days before the effective date, of the elimination of an entire rank within this bargaining unit. The City will give the same notice of any other major restructuring of the bargaining unit of a similar nature. The City will, upon request, meet and confer with the Union about the matter.

ARTICLE 13 - PERSONNEL FILES

Every officer shall be allowed to review the contents of his personnel file at all reasonable times upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in the file may be added to the file by the officer.

After a reprimand has been in a Command Officer's personnel file for a period of two years with a clean slate, the Command Officer may make a written request to the Chief of Police that it be removed. It shall be at the discretion of the Chief of Police to either honor or deny the Command Officer's request, however, no denial shall be unjust and arbitrary. The City may retain copies of removed reprimands to be used for purposes other than substantiating progressive discipline against that Command Officer or for correcting the record if a Command Officer seeks to avoid discipline which is otherwise justified by inaccurately claiming a work record of no discipline. Removed reprimands shall be sealed or similarly secured, accessible only through the City Manager, the Police Chief, or the Director of Human Resources.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. Any discipline of record shall be fully subject to the procedures of this Article.

Section 2. Civil Service Matters. Discipline within the Civil Service's jurisdiction must be heard by the Commission before proceeding to arbitration. The decision of the Civil Service Commission in any disciplinary case shall not be appealable to court, and both the City and the Union (on behalf of itself and the employees it represents) waive those rights of appeal. Such a decision may be appealed by either side directly to an arbitrator appointed under Section 5 of this Article. The appeal must be filed in the manner and within the time specified in Section 5 of this Article, dating from the making of the Civil Service Commission's decision.

Section 3. Processing. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the City's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits may be extended by mutual consent.

Section 4. Steps. It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be adhered to:

Step 1. In order for a grievance to receive consideration under this procedure, the aggrieved employee, with an appropriate Union representative, if either desires, must present his signed grievance in writing to his Lieutenant (or, where supervised directly by a Captain or the Chief, then to that Captain or to the Chief) within 14 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 14 calendar days after becoming aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence. In no case may a grievance be filed more than 30 calendar days after the occurrence. The Lieutenant (Captain or Chief) shall schedule a meeting with the grievant and his representative, if any. The Lieutenant (Captain or Chief) shall investigate and respond in writing to the grievant within 7 calendar days following the meeting.

Step 2. If the grievance remains unsettled, the employee may, if he wishes to proceed further, appeal it in writing, signed, to the Captain within 7 calendar days after the supervisor's response. The Captain or his designee shall schedule a meeting between the parties. The Captain shall have 14 calendar days following the meeting in which to respond. This step will be omitted if Step 1 was before the Captain or Chief.

Step 3. If the grievance remains unsettled, the employee may, if he wishes to proceed further, appeal it in writing, signed, to the Chief within 14 calendar days after a supervisor's response. The Chief or his designee shall schedule a meeting between the parties. The Chief shall have 14 calendar days following the meeting in which to respond. This step will be omitted if Step 1 was before the Chief.

Step 4. If the grievance remains unsettled, the employee may, if he wishes to proceed further, appeal it in writing, signed, to the City Director of Human Resources within 14 calendar days after the Chief's response. The Director of Human Resources or his designee shall schedule a meeting between the parties. The Director of Human Resources shall have 14 calendar days following the meeting in which to respond.

Step 5. If the grievance remains unsettled, the employee may, if he wishes to proceed further, appeal it in writing, signed, to the City Manager within 14 calendar days after the Director of Human Resources' response. The City Manager or his designee shall schedule a meeting between the parties. The City Manager shall have 14 calendar days following the meeting in which to respond.

Section 5. Arbitration. Within 30 calendar days of receipt of the response at Step 5, if the grievance is not resolved to the satisfaction of the grievant, the grievant, if he wishes to proceed further, may file a written notice to the City of his request to submit the grievance to arbitration. The Union shall be the sole judge as to whether the case shall in fact be appealed to arbitration. If the Union wishes to do so, it must give its written notice of intent to the City within 30 calendar days after the employee has filed a timely request with the City. The arbitrator shall be selected under the rules of the American Arbitration Association, unless the City and the Union mutually agree upon an arbitrator. The decision and award of the arbitrator shall be final and binding on both the City and the Union. The arbitrator shall not have the power to add to or subtract from or to modify this Agreement. The arbitrator shall have no authority to rule on any jurisdictional dispute between this Union and another union or between employees represented by this Union or another union, or with other units of employees. The costs of the services of the American Arbitration Association and the arbitrator shall be paid equally by the City and the Union. Nothing in this section prevents the Union from seeking enforcement of any arbitration award in court of competent jurisdiction, provided all administrative remedies have been exhausted.

Section 6. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (2 or more) grievances heard by any arbitrator unless it is mutually agreed to waive this provision.

Section 7. Content. All grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature.

2. Aggrieved employee's classification.

3. Date grievance was filed in writing.

4. Date and time grievance occurred.

5. Where grievance occurred.

6. Description of incident giving rise to the grievance.

7. Sections of Agreement violated.

8. Desired remedy to resolve grievance.

Section 8. Class Grievances. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman. Any class action grievance shall be filed at Step 2 of the grievance procedures within the time limits of Step 1.

Section 9. Union Grievances. The Union, through its president or secretary-treasurer, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any claimed violation of contract rights which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 3 within the time limits of Step 1.

Section 10. Attendance. The employee filing the grievance may attend Steps 1, 2, 3, 4 and 5 of the grievance procedure without loss of pay as a result of necessary attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, one grievant shall be selected as spokesman. Upon sufficient notice to and agreement of the City, necessary witnesses may attend Steps 1 through 5 without loss of pay as a result of necessary attendance at a grievance meeting. The City will not unreasonably withhold such agreement. The employee's representative (if a City employee) may also attend without such loss of pay at Steps 1, 2, 3, 4 and 5.

ARTICLE 15 - SELF-INCRIMINATION

Section 1. The City may require a member of the bargaining unit to submit a written report, either by rule or specific request, which may show or tend to show that the employee submitting the report has committed a crime, subject to the following:

(1) The report may not be used at any stage (grand jury or trial) in any criminal proceeding against the employee.

(2) The report may be used by the City in taking action and in defending such action, with respect to discharge or discipline of the employee.

(3) This section shall not prohibit the criminal prosecution of the employee based upon evidence other than the report (to the extent that this is constitutionally permissible).

Section 2. A formal charge of misconduct shall, regardless of its point of origin, (a) be placed in writing, (b) specify the misconduct, and (c) disclose the witnesses to be relied upon (other than as rebuttal witnesses), except in cases in which the Chief determines that the identity of a witness shall be not disclosed in advance, in which case a continuance will not be opposed by the City once the identity is disclosed. C is satisfied if, 15 days before any Civil Service or arbitration hearing, the City provides a list of witnesses (other than rebuttal) that the City expects to call at the hearing. The Union or employee involved will have the same obligation. One party's failure to comply waives its right to complain if the other party fails to comply.

Where the Department has informed an employee he is being investigated for misconduct, and the investigation has taken more than 45 days from its beginning, the Department will, upon the employee's request, explain to the employee why the investigation has not been completed. The explanation, if requested, will occur 45 days after the investigation began or when the employee is informed of the investigation, whichever is later.

Section 3. Any reprimand of record shall be fully subject to the procedures of Article 14 if an appropriate timely grievance is initiated by the individual reprimanded. When an individual is to be reprimanded of record, he shall have the right, upon request, to have a representative of the Union present.

Section 4. Just Cause. The City may discipline or discharge Command Officers who have completed probation for just cause and only for just cause.

Section 5. Command Officers will not be required or ordered to sign any disciplinary form except to acknowledge receipt of that form. Command Officers, upon request, will be given a copy of any such form which he signs.

Section 6. Advance Information.

(1) Formal Hearings. A formal hearing is one before the Chief which can result in written findings by the Chief which could lead to a disciplinary suspension or discharge. In a formal hearing the City must give the officer a written charge of misconduct at least five days before the hearing.

If the officer requests it, the City will give him the following information at least five days before the hearing:

1. All documents, then in its possession, which the City plans to use at the hearing.

2. All other supporting documents, then in its possession, unless the Chief determines not to produce some or all of them. This withholding must not be arbitrary and unjust.

(2) Loudermill Hearing. A Loudermill Hearing is one which is necessary to comply with Loudermill requirements, but which cannot result in written findings pursuant to paragraph (a) above. Notification must comply with Loudermill requirements.

Section 7. Polygraph Examinations. Police officers may only be ordered to take a polygraph examination by the Chief of Police. The order to take the examination may not be unjust and arbitrary. In any arbitration or Civil Service hearing, relevant evidence that consists of the results of a polygraph examination which has been lawfully carried out by an accredited examiner may be excluded only if determined that the order was unjust and arbitrary.

These polygraph examinations will be run by a polygraph operator who is not a member of the Kettering Police Department, unless the officer and the Chief agree to it. When an employee is ordered to submit to a polygraph examination, the information gained cannot be used against the employee in any subsequent criminal proceedings.

Section 8. Performance Evaluations. Performance evaluations shall not be unjust and arbitrary. The signature of a Command Officer shall be required on performance evaluations. Such signing shall initially mean that the employee has received and read the evaluation. No subsequent evaluation comments may be made on record copies once signed by the employee. The performance evaluation is subject to the grievance procedure including arbitration.

Section 9. Personnel File. If a request is made to inspect and/or copy records within an employee's personnel file by an outside source, management shall provide written notification to the employee of the request as soon as practicable.

ARTICLE 16 - SUSPENSION FROM DUTY

Section 1. If a Command Officer is suspended from duty pending the completion of an investigation or awaiting a hearing (interim suspension), he shall continue to be paid at his normal base rate, providing he is available and capable of performing his full duties, until such time as he has had a hearing before the Chief of Police. The hearing before the Chief of Police may be on the full charges of the investigation or as a preliminary hearing to determine if there is a basis for the interim suspension to be without pay. The City will continue to pay its share of medical and life insurance premiums during the interim suspension or any disciplinary suspension.

Section 2. If a Command Officer receives a disciplinary suspension, he may request that he forfeit this time from his accrued vacation on an hour-for-hour basis instead of serving the actual suspension. The Chief, at his sole discretion, will determine if the Command Officer's request is approved. The Chief's determination must not be unjust and arbitrary. If such a request is made and approved, the suspension shall be deemed to have been accepted by the Command Officer and the Union, and the discipline shall not be appealable through the grievance procedure. The records shall reflect that a suspension occurred, and the discipline shall not be considered less severe than an actual suspension. The Chief's decision to approve or not approve the request is not appealable through the grievance procedure.

ARTICLE 17 - TUITION

Section 1. The City will pay 80% of the tuition costs for courses directly related to a permanent employee's current position or his preparation for promotion with a maximum payment of $1,000 per year per employee.

Section 2. An employee is eligible for this assistance only when no other outside source of funding is available. Once the City has approved payment for tuition costs, such approval may not be withdrawn.

Section 3. Requests for educational assistance must be submitted by an employee to the City Manager through the Police Chief and the Director of Human Resources.

Section 4. If the employee's service with the City is terminated within two (2) years of completion of the course for any reason other than disability retirement, the City Manager may require that the employee return the City's outlay on a pro rata basis.

The City Manager may, in his sole discretion, authorize the advance of educational assistance for an employee from future years and formulate an arrangement for pay back to the City should the employee terminate his service with the City.

ARTICLE 18 - WAIVER

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject, except to the extent that this Agreement provides otherwise and agrees that it shall take no action to compel the other party to negotiate on any subject, except as is specifically provided for in Article 20 of this Agreement.

ARTICLE 19 - EFFECT OF LAWS

This Agreement is subject to all applicable laws, regulations or provisions of the United States, State of Ohio, the City of Kettering Charter, Kettering General Ordinances and Resolutions, and Kettering Civil Service Rules and Regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with said laws, provisions, ordinances, regulations or applicable judicial decisions there under.

The City Council shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor the Chief of Police, nor their subordinates shall adopt or issue any rules, regulations, orders or other executive directive in conflict with this Agreement.

In the event that any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. When either party feels that a provision has been invalidated, it will notify the other in writing. In any such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations. Prior to any such meeting, the City may take action it should deem necessary in good faith to comply with the law. Any such action shall be subject to the grievance/arbitration procedures hereafter for the purposes of determining whether the City acted within the scope of the paragraph. By entering into this Agreement, or by making any reference to Chapter 4117 of the Ohio Revised Code, neither party in any way waives any claim that that law, or any part of them, may be unconstitutional or otherwise invalid.

Copies of written rules, regulations, Personnel Instructions, and/or orders or other matters which affect working conditions, and any changes or modifications thereof shall be furnished to the Union.

ARTICLE 20 - DURATION

Section 1. Agreement Duration. This Agreement shall be in full force and effect through December 14, 2014. All provisions shall be effective from and after the date of signing, unless otherwise specified, or as soon after that as benefit coverage can be obtained in the normal course of business or as provided by law.

Section 2. If either the City or the Union desires to terminate, modify or negotiate a successor agreement, it shall serve written notice upon the other party of its desire not less than 90 days prior to the expiration date of this Agreement.

This Agreement originally signed the 24th day of August 2012.

FOP/OLC

By: _____
R. T. Smart
Associate, FOP/OLC

By: _____
Daniel B. Gangwer
Negotiator, FOP/OLC

By: _____
Michael J. Gabrielson
Negotiator, FOP/OLC

By: _____
Brenda Goheen
FOP/OLC Staff Representative

CITY OF KETTERING, OHIO

By: _____
Mark W. Schwieterman
City Manager

By: _____
James M. O'Dell
Chief of Police

By: _____
Sara E. Mills
Director of Human Resources

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-08-1046
EMPLOYEE ORGANIZATION,	}	(Sergeants and Lieutenants)
	}	
and,	}	
	}	
CITY OF KETTERING,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

Tara M Crawford

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

cc: Ms. Sara Mills
sara.mills@ketteringoh.us