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AGREEMENT
BETWEEN
THE CITY OF AKRON
AND
FRATERNAL ORDER OF POLICE
LODGE #7

Effective January 1, 2022 through December 31, 2024

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AGREEMENT
BETWEEN THE CITY OF AKRON
AND
FRATERNAL ORDER OF POLICE LODGE #7

PREAMBLE

THIS AGREEMENT is made and entered into this **1st day of January, 2022**, between Daniel M. Horrigan, Mayor of the City of Akron, hereinafter referred to as the Administration/City/Employer, and the Fraternal Order of Police, FOP #7, hereinafter referred to as the FOP.

ARTICLE I

PURPOSE

This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Administration and the FOP.

ARTICLE II

RECOGNITION

- A. The City recognizes the Fraternal Order of Police, Akron Lodge #7 as the exclusive bargaining representative for all sworn police officers, excluding the Chief and Deputy Chiefs.
- B. The Administration agrees to deduct union dues for bargaining unit members upon written notification from the FOP. However, the employer shall be relieved from making such individual “check-off” deductions upon an employee’s:
 - (1) Termination of employment;
 - (2) Transfer to a job other than one covered by the bargaining unit;
 - (3) Layoff from work;
 - (4) An unpaid leave of absence;
 - (5) Written revocation of the “check-off” authorization after receiving written notice from the FOP and in accordance with the FOP Constitution and by-laws.

Opt-out provision: An employee may revoke their individual “check-off” authorization by giving a written notice to the FOP. The FOP shall then notify the City’s Department

of Human Resources, in writing **within five (5) days of receipt of the revocation from the employee.**

- C. All sworn police officers who are not members of the FOP shall become, and remain members in good standing of the FOP, unless they exercise the opt-out provision set forth above.
 - 1. All new officers, sixty (60) days after being sworn in, shall become, and remain members in good standing of the FOP, unless they exercise the opt-out provision set forth above.
- D. The FOP shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III

CONFLICT

The parties intend this Agreement to supersede and replace any applicable federal, state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Should any provision or provisions of this Agreement be invalidated as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

ARTICLE IV

AMENDMENT

- A. This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying, in writing, to the other party. Negotiations on the proposed amendment, or amendments, shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

ARTICLE V

GRIEVANCES AND ARBITRATION

A. Definition

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement, and which involves the meaning, interpretation or application of this Agreement.

B. 1. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

2. Should the Administration fail to comply with the time limits herein, the FOP may appeal immediately to the next step. Should the FOP fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent. **The term "working day" as referenced in Article V(C) is defined as Monday-Friday, excluding holidays in which City Hall is closed.**

C. The following procedure shall be utilized when a grievance is initiated by an officer, a group of officers, or the FOP:

STEP 1: A grievance must be presented in either oral or written form to the aggrieved party's Shift Commander, based on the Akron Police Division chain of command. The grievance must be submitted within five (5) working days of occurrence, or within five (5) working days after it has become known to the employee. The Shift Commander shall have five (5) **working** days to submit his oral or written response. An FOP representative shall have the right to be present at the hearing of the grievance.

STEP 2: If the grievance is not settled at the first STEP, the FOP or the aggrieved may appeal the grievance to the Subdivision Commander within five (5) working days after receipt of the STEP 1 answer. The grievance must be in writing. The Subdivision Commander shall reply, in writing, within five (5) working days after receipt of the written grievance. An FOP representative shall have the right to be present at the hearing of the grievance.

STEP 3: If the grievance is not settled at STEP 2, the FOP or the aggrieved may appeal, in writing, to the Chief of Police. Such appeal must be submitted, in writing, within five (5) working days after receipt of the STEP 2 reply. The Chief of Police, or his designee, shall reply, in writing, within five (5) working days after receipt of the appeal. An FOP representative shall have the right to be present at the hearing of the grievance.

- a. If the grievance is not settled at STEP 3, then the grievance shall be presented to the FOP grievance committee for merit review prior to initiating any further steps in this process. The grievance committee shall meet within thirty (30) calendar days of the receipt of the STEP 3 reply to the grievance.

STEP 4: If the grievance is not settled at STEP 3, the FOP may appeal, in writing, to the Deputy Mayor for Labor Relations. Such appeal must be submitted within seven (7) working days after the meeting of the grievance committee. The Deputy Mayor, or his/her designated representative, shall meet within thirty (30) calendar days with the FOP to attempt to resolve the grievance. The Deputy Mayor shall reply to the FOP, in writing, within ten (10) working days following such meeting.

STEP 5: If the grievance is not resolved at STEP 4, either party may, within twenty-one (21) calendar days after the decision of the Deputy Mayor, certify, in writing to the other party, its intent to submit the grievance to arbitration.

- D. A member and his grievance representative shall be allowed time off from regular duties, with pay, for attendance at scheduled meetings under the grievance procedure, with prior approval of their respective supervisors. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

E. Arbitration

1. Selection

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service, or the American Arbitration Association, to submit a panel of seven (7) arbitrators to both parties. The parties shall meet, within five (5) working days of receipt of said list, for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

2. Hearing Time

The arbitrator shall schedule a hearing, within thirty (30) days, at a time and place convenient to the parties.

3. Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way, the provisions of this Agreement.

4. Binding Both Parties

The decision of the arbitrator shall be in writing and binding on both parties.

5. Cost-Sharing

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses, or the obtaining of depositions, or any other similar expenses associated with such proceedings, shall be borne by the party at whose request such witnesses or depositions are required.

ARTICLE VI

NO STRIKE - NO LOCKOUT

The FOP agrees, for itself, its representatives, and members, that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike, or any other type of job action by police officers, during the term of this Agreement.

The FOP agrees to actively seek stoppage of any type of job action by a member, or members, of the bargaining unit. Failure on the part of the FOP to make reasonable effort to accomplish the foregoing will result in the Administration seeking restitution from the FOP.

The Administration agrees not to lock out the FOP during the term of this Agreement.

ARTICLE VII

INTERNAL INVESTIGATION PROCEDURE

A. General

The following procedures shall be the policy of the Police Department and the Administration.

1. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure at STEP 3.
2. If a bargaining unit member is required to submit a written report, he/she shall be advised of the reason for such report, and the officer shall be required to submit a detailed statement.

3. No officer shall be ordered to give a statement if there is body camera video and/or in-car video system (IVS), or similar recordings until the officer and the officer's representative are afforded the opportunity to view the video(s) first.
4. Any bargaining unit member, who is interviewed during the course of an internal investigation, shall be provided an FOP representative. Both shall be advised of the nature of the internal investigation, shall be provided with a copy of the initial complaint, if one exists, and shall be allowed a reasonable time to confer before any questioning is conducted, and before the submission of a written report, if the member is ordered to do so.
 - a. A bargaining unit member, at his or her discretion, may then release the FOP representative at any time.
5. In situations which involve an investigation of complaints or suspected violations in which an attorney of the City or County Legal Department is a participant, the member shall have the right to have an attorney of his/her choosing accompany him/her in such proceedings.
6. Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct, if continued, may be made the basis for such charge.
7. Questioning or interviewing of a bargaining unit member in the course of an internal investigation, will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.
 - a. Should said questioning and interviewing be conducted during hours other than the officer's regularly scheduled shift, the officer shall receive compensatory time at the appropriate rate, with a four (4) hour minimum.
8. Interrogations conducted in the course of an internal investigation shall be recorded. The bargaining unit member, or members, under investigation will be afforded the opportunity to listen to and make personal notes regarding such tape. A copy of the tape or transcript, if such is made, will be provided to the member, if he/she so requests, at no cost to the member. Nothing in this Article shall prohibit the FOP and/or the bargaining unit member(s) being interviewed from recording the interrogation.
9. Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or Civil Service hearing.

- a. Any lawful order shall not be construed as administrative pressure, threats coercion or promises.
10. No officer shall be ordered to submit to a polygraph test for any reason.
 11. No officer shall be ordered to submit to a blood test, breathalyzer test, or any other test to determine the percentage of alcohol in the blood except as may be provided otherwise by specific statute.

B. Non-Criminal Complaint Process

1. Any citizen alleging a wrongdoing on the part of a member of the bargaining unit will be asked to complete and sign a complaint form, provided by the Employer.
 - a. If a written complaint against an officer alleges solely that the complainant is not guilty of the criminal or traffic offense of which he/she is charged, then no investigation of alleged officer misconduct is warranted, and the determination of guilt or innocence of the complainant will be determined through prosecution of the charge(s). Such complaint shall be deemed adjudicated in court. However, if the complaint also alleges misconduct on the part of the officer, separate and apart from the determination of the guilt or innocence of the complainant, that aspect of the complaint shall be investigated promptly.
 - b. When any anonymous or unsigned complaint is made against a bargaining unit member and there is no corroborative evidence, the bargaining unit member shall not be required to submit a written report.
2. If a bargaining unit member is required to submit a written report, based on a signed complaint or corroborative evidence, he/she shall be provided an FOP representative prior to submission of the written report or any questioning.
 - a. The bargaining unit member and the FOP representative shall be advised of the nature of the complaint, shall be provided with a copy of the complaint, and shall be allowed a reasonable time to confer before any questioning is conducted and the written report is to be submitted.
 1. The bargaining unit member, at his/her discretion, may then release the FOP representative for this step.
 - b. Once a bargaining unit member has made his initial written reply, which results in a question of potential criminal activity, the officer shall not be deprived of his/her Constitutional Rights to remain silent and/or disciplined in the exercise of those rights.

- c. After submission of a written report, the bargaining unit member shall be provided an FOP representative, unless released by that bargaining unit member, in any subsequent investigative meetings.
 - d. A bargaining unit member serving as a representative in an investigative meeting shall be released from his/her normal duty hours, upon the approval of his/her superiors, without loss of pay or benefits. It is understood such time shall not be unreasonably withheld.
 - e. Should a member request an opportunity to review written documents that he/she has previously submitted, or any documents that he/she has in his/her possession at the time of the investigation and pertaining thereto, he/she shall be afforded a reasonable time to examine such documents in private, with the FOP representative.
3. If a bargaining unit member had previously released the FOP representative, he/she shall, at any time, be able to renew his/her right to be provided with a FOP representative in subsequent investigative meetings.

C. Complaint Resolution

1. Upon completion of an investigation, all complaints shall be clearly marked on the first page with the appropriate disposition(s).
2. In all cases involving Complaint Resolutions, the following definitions shall apply:
 - a. Unsubstantiated - cannot determine whether the incident occurred or not.
 - b. Exonerated - the incident did occur, but the officer(s) action(s) were justified.
 - c. Unfounded - the incident did not occur.
 - d. Substantiated - the incident did occur, as stated by the complaining party.
 - e. Withdrawn - When the complaining party wishes to withdraw the complaint before an investigation has been completed, provided that the investigating supervisor has not uncovered any violations of law or the rules and regulations.
 - f. Adjudicated in Court- the matter to be determined by the judicial process.
3. Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief or his/her designee, shall not be included in the personnel file of the officer and may not be used in any

subsequent disciplinary procedure. The original complaint will be placed in a separate inactive file by the Employer.

D. Criminal Complaints

1. A bargaining unit member who is investigated for criminal activity shall be provided a FOP representative. The bargaining unit member shall be advised of his/her constitutional rights, as provided by law. The bargaining unit member shall be allowed a reasonable time to confer with his/her FOP representative before any questioning is conducted.
 - a. A bargaining unit member, at his/her discretion, may release the FOP representative at any time.
2. A bargaining unit member being investigated for criminal activity shall be advised of his/her Constitutional Rights, as provided by Law, and shall be afforded those rights, if he/she chooses to exercise them.
 - a. It is understood that no officer will be charged with insubordination once he/she is advised of his/her Constitutional Rights and the refusal to answer questions is based on the exercise of those rights.

E. Administrative Leave

1. In the event an officer is the subject of a criminal investigation, complaint, arrest, or indictment, whether misdemeanor or felony, the following procedure will apply:
 - a. An officer who is the subject of a criminal investigation shall remain on regular duty, may be reassigned, or may be placed on administrative leave with pay, at the discretion of the Police Chief, pending resolution of the investigation.
 - b. An officer who is the subject of a misdemeanor criminal complaint or arrest may remain on regular duty, may be reassigned, or may be placed on administrative leave with pay, at the discretion of the Police Chief, pending resolution of the misdemeanor criminal complaint or arrest.
 - c. An officer who is the subject of a felony complaint or arrest may remain on regular duty, may be reassigned, or may be placed on administrative leave with pay, at the discretion of the Police Chief, pending resolution of the felony complaint or arrest.
 - d. An officer who is subject to a felony indictment may be placed on administrative leave without pay, pending resolution of the criminal case. In such case, the officer shall continue to receive health care benefits under the

same terms as prior to the indictment. The officer may also use his or her compensatory time during the period of administrative leave without pay.

1. At the conclusion of the criminal proceeding, the City may schedule and hold a pre-disciplinary (Loudermill) hearing within ten (10) days of the conclusion of the criminal proceeding, and consider departmental charges, if warranted. In such case, the officer shall be entitled to all due process rights provided under the CBA. If no Loudermill hearing is held within ten (10) days of the conclusion of the criminal proceeding, the officer shall be returned to paid duty. A pre-disciplinary hearing may be held thereafter.
 2. If the officer had been placed on administrative leave without pay, and the officer has not been made whole (i.e. restored all back pay and benefit time utilized), the officer may file a grievance under the Grievance and Arbitration Procedure in the CBA to determine if the outcome of the criminal proceeding warrants the officer receive any back pay and/or benefit time.
- e. An officer who is reassigned or placed on administrative leave, with or without pay, will not be considered disciplined.

For the procedure for disciplinary actions, refer to Article XXV.

ARTICLE VIII

MEDIA RELEASES

1. When an officer is charged with, or under investigation for, violations of the Akron Police Department Rules and Regulations, reasonable efforts, consistent with applicable law, shall be made to withhold the name of such officer(s) and the extent of disciplinary action taken until such time as the officer(s) has been served with charges or exonerated.
2. **The City shall take reasonable measures to notify the involved officer and Union if the City determines to release footage to the public pursuant to Ordinance 159-2021 (as may be amended from time to time), and to allow the officer and Union to view the footage intended for release. Nothing in this provision shall interfere with the City's obligations under Ordinance 159-2021.**

ARTICLE IX

NON-DISCRIMINATION

The parties agree that neither the Administration nor the FOP will discriminate against any individual because of his/her membership or non-membership in the FOP, or his/her participation in the FOP.

Both parties further agree not to discriminate against a police officer because of race, color, creed, religion, age, sex, sexual orientation, national origin or political affiliation.

ARTICLE X

MANAGEMENT RIGHTS

Except to the extent otherwise limited or modified by this Agreement, the Administration retains the right and responsibility:

- A. To direct the work of police officers.
- B. To determine the mission of the Police Division and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- C. To suspend, discipline or discharge officers for just cause.
- D. To take actions, as may be necessary, to carry out the mission of the Police Division in emergencies.
- E. To hire, promote and demote police officers within the powers granted by law.
- F. To recruit, select and determine the qualifications and characteristics of new hires.
- G. To schedule or not schedule overtime, as required, in the manner most advantageous to the requirement of efficient governmental operations.
- H. To train or retrain police officers as appropriate.

ARTICLE XI

OFFICERS AND FOP REPRESENTATIVES

The FOP shall, at all times, keep the Mayor or his/her designee, and the Chief of Police advised, in writing, of the name and department of its officers and members of all committees authorized

to act on behalf of the FOP. Any changes in FOP personnel are to be immediately forwarded to the above-mentioned individuals in writing.

ARTICLE XII

SENIORITY, BIDDING and EXEMPT POSITIONS

A. Definitions

1. Seniority - Time served within rank classification.
2. Permanent Vacancy - A vacancy that occurs as a result of retirement, resignation, death, dismissal, terminal leave, promotion or newly created position.
3. Subsequent Vacancy - Defined as any of the following:
 - a. A vacancy that results from filling a permanent vacancy; or
 - b. A vacancy that occurs thereafter as a result of the bid process; or
 - c. A vacancy that occurs when a member is assigned to an exempt position; or
 - d. A vacancy that occurs as a result of an Administrative Transfer.
4. Administrative Transfer - Any reassignment of a member between shifts, bureaus or subdivisions not predicated upon a seniority bid.
 - a. The member shall be given at least a seven (7) calendar day notice before such transfer takes place, unless a verifiable departmental emergency exists, or the individual is transferred for disciplinary reasons. The member affected and the FOP President shall be notified, in writing, of the reason for the administrative transfer at least one (1) business day before the Chief's Order is issued. Administrative transfers shall be for a period up to ninety (90) calendar days, at which time the member will be returned to his or her original position.
 - b. The Administration may Administratively Transfer a bargaining unit member during an investigation under Article VII.
5. Temporary Transfers – If the Union President and Chief of Police agree, the Chief may temporarily assign a bargaining unit member to another assignment within the Department for a period up to ninety (90) days. The Union President and the Chief, by mutual consent, may extend the period of the temporary assignment one (1) time for another period, up to ninety (90) days. The Administration will announce the temporary assignment in the Daily Bulletin.

Reassignments due to layoffs will occur pursuant to Section 11 of Article XXV, Layoff, Displacement, and Recall.

6. Bid Positions - All positions within the Akron Police Division other than exempt positions.
7. Exempt Positions - Specific positions within the Akron Police Division which are exempt from the bid process.

B. Bid Positions

1. Bid Process

When the Chief of Police chooses to fill any permanent or subsequent vacancy, except those which occur in the exempt positions outlined in this Article, it shall be filled by division-wide seniority within rank classification, if otherwise qualified by skill, ability and work performance. New officers who have not yet completed their probationary period are not eligible to bid.

- a. Notice of all permanent and subsequent vacancies which are to be filled shall be printed in the Daily Bulletin for a three (3) day period, (excluding Saturdays, Sundays and holidays).
- b. Before the vacancy is filled, a member will have a five (5) day period, (excluding Saturdays, Sundays and holidays) after the third day of posting in the Daily Bulletin, to submit a bid in writing to the Chief of Police of his/her desire, to fill such position.

Said bid shall be sealed in an envelope, initialed at the seal, and time-stamped prior to being dropped off at the Chief's office collection device. Bid withdrawals shall be submitted in the same manner. At the conclusion of the posting period, the sealed bids and/or withdrawals will be opened in the presence of the Chief or designee and the FOP President or designee.

- c. Said vacancy shall then be filled within fifteen (15) calendar days after the close of the bid by awarding the position to the most senior bidder, if otherwise qualified by skill, ability or work performance. This award, as well as the subsequent vacancy, shall be made known to the members by Chief's Notice.

1. **If a member, who sustained an on duty injury and as a result of that on duty injury is on an approved leave of absence or light duty, submits a bid and is awarded the position, the award shall be contingent upon the member submitting documentation, signed by a licensed medical provider,**

certifying that the member shall be released to full duty on a date certain that falls within thirty (30) days of the award. If the member does not report for full duty on the date certified by the medical provider, the award to that member shall be withdrawn.

- d. Any posted vacancy for which no written bids are received shall be filled by assigning the least senior bargaining unit member, division-wide, within the rank classification eligible for the vacancy. The member assigned to this vacancy shall be prohibited from exercising his/her bid rights for a period of one hundred eighty (180) days from the date the bid closed and shall be exempt from any other transfer for a period of one hundred eighty (180) days from the date the bid closed. However, if a supervisor is reversed under this provision, that supervisor may still exercise his or her bid rights following the promotion of another member to the same rank. If a patrol officer is reversed under this provision, that patrol officer may still exercise his or her bid rights following the appointment of new officers.

Members in exempt positions are not subject to reversal.

If other vacancies occur within this six (6) month period and no written bids are received, these vacancies shall be filled by assigning the next, least senior bargaining unit member within the division, in ascending order of seniority within the rank classification.

- 1. Bargaining unit members who are awarded any of the following positions shall be prohibited from bidding for another position for one (1) year:
 - a. Accident Reconstruction Team
 - b. Crime Scene Unit
 - c. Training Bureau
 - d. Polygraph Operator
 - e. Handwriting Examiner (Detective Bureau)
- e. Any member transferred under the conditions set forth in subsection (d), who subsequently becomes the successful bidder for another vacancy, shall not be considered for transfer under the conditions of subsection (d) for a period of twelve (12) months following the date of his/her successful bid.
- f. Police recruits who have not successfully exercised their bid rights may be assigned by their Sub-Division Commander without regard to seniority for a two (2) year period following their graduation from the Police Academy, as furtherance of their training. They will be exempt from the provisions of subsection (d) during this two (2) year period.

- g. It is agreed by both parties that the permanent, or subsequent, vacancies shall exist in the Platoon/Shift or Unit, not the specific position.

2. Bid Considerations

- a. Only those requests received in response to postings will be considered.
 - 1. The FOP shall be provided copies of all bids.
- b. A bargaining unit member may temporarily be assigned to fill a posted position, but only during the posting, bidding, and filling process.
- c. It is understood by both parties that if a member is transferred during the posting, bidding or filling process, the vacancy shall be deemed to have occurred in the position the member held at the time he/she submitted his/her successful bid request.
- d. Whenever a sworn officer is awarded a permanent or subsequent vacancy, for the first one-hundred eighty (180) days from the date the bid closed, he/she shall be ineligible to exercise his/her seniority for purposes of bidding to another permanent or subsequent vacancy.
- e. Police recruits may be assigned by their Sub-Division Commander, without regard to seniority, for a two (2) year period following their graduation from the Police Academy, as furtherance of their training.
- f. It is agreed by both parties that the permanent or subsequent vacancies shall exist in the Platoon/Shift or Unit, not the specific position.

3. Hours – The hours of officers in their current bid positions may not be changed without the written agreement of the FOP President and the Chief of Police

4. Removal - Removal from bid positions shall be for just cause.

C. Exempt Positions

- 1. Both parties must agree to any new exempt position not already specified in Article XII of this Agreement.
- 2. If the Administration decides to fill an exempt position, they shall notify all officers in the Daily Bulletin of the available position. Bargaining unit members interested in filling the exempt position shall notify, in writing, the Office of the Chief.

Before the vacancy is filled, a member will have a five (5) day period, (excluding Saturdays, Sundays and holidays) after the third day of posting in the Daily Bulletin, to submit in writing to the Chief of Police his/her desire to fill such position.

Submissions shall be sealed in an envelope, initialed at the seal, and time-stamped, prior to being dropped off at the Chief's office collection device. Withdrawals shall be submitted in the same manner. At the conclusion of the posting period, the sealed submissions and/or withdrawals will be opened in the presence of the Chief or designee and the FOP President or designee.

Said vacancy shall then be filled within fifteen (15) calendar days after the close of the exempt posting. This award, as well as the subsequent vacancy, shall be made known to the members by Chief's Notice.

If a member, who sustained an on duty injury and as a result of that on duty injury is on an approved leave of absence or light duty, submits a request for an exempt position and is awarded the position, the award shall be contingent upon the member submitting documentation, signed by a licensed medical provider, certifying that the member shall be released to full duty on a date certain that falls within thirty (30) days of the award. If the member does not report for full duty on the date certified by the medical provider, the award to that member shall be withdrawn.

Exempt positions are as follows:

- a. Office of the Chief of Police positions:
 1. Administrative Aide - one (1) bargaining unit position.
 2. Intelligence Unit Personnel - up to a maximum of two (2) bargaining unit positions.
 3. Office of Professional Standards & Accountability (OPSA) - up to a maximum of two (2) bargaining unit members, plus one (1) Sergeant.
 4. Public Information Officer - up to a maximum of one (1) bargaining unit member.
- b. Uniform Sub-Division positions:
 1. Patrol Operations Personnel - up to a maximum of **four (4)** bargaining unit positions; one (1) Captain; **one (1) Lieutenant**; and two (2) Sergeants.
 2. Accident Reconstruction Team - up to a maximum of three (3) bargaining unit positions.

3. School Resources Officers (SRO) –There may be a maximum of up to eighteen (18) SROs. The SROs shall also include one (1) SRO Sergeant, which shall be a bid position. In addition, one (1) Patrol Operations Sergeant shall be responsible for supervising SROs. However, the Patrol Operations Sergeant shall not be considered a part of the SROs.

SROs shall operate under the following working conditions:

- a. One (1) designated float position with a police cruiser, or other City vehicle.
 - b. Hours – SROs shall work eight (8) hours, Monday through Friday, which will coincide with the regular school hours. All hours worked over the regular eight (8) hour work day shall be considered overtime. When schools are closed (excluding summer recess), SROs shall work a patrol shift. SROs shall bid to a specific patrol shift on an annual basis, by seniority. The patrol shifts may not begin earlier than 6:30 a.m. or later than 11:00 a.m.
 - c. Summer assignments – SROs shall select their summer assignment prior to selecting vacation, on the basis of seniority.
 - d. Vacations – SROs shall select summer vacation within their summer assignment, on the basis of seniority. SROs will be guaranteed two (2) consecutive weeks of summer vacation during the first round of vacation selection. After all officers have the opportunity to select vacation for the first round, SROs may participate in the selection of additional vacation with all other members of that shift and/or assignment.
4. Gun Violence Reduction Tactical Team Two (**current GVRT work schedule**) – One (1) Sergeant.
 5. Patrol Officer with a Canine (K9) – Patrol Officer with a K9, hereinafter referred to as Patrol K9 Officer and Patrol K9 Sergeant. There may be up to twelve (12) Patrol K9 positions. Effective November 1, 2020, there shall be a minimum of five (5) filled Patrol K9 Officer positions and one (1) filled Patrol K9 Sergeant position. There may be up to two (2) Patrol K9 Sergeants and up to ten (10) Patrol K9 Officers.

Patrol K9 Officers and Sergeants will perform Patrol Officer and Patrol Sergeant functions with the assistance of a K9 partner. They will be

granted time-off in the same manner as their fellow officers and sergeants who do not have K9's assigned to them.

- a. Patrol K9 Officers – There will be a minimum of one (1), and a maximum of two (2), Patrol K9 Officer positions assigned to each of the five (5) patrol shifts. Patrol K9 Officer positions and subsequent Patrol K9 vacancies will be offered first to existing Patrol K9 Officers and will be awarded on a seniority basis according to overall department seniority among those officers. If no current Patrol K9 Officers desire the position, the exempt position may then be posted department-wide. When a new Patrol K9 Officer is awarded a Patrol K9 Officer position, the officer may not voluntarily vacate that position for a minimum of one (1) year from the date the award is posted in the Bulletin.
 - b. Patrol K9 Sergeants – There shall be a minimum of one (1), and a maximum of two (2), Patrol K9 Sergeant positions. There may be only one (1) Patrol K9 Sergeant on any given Patrol shift. Patrol K9 Sergeants may bid to any posted Patrol Sergeant vacancy if there is not already a Patrol K9 Sergeant on the shift. Patrol K9 Sergeants will bid against all other sergeants, department-wide, based on “S” number. When a new Patrol K9 Sergeant is awarded a position, the sergeant may not voluntarily vacate that position for a minimum of one (1) year from the date the award is posted in the Bulletin.
 - c. In the event a new Patrol K9 Officer or new Patrol K9 Sergeant fails to certify with a K9 within twelve (12) weeks, that officer or sergeant can be removed from the position pursuant to section C (4) of this article.
- c. Investigative Sub-Division positions:
1. Assistant Commander – One (1) bargaining unit position; including one (1) Captain.
 2. Property Room Personnel - A maximum of three (3) bargaining unit positions; including one (1) Sergeant and two (2) Officers.
 3. Polygraph Operators - Two (2) bargaining unit positions.
 4. Narcotics Unit Personnel

5. Street Narcotics Uniform Detail (SNUD) - Up to a maximum of thirteen (13) bargaining unit positions; including one (1) Lieutenant; two (2) Sergeants; ten (10) Officers. The maximum of thirteen (13) bargaining unit positions will include the handler(s) of any narcotics canines that may be assigned to the unit.
6. Canine Handlers - Two (2) bargaining unit positions to handle narcotics canines attached to either the Narcotics Unit or the Street Narcotics Uniform Detail (SNUD). These positions will not be used to increase the thirteen (13) exempt positions already allocated in sub-section c(5).
7. Vice Unit - Vice Commander- One (1) bargaining unit positions; including one (1) Lieutenant.
8. Crimes Against Persons Unit – One (1) bargaining unit positions; including one (1) Lieutenant.
9. Computer Forensic Specialists - Maximum of two (2) bargaining unit positions to include one (1) Officer.

d. Services Sub-Division positions:

1. Assistant Commander – Two (2) bargaining unit positions including one (1) Captain; and Administrative Aide - One (1) Sergeant.
 2. Data Processing Personnel - Maximum of three (3) bargaining unit positions; including one (1) Sergeant and two (2) Officers.
 3. Benefits Officer, as outlined in Section "F" of this Article.
 4. Police Community Relations - up to a maximum of two (2) bargaining unit members; including one (1) Sergeant, and one (1) Officer.
 5. Planning/Research/Development/Grant Administration – Two (2) bargaining unit positions; including one (1) Captain; one (1) Officer.
 6. Training – **Ten (10)** Bargaining unit positions; including One (1) Lieutenant position, two (2) Sergeants and five (5) Officers. Training officers must have at least **five (5)** years of service.
 7. Information Systems- one (1) lieutenant.
4. Removal from exempt positions shall be for just cause or may be upon promotion.
 5. The hours of Officers in their current exempt positions may not be changed without a written agreement of the FOP President and the Chief of Police.

D. Bumping

It is understood between the parties that there shall be no bumping of members, by members, in job assignments.

E. Seniority/Time Off

Seniority will not be a basis for receiving time off with pay where all allowable time has previously been requested and approved.

F. Benefits Officer

1. The Benefits Officer shall be a police officer or sergeant, and his/her responsibilities shall consist of assisting bargaining unit members in matters relating to employee benefits. The Benefits Officer shall be released from regular duty assignments to assist with employee benefits.
2. The Benefits Officer shall be mutually selected by the FOP and the Chief of Police, using the below procedure.
 - a. The President of the FOP shall submit one (1) member's name for consideration to the Chief of Police. If that member is not acceptable to the Chief, the FOP President shall submit two (2) more names. The Chief and the FOP President shall then mutually agree to one (1) of those two (2) members.
3. When the Benefits Officer leaves office, he/she shall return to the shift and Sub-Division they were assigned prior to becoming the Benefits Officer.

ARTICLE XII(A)

PROBATIONARY PERIOD

Section 1. The probationary period for all new officers shall be three hundred sixty five (365) calendar days from the date the officer is sworn in. If an officer is on a leave of absence for any reason or on light duty during this period, the probationary period shall be extended equal to the length of the leave or light duty assignment. During probation, an officer may not grieve any discipline issues under Article XXV of this Agreement. However, all other provisions of this Agreement shall apply.

Section 2. The probationary period for all newly promoted officers shall be one hundred eighty (180) calendar days from the date the officer is sworn into the new rank. If an officer is on a leave of absence for any reason or on light duty during this period, the probationary period shall be extended equal to the length of the leave or light duty assignment. During probation, an

officer may not grieve any reduction to the previously held rank. However, all other provisions of this Agreement shall apply.

ARTICLE XIII

VACATION SELECTION

Management retains the right to determine the number of personnel needed per shift to effectively operate the Police Department. Therefore, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period at the same time.

As far as practical and possible, based on the above:

- A. The period from the first Sunday in June until the first Sunday in September shall be considered the choice vacation period. Selection for vacation during this period shall take place by February 1st.
- B. Vacations shall be granted as follows:
 - 1. Sworn members with one (1) through nine (9) years of service shall be granted up to two (2) consecutive weeks during this specific time.
 - 2. Sworn members with ten (10) through fourteen (14) years of service shall be granted up to three (3) consecutive weeks during this specific period.
 - 3. Sworn members with more than fourteen (14) years of service shall be granted up to four (4) consecutive weeks during this specified period.
- C. If the sworn member does not have enough accumulated vacation time equal to his request, the City of Akron shall not be bound to grant such leave as specified in Section B above.
- D. Seniority, within classification, shall be the determining factor in the scheduling of vacations.
- E. Bargaining unit members not on a Monday through Friday schedule, may change their days off the week preceding their scheduled vacation, to run consecutive with their vacation, if sufficient manpower is available, as determined by management, and such changes do not result in the payment of overtime.
- F. When a bargaining unit member transfers to a new job assignment, he/she shall have his/her drawn vacation time follow to the new assignment.

ARTICLE XIV

LABOR MANAGEMENT COMMITTEE

To provide for a means of better communication and understanding between the Fraternal Order of Police and Management in the Akron Police Department, a Labor Management Committee will be maintained.

- A. The Committee will consist of no more than three (3) representatives of the Fraternal Order of Police and three (3) representatives, as designated by the Chief of Police.
- B. The Committee will meet on a quarterly basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
 - l. Individual grievances will not be a subject matter for discussion at these meetings.
- C. Meetings will be held at a mutually agreeable time between the parties.
- D. At least one (1) week prior to the meeting, each party will submit, in writing, specific discussion items.
- E. The President of the Fraternal Order of Police will notify the Chief of Police as to the FOP representatives.
- F. Within sixty (60) days after the signing of this Agreement, the parties shall meet.

ARTICLE XV

RISK MANAGEMENT

When the City is notified that an Officer has been made a party defendant in a civil action seeking damages against the Officer, based upon allegations that the Officer violated the rights of the plaintiff while acting in the scope of his or her employment with the City, the City shall contact the Union and the Officer and, at the Officer's request, meet with a representative of the Union, the Officer or both, as the Officer shall elect, prior to making any decision whether to represent the Officer, in accordance with O.R.C. 2744.07.

ARTICLE XVI

HOURS OF WORK AND OVERTIME

- A. Working Hours. The standard hours of work for employees shall be eight (8) hours per day and forty (40) hours in any one (1) week. Overtime shall be calculated after eight (8) hours worked in a twenty-four (24) hour period. The standard hours in the patrol division

shall be eight and one half (8.5) hours per day (four (4) days on, followed by two (2) days off) and all patrol overtime will be calculated after eight and one half (8.5) hours worked in a twenty-four (24) hour period. Overtime for employees working a standard ten (10) hour day will be calculated after ten (10) hours worked in a twenty-four (24) hour period. All overtime in any twenty-four (24) hour period, or forty (40) hours in any one week, by employees shall be paid for at the rate of time and one-half. In no event shall premium be paid on premium payment, except that a paid holiday, a day of annual leave, a day of funeral leave, a day of jury duty, or a day of paid leave for reasons other than sickness or injury, and approved union time off shall be considered the same as a workday, for the purposes of computing premium pay. Work schedules may not be changed without the written agreement of the FOP President and the Chief of Police.

- B. Overtime Compensation. One and one-half times the hourly compensation rate established for the pay range, provided that the term "Overtime compensation" shall be construed to mean compensatory time off when an employee's department or division has been notified by the Director of Finance that monetary compensation for overtime work must be discontinued due to fiscal or budgetary deficiencies. Absent a letter from the Director of Finance, overtime compensation may be granted in the form of compensatory time off when an employee requests in writing to be granted the same, in lieu of monetary compensation, for overtime work.
- C. Overtime Work. Hours or fractions thereof, which are worked by an employee in excess of his normal tour of duty, in emergency situations, when such work is necessary to prevent loss of life, damage to property, or discontinuance of public service.
- D. Court time and training time shall not be considered emergency overtime and shall be compensated as compensatory time.
- E. Call-In Pay. Any bargaining unit member called into work during their normal off-duty hours shall be guaranteed a minimum of four (4) hours compensatory time or pay at the appropriate rate.
- F. Continuous Overtime. Except as provided in Section F1 below, any bargaining unit member who works overtime continuous with his/her regularly scheduled shift, shall receive compensatory time or pay at the overtime rate. However, no minimum guarantee shall apply.
 - 1. If a bargaining unit member is involved in a SWAT operation or a preplanned search warrant execution, prior to his/her scheduled shift, and is given at least twenty-four (24) hours notice, such member shall be compensated as continuous overtime.
- G. No bargaining unit member shall have his/her regular shift rescheduled for the purpose of eliminating overtime.

- H. Compensatory time earned through court appearances or training, ordered by the Chief of Police during off-duty hours, shall be calculated as follows:
1. Compensatory time shall be earned at the rate of one and one-half (1 1/2) times the actual time spent in court or training.
 2. Calculation of earned time shall be to the nearest one-tenth (1/10) of an hour.
 3. Minimum time earned for any one (1) court appearance, or attendance at a training session, shall be for four (4) hours.
 4. Maximum time earned for court appearances on any one (1) day shall be eight (8) hours, except in cases where a police officer must appear in hearings outside the City of Akron. Court cases outside the City of Akron are paid from the time of call-out until the time of return call-in.
 5. Additional training time required at the Weapons Range, by reason of failure to qualify under normal procedure, shall not qualify for compensatory time.
- I. In cases where the hearings or duty requires an officer to remain out of town overnight, the officer shall receive his/her normal rate of pay on days he/she is regularly scheduled to work and he/she shall receive eight (8) hours of compensatory time at a rate of one and one-half (1 1/2) times on normal scheduled days off.
- J. Each calendar year, an officer may purchase up to a maximum of one hundred and sixty (160) hours of paid leave, compensatory time, or a combination thereof.
1. Prior to March 31st of each calendar year, the bargaining unit member shall notify the Finance Director of the total amount of time he/she wishes to purchase and when such payment shall be made.
 2. Payments shall be made in April or September of each calendar year.
 3. All purchases are subject to the Finance Director's approval.
 4. Payment shall be at the officer's hourly rate at the time of the pay-out.
- K. Bargaining unit members chosen as field training officers shall receive **one (1) hour of compensatory time per one (1) tour of duty** as a field training officer. To be eligible for the compensatory time, an individual must work a minimum of four (4) hours for each tour of duty.
- L. On the death, retirement or resignation of an employee, all accumulated overtime, compensatory time, and paid leave shall be paid to the employee or his or her estate.

ARTICLE XVII

VACATION, PAID LEAVE AND LONGEVITY

I. Definitions:

1. Annual Leave Bank: The total number of unused, annual leave hours an employee has earned in accordance with this section and chooses not to use during the calendar year.
2. Frozen Paid Leave: Those unused paid leave hours accumulated up to the employee's inclusion into the sick leave program.
3. Frozen Sick Leave: Those unused sick leave hours accumulated up to the employee's inclusion into the paid leave program.
4. Paid Leave Accumulation: The total number of unused paid leave hours, not frozen, an employee has earned in accordance with this section.
5. **Leave Separation Pay: The amount of annual leave an employee is entitled to pursuant to this Agreement upon termination of employment.**
6. **Terminal Leave: A final leave consisting of any accumulated unused leave (Paid leave, Holidays, Compensatory Time), granted to a member of the Akron Police Department, prior to final separation from service.**
 - a. **Granting of Terminal Leave up to One Hundred Twenty (120) days will only be granted to a member once and will not be unreasonably withheld.**
 - b. **Requests for more than One Hundred Twenty (120) days but less than one (1) year are granted at the discretion of the Police Chief on a case-by-case basis.**
 - c. **Requests for Terminal Leave will only be considered after written notice has been submitted to the Chief's Office advising the separation of employment date. Requests for Terminal Leave must be submitted thirty (30) days before the anticipated leave is to begin.**
 - d. **Any person who takes Terminal Leave forfeits their position and bid rights under Article XII. For purposes of personnel reporting, officers on Terminal Leave will be assigned to the Chief's Office on a 40 Hr. Monday through Friday, 8 a.m. to 4 p.m.**
 - e. **Any officer choosing to end their Terminal Leave and return to work must make a writing to the Chief of Police. The Chief will determine if there is an authorized vacant unfilled position in their rank, and if so, the**

Chief may place the Officer in the open position. If there are no authorized vacant positions available, the Chief may deny the request to return. Any officer returning from Terminal Leave will lose all seniority and time in rank equivalent to the length of time the officer was in such leave.

- f. Upon separation of employment, the officer will be paid any unused accumulated time left in their prospective accounts i.e., Paid Leave, Compensatory Time, and Holidays. However, officers will discontinue to accumulate any Paid Leave or Holidays while on Terminal Leave. Longevity will be based on the start date for terminal leave.**
- g. Frozen Sick Leave will continue to be paid at separation as written in Article XVII, III (F)(4).**

II. Vacation

- A. Vacations with pay are granted to employees as a reward for service, as an incident of employment, and as an incentive for continued service. Every employee shall be entitled to vacation with pay each year according to the following schedule of continuous service, immediately prior to January 1 of that year:
 - a. New employees whose starting date is prior to the sixteenth of the month may be credited, subject to the following limitations, with one (1) day of vacation for that month. If the employee has completed at least ninety (90) days in the preceding year, but less than one (1) full year, one (1) day for each completed month of service, but not more than two (2) calendar weeks, shall be credited. If an employee has not completed ninety (90) days of employment during the calendar year, he or she shall receive in the following calendar year, credit for the vacation earned in the previous year at the rate of one (1) day per month, but not more than three (3) days in total;
 - b. If the employee has completed at least one (1) full year, two (2) calendar weeks shall be credited.
- B. The current rate of pay of a salaried employee shall determine his or her vacation pay rate.
- C. An employee may not defer to a subsequent year any part of his or her vacation time without the approval of the Chief, who shall grant such approval if the request is made due to illness, injury, or other causes beyond the control of the

employee, or other reasonable circumstances. In such case, the vacation shall be scheduled during the following year.

- D. An employee separating from city employment shall be credited with such unused vacation time as his or her service in the year prior to the separation and in the current year entitles him or her to receive.
- E. In the event an employee resigns, retires, or dies, such employee, or the employee's estate, shall be credited with such unused vacation time as his or her service in the year prior to the separation and in the current year entitles the employee to receive. The employee or the employee's estate shall be paid for any unused vacation as of the last day employed.

III. Sworn Personnel of Police Division with five (5) or more years of service.

- A. All sworn personnel of the Police Division with more than five (5) years of service shall be included in this paid leave program.
 - 2. Beginning January 1, 2003, all sworn personnel of the Police Division with five (5) or more years of service shall, for each completed week for which they have received pay from the City or for each week for which they have received weekly benefits from the Bureau of Worker's Compensation, be entitled to a weekly accumulation of paid leave hours, based on years of completed service, as follows:

Years of Completed Service	Rate of Accumulation (Hours Per Week)
5 years, but less than 10 years	4.60
10 years, but less than 15 years	5.22
15 years, but less than 20 years	6.09
20 years and over	6.95

- 2. An employee shall, in accordance with the other provisions of this program, be required to use a minimum of eighty (80) hours of paid leave per year provided that he/she has completed at least five (5) years of service on January 1 of that calendar year.
- 3. Those employees with more than twelve (12) years of service, and in accordance with other provisions of this program, will be required to use a minimum of one hundred twenty (120) hours of paid leave per year

provided that he or she has completed twelve (12) years of service on January 1, of that calendar year.

4. If an employee fails to use the minimum number of paid leave hours during any calendar year, the actual remaining number of unused hours required for usage in that year, not to exceed the stated minimums, shall be deducted from such employee's paid leave accumulation, without further accumulation or carryover of the unused hours with respect to such employee.

B. For all employees in the Paid Leave Program, all vacation time to which an employee would otherwise be entitled shall be converted to paid leave hours.

1. During each calendar year an employee shall be entitled to a maximum number of paid leave hours for vacation use, based on years of completed service, as follows:

Years of Completed Service	Maximum Paid Leave Hours for Vacation
More than 5 years, but less than 6 years	80
More than 6 years	120
More than 12 years	160
More than 20 years	200

2. Accumulated paid leave hours for vacation usage in excess of the above-stated maximums may be granted at the discretion of management.

3. Vacation shall be taken as provided in Article XIII.

C. An employee may use paid leave hours for any purpose provided the absences are properly reported to the employee's supervisor in accordance with the existing report off procedures. Absences for which paid leave hours are paid and which have been arranged and approved by management at least twenty-four (24) hours of the work day prior to the absence, shall not be counted against the employee's work record.

D. Paid leave will be paid in 1/10 hour increments.

E. (1) When the employee is requesting payment from paid leave hours due to illness, injury or a death, the responsible appointing administrative officer of the City may require the employee to verify the use of sick leave.

(2) In any event when such absence is for more than three (3) days, the employee concerned, in order to receive compensation, must file with his or her request for paid leave due to sickness or injury, a certificate from a registered physician

stating that such employee was unable through the whole of such absence to perform his or her duties or submit other satisfactory proof of illness or injury.

- F. For all employees in the Paid Leave Program, all sick leave hours which have been accumulated shall be frozen and further accumulation of sick leave hours pursuant to the sections shall cease.
 - 1. An employee shall not use the frozen sick leave hours until all accumulated paid leave hours have been exhausted and it becomes necessary to use frozen sick leave hours.
 - 2. An employee, who has completed twenty-five (25) years of service, may use his or her frozen sick leave in lieu of paid leave hours for an illness or off-the-job injury.
 - 3. If an employee, due to illness or off-the-job injury, has received a disability retirement, approved by the Police and Fire Pension Board, he/she may use sick leave in lieu of paid leave for such illness or injury.
 - 4. Frozen sick leave hours remaining at the time of retirement or death shall be paid.

- G. All employees separated from employment with the City, regardless of the reason, shall receive termination pay based on the balance of remaining accumulated paid leave hours at the time of termination.
 - 1. In the event that an employee of the City dies, his or her estate shall be entitled to a payout based on such employee's remaining accumulated paid leave hours, as of the date of his/her death.
 - 2. Employees previously covered under the Paid Leave Program who return to City service may have his or her paid leave hours restored, provided the employee reimburses the City in the amount of termination paid at the time such employee left City service.
 - 3. An employee who is discharged or resigns due to pleading guilty to a felony, or being found guilty of a felony, or being convicted of a felony, shall forfeit payment of all paid leave hours remaining in the individual's paid leave bank at the time of discharge or resignation. All forfeited hours will be placed in the Fraternal Order of Police Sick Leave Time Bank.

- H. Paid leave Conversion payout.
 - 1. An employee not covered by the Paid Leave Program, who is subsequently transferred into a classification covered by the Paid Leave program, will not become eligible for the accumulation of paid leave hours

until January 1 of the year following the date of transfer. During the interim period such employee, when previously covered by same, will continue to be covered by Sick Leave, Article XX, Section A and Vacation, Article XVII, Section II, above. The conversion to the Paid Leave Program, with respect to such employees, shall be handled in the same manner and respect as was the initial conversion of employees to the Paid Leave Program of January 1, 1978.

2. Employees covered under this Paid Leave Program, who subsequently transfer into a classification which is not covered under the Paid Leave Program, will continue to be covered under the Paid Leave Program until January 1 of the year following the date of transfer. On January 1 of the year following the date of transfer, the transferred employee shall, where applicable, be covered under Sick Leave, Article XXII, Section A and Vacation, Article XVII, Section II above, and further, with respect to Vacation, Article XVII, Section II above, such employee's accumulated paid leave hours shall be reduced by the amount of vacation hours to which such employee will then become entitled. The remaining balance of accumulated paid leave hours may be used by the employee, with prior approval of management, or such hours may be held for payout to be made at the time of such employee's death or termination of City employment, as heretofore provided.

- I. Payment, with respect to all paid leave hours, shall be made at the employee's regular rate of pay for the classification to which the employee is permanently assigned at the time of actual usage or payout.
- J. The administration may develop reasonable rules and regulations, not in conflict with this section, governing the usage of paid leave hours so as to provide for the efficient operation of City services.

IV. Longevity

Officers who have completed at least five (5) years of service shall receive an annual longevity payment.

- A(1.) **All officers with at least five (5) years of service will be in the "Longevity Program". The longevity pay is based upon the years of service accumulated prior to December 1st of the year in which longevity pay is to be paid. The longevity pay shall be paid in November and shall be based on a percentage of the base maximum annual salary rate of the classification of "Patrol Officer."**

The Longevity Program shall be payable as follows:

Years of Service	Effective 2021
5	2.5%
6	2.6%
7	2.7%
8	2.8%
9	2.9%
10	3.0%
11	3.1%
12	3.2%
13	3.3%
14	3.4%
15	3.5%
16	3.6%
17	3.7%
18	3.8%
19	3.9%
20	4.0%
21	4.1%
22	4.2%
23	4.3%
24	4.4%
25	4.5%
26	4.6%
27	4.7%
28	4.8%
29	4.9%
30 and over	5.0%

B. Longevity in year of separation. Bargaining unit members that retire, or resign (resignations must be in good standing), shall receive their earned longevity payment with their final payout check in a pro-rata portion. The percentage earned will be divided by twelve (12) and the member will receive payment for each month worked.

1. A bargaining unit member must have worked a full month to earn credit for the month.

ARTICLE XVIII

UNIFORM ALLOWANCE

A. The Chief of Police shall establish a committee consisting of four (4) members appointed by the Chief, four (4) members appointed by the FOP and the Chief or his/her designee. This Uniform Committee will review the rescinded Chief's Order #1-1978, recommend

revisions thereto, and will establish guidelines and regulations for the operation and implementation of the uniform replacement program. Recommendations of this committee shall be subject to review by the Mayor as Director of Public Safety.

- B. All sworn police officers required to wear a uniform in the performance of their duties shall receive such items of equipment and uniforms, as may from time to time be required by the Police Division, as necessary to the performance of their duty, and in addition thereto, such officers shall receive, upon the approval of the Chief or a Deputy Chief of Police, necessary replacements for items of equipment and uniforms which have become worn or damaged as a result of use in the performance of duty.
- C. All newly hired, sworn police officers shall receive all uniforms and equipment required by the Police Division, as necessary, to the performance of said officer's duty. After ninety (90) days, the officer shall receive a pro-rata amount of the annual uniform allowance from the date of hire.
- D. Effective on January 1 of each year, the non-uniform (plain clothes) allowance shall be \$1,550.00 maximum, per year, for eligible bargaining unit members. It shall be the responsibility of the officer to purchase T-shirts, socks, shoes, thermal underwear and gloves.
- E. Effective on January of each year, each uniform officer shall receive a maximum allowance of \$1,225.00, per year, for the purpose of purchasing civilian attire for court appearances. It shall be the responsibility of the officer to purchase T-shirts, socks, shoes, thermal underwear and gloves.
- F. The Uniform Allowance Plan will be based on a "NON-ACCOUNTABLE PLAN." In January of each calendar year, bargaining unit members shall receive a lump sum payment equal to the uniform allowance provided to the member for that calendar year. If the member separates from City service prior to March 31st, the City may obtain reimbursement of a pro-rata portion of the member's annual uniform allowance as an offset from any severance pay owed. If the member separates from City service on or after March 31st, there shall be no reimbursement.
- G. Any officer who receives a lump sum payment under the non-uniform allowance, as provided for under Section (D) of this Article, and is subsequently transferred to the Uniform Sub-Division shall not be eligible to receive the uniform officer civilian clothing allowance during the year the transfer is made.
- H. Any uniform officer who receives a lump sum payment under Section (E) provision of this Article, and is subsequently transferred to a non-uniform (plain clothes) assignment for any fractional portion of the calendar year, shall receive a pro-rated amount of the non-uniform allowance for the fractional portion remaining of such calendar year.
 - 1. The pro-rated amount shall be determined on the following basis:

- a. The amount of monies the officer receives under Section (E) of this Article shall be deducted from the monies specified under Section (D). The difference in monies shall be divided by twelve (12) months to determine the monthly allowance. The monthly allowance multiplied by the months remaining in the year, from the officer's date of transfer, shall determine the additional monies the officer is entitled to.
 - b. In all cases, the officer shall not receive more than the maximum amount specified under Section (D) of this Article. The officer is also entitled to not less than the maximum allowance as specified under Section (E) of this Article.
- I. **An officer who retires in good standing, with a minimum of fifteen (15) years of service, or after completing the probationary period, retires from service with a service-connected disability as determined by the Chief, will be issued a retired peace officer identification card, if otherwise eligible, pursuant to ORC 2923.126 (F)(2).**

An officer who receives a service retirement in good standing after fifteen (15) years of service as a police officer with the Akron Police Department or an officer, after completing the probationary period, who retires with a service connected disability arising out of a critical incident, as determined by the Chief, may retain his/her department issued sidearm, if otherwise eligible to possess a firearm under local, state and federal law.

ARTICLE XIX

INSURANCE

- A. Health Insurance for active employees –The City will provide health insurance coverage to all employees as provided in Appendix B.
 - 1. **Effective January 1, 2023, employees shall pay an employee premium contribution of 9%, capped at \$65.00 per month for a single plan and \$160.00 per month for family plans, as set forth in Appendix B.**
 - 2. **Effective January 1, 2024, employees shall pay an employee premium contribution of 10% capped at \$70.00 per month for a single plan and \$180.00 per month for family plans, as set forth in Appendix B.**
- B. Dental and Vision Coverage – The City will continue to provide dental and vision coverage at no cost to eligible active employees and their eligible dependents, as provided in Appendix C.
- C. Supplemental Retiree Medical Benefit:

1. The City shall provide eligible retired employees of the Akron Department of Public Safety Police Division (“FOP Retirees”), their spouses and dependent children, and widows and widowers with a Supplemental Retiree Medical Benefit (“SRB”) which will include access to the same medical plan as the active employees, on a supplemental basis.
2. The SRB does not include coverage that active employees receive under the City’s prescription drug plan, but does include reimbursement for prescription drugs not covered by the FOP Retiree’s primary plan for members under 65 years of age.
3. Effective February 1, 2019, FOP Retirees will be required to pay 50% of the contribution required by active employees, including 50% of any required contribution for spousal coverage.
4. FOP Retirees, their spouses and dependent children, and widows and widowers, will continue to receive the same vision and dental coverage provided to active employees at no charge.
5. It is understood that FOP Retirees are permitted to enroll in the SRB as a qualifying event for a 30-day agreed upon enrollment period.

D. Life Insurance for employees and retirees as follows:

1. Active employees. For active employees in the Fraternal Order of Police, Akron Lodge #7, bargaining unit, in the amount of \$50,000.00 and \$50,000.00 accidental death and dismemberment per covered individual.
2. Retirees. For bargaining unit members of the Fraternal Order of Police, Akron Lodge #7, who retired:
 - a. Prior to April 1, 1979: \$2,000.00;
 - b. On or after April 1, 1979, and whose death occurs after May 13, 1980: \$4,000.00, otherwise, \$2,000.00;
 - c. On or after April 1, 1981, and prior to January 1, 1982: \$8,000.00 for first twelve (12) months after retirement, thereafter \$6,000.00;
 - d. On or after January 1, 1982: \$12,000.00 for the first twelve (12) months after retirement, thereafter \$6,000.00;
 - e. On or after April 1, 1983: \$13,000.00 for the first twelve (12) months after retirement, thereafter \$6,500.00;

- f. On or after April 1, 1984: \$15,000.00 for the first twelve (12) months after retirement, thereafter \$7,500.00;
- g. On or after April 1, 1987: \$17,000.00 for the first twelve (12) months after retirement, thereafter, \$8,500.00;
- h. On or after April 1, 1988: \$19,000.00 for the first twelve (12) months after retirement, thereafter, \$9,500.00;
- i. On or after January 1, 1990: \$22,000.00 for the first twelve (12) months after retirement, thereafter \$11,000.00;
- j. On or after December 31, 1990: \$25,000.00 for the first twelve (12) months after retirement, thereafter, \$12,350.00;
- k. On or after January 1, 1992: \$27,000.00 for the first twelve (12) months after retirement, thereafter \$13,500.00;
- l. On or after January 1, 1993: \$29,000.00 for the first twelve (12) months after retirement, thereafter \$14,500.00;
- m. On or after January 1, 1994: \$32,000.00 for the first twelve (12) months after retirement, thereafter \$16,000.00;
- n. On or after January 1, 1995: \$34,000.00 for the first twelve (12) months after retirement, thereafter \$17,000.00;
- o. On or after January 1, 1996: \$36,000.00 for the first twelve (12) months after retirement, thereafter \$18,000.00;
- p. On or after January 1, 1997: \$40,000.00 for the first twelve (12) months after retirement, thereafter \$20,000.00;
- q. On or after January 1, 1998: \$43,000.00 for the first twelve (12) months after retirement, thereafter \$21,500.00;
- r. On or after January 1, 1999: \$46,000.00 for the first twelve (12) months after retirement, thereafter \$23,000.00;
- s. On or after January 1, 2000: \$50,000.00 for the first twelve (12) months after retirement, thereafter \$25,000.00.

ARTICLE XX

HOLIDAY PAY

- A. On January 1st of each year, officers shall receive fourteen (14) working days holiday time off for the following holidays: New Year's Day, Martin Luther King, Jr. 's birthday, Presidents' Day, Memorial Day (day observed), **Juneteenth**, Independence Day, Labor Day, Columbus Day (day observed), Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas day, Peace Officers Memorial Day, which shall be observed on May 15 of each year and two (2) days described as "Personal Days."
- B. If an officer leaves employment prior to December 31st, the holidays will be prorated at the rate of one (1) holiday per month (including partial months) and any additional holiday time taken may be deducted from the officer's paid leave or other severance. Newly hired officers shall receive one (1) holiday for each full month of service. If hired before June 30th, the officer shall also receive two (2) personal days. If hired on or after July 1st, the officer shall receive one (1) personal day.
- C. Officers scheduled to work on the holidays listed below will receive premium pay in the amount of fifty percent (50%) over their normal straight time rate: New Year's Day, Christmas Day, Memorial Day (Observed Day), **Juneteenth**, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Martin Luther King, Jr.'s Birthday, Presidents' Day, Columbus Day, Veteran's Day and National Peace Officer's Memorial Day (May 15th).
- D. Only officers normally scheduled, or called in to work such holidays, shall be eligible to receive premium pay. Such pay shall not be in lieu of holiday time off for those holidays.

ARTICLE XXI

UNION TIME

- A. The City will provide thirty-two (32) hours per week, which may be used by authorized representatives of the FOP, for union business related to the administration of the Labor Agreement. The unused time will accumulate during the term of this Agreement. Released time under this Agreement must have the approval of the Chief of Police or his/her designee. It is understood that this provision is in addition to any time granted by the Mayor's Executive Order regarding release time for Union Presidents.
 - 1. Union time requests for the Negotiations committee must be submitted with at least seven (7) days advance notice.
 - 2. Union time requests for State and National conferences must be submitted with at least thirty one (31) days advance notice.

3. Such requests shall not be unreasonably denied and overtime will be offered to all qualified persons before denying union time.
- B. The President of FOP Akron Lodge #7 shall be assigned a day shift to the Benefits Office during his tenure, and shall be released from regular duty assignment to administer the terms and provisions of this Agreement. His assignment to the day shift shall not cause a reduction of personnel in the Benefits Office.
1. At the conclusion of his term as President, he shall return to the Sub-Division and shift he was assigned at the time of his election to President, unless otherwise mutually agreed.

ARTICLE XXII

SICK AND INJURY LEAVE

- A. Officers not in the Paid Leave Program shall accumulate one and one-fourth (1 ¼) sick days per month.
- B. Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illnesses or death in the employee's immediate family, and for preventative treatment under the supervision of a physician or other appropriate professionally trained person. Those individuals defined as immediate family do not have to live in the employee's household to determine sick leave eligibility.
- C. For purposes of Sick Leave Eligibility, in the event of illness or death, the employee's immediate family shall be defined as follows:

Spouse	Aunt
Grandparent	Uncle
Grandparent-in-law	Brother
Mother	Stepbrother
Mother-in-law	Brother-in-law
Father	Sister
Father-in-law	Stepsister
Son-in-law	Sister-in-law
Daughter-in-law	Child
Stepchild	Legal guardian or other
Stepparent	person who stands in place
Grandchild	of a parent
Domestic Partner	

- D. Employees may be eligible for up to three (3) days sick leave for a death in the immediate family, with one (1) additional day allowable for travel time, where warranted.

- E. When absence is for more than three (3) days, the employee must provide a note from a treating physician or other medical provider to verify the use of the sick leave. Unexcused absences because of alleged illness in excess of three (3) days shall be charged against annual vacation allowance.
- F. A bargaining unit member who is granted authorized leave under the Family and Medical Leave Act of 1993, shall be allowed to maintain a total maximum balance of eighty (80) hours of paid leave, annual leave, or compensatory time prior to making the transition to an unpaid status.
- G. The previously accumulated sick leave of an employee who has been separated from the service with the City may be placed to his credit upon his reemployment with the City.
- H. In the event an employee dies, his or her estate shall be credited with such unused sick leave, cumulative up to one hundred twenty (120) workdays, and the estate shall be paid for any unused sick leave as of the date of his or her death.
- I. Injury Leave:
 - 1. Employees who are injured or incapacitated in the actual discharge of duty, and who, as a result thereof, are compelled to be absent from duty for continuous period(s) and for absences to attend pre-scheduled medical appointments while working temporary light duty, shall receive full pay for such time, so long as the injury is allowed by the Bureau of Workers' Compensation (Bureau). However, injury leave shall not be paid for more than twelve (12) months (2080 hours) per a claim. Any amount collected for lost wages from the Bureau shall be signed over to the City. If the claim is in dispute, the employee may use his or her own time (either sick leave, compensatory time, holiday time, vacation time, or paid leave) until the claim has been fully adjudicated. If the claim is subsequently allowed, the employee's own time used shall be restored.

Injury leave may be discontinued upon any of the following:

- A. The employee is released to full duty.
- B. The employee is offered light duty in writing and within the employee's functional limitations/restrictions, and the employee refuses to accept the light duty assignment.
- C. The employee engages in physical activity that is inconsistent with the functional limitations/restrictions that are incapacitating the employee while on injury leave.
- D. The employee has reached maximum medical improvement (MMI), unless the employee has applied for a disability retirement under OP & F. The

Department of Human Resources must be notified in writing of the application for disability retirement.

2. An employee on injury leave may not work secondary employment (including self-employment) if the requirements of the secondary employment are beyond the employee's identified capabilities/restrictions and/or during the employee's normal working hours.
 3. Any grievance disputing a final decision by the Department of Human Resources shall be appealed directly to Step 4 of the grievance procedure.
- J. An employee who files for a disability retirement pension under the Ohio Police and Fire Pension Fund and does not have sufficient age and service to qualify for a service retirement pension, shall receive pay for his/her unused accumulated sick leave in an amount not to exceed one hundred-twenty (120) workdays on his/her separation from the active payroll, and after the disability retirement is granted by the Ohio Police and Fire Pension Fund and accepted by the employee.
- K. Light Duty. When feasible, employees that are injured on or off the job, or are ill, will be provided an opportunity for light duty on a temporary basis. Light duty assignments will require a written release and clear description of the employee's temporary capabilities/restrictions as identified by the employee's health care provider. Whenever possible, a return to full duty date should be provided. Employees who are considered by the health care provider to be permanently unable to perform the duties of their original job assignment will not be allowed to work light duty. A light duty work assignment shall not exceed twelve (12) months (2080 hours). If the employee's light duty restrictions limit the hours the employee may work in a day/week, the employee is eligible for injury leave (if applicable) or may use any available leave for hours not worked.

The Police Chief or his/her designee, will work with the officer in placing him/her into a light duty assignment, within the department, with an effort to place the employee in an assignment close to the hours that the employee works. Employees on a light duty assignment must provide the Police Division with updates on their progress at least every thirty (30) days, which includes submission of updated medical certification, as required by the Department of Human Resources. Employees participating in light duty assignments are not eligible to work overtime unless previously approved by the Police Chief or his/her designee. The overtime assignment shall comply with the identified temporary capabilities/restrictions.

An employee on light duty may not work secondary employment (including self-employment) if the requirements of the secondary employment are beyond the employee's identified capabilities/restrictions.

Employees must make every effort to schedule medical appointments on the employee's off duty time or during times that do not disrupt the continuity of work.

Any grievance disputing a final decision by the Department of Human Resources shall be appealed directly to Step 3 of the grievance procedure.

ARTICLE XXIII

MILITARY LEAVE

- A. Employees who are members of the uniformed services, including the United States Armed Services, the Ohio Organized Militia when engaged in active or inactive duty for training, full-time National Guard Duty, the Commissioned Corps of the Public Health Service or as an Intermittent Disaster-Response Appointee upon activation of the National Disaster Medical System or a participant in an authorized training program even if not a member of the uniformed service, or any other category of persons designated by the President of the United States in a time of war or emergency, shall be entitled to a leave of absence from their respective duties for such time as they are in such military service, on field training, attending a military service academy or other training recognized under the Uniformed Services Employment and Reemployment Rights Act as amended (USERRA), or active duty periods not to exceed five (5) cumulative years except as otherwise required by USERRA.
- B. If an employee's gross military pay or compensation during such period of leave of absence is less than his or her gross City pay would have been for such period, he or she shall be paid by the City, the difference between the gross City pay and gross military pay for the time period of: (i) thirty-one (31) days for each calendar year in which he or she is performing service in the uniformed service; or (ii) for longer than thirty-one (31) days, if called or ordered to perform service in the uniformed service because of an executive order issued by the President of the United States, because of an Act of Congress, or because of an Order to perform duty issued by the Governor pursuant to §5919.29 of the Ohio Revised Code. In determining such officer's military or other pay for the purposes of this section, allowances for travel, food, or house shall not be considered, but any other pay of allowance of whatever nature, including longevity pay, shall be considered.
 1. The time period for the payment differential is limited to five (5) cumulative years of active duty military service or as otherwise required by USERRA. The City will make an exception to the time limit during the period an officer is protecting this country in a combat zone.

2. No officer shall receive payments under this section if the sum of his gross military pay and allowances received in military pay in a pay period exceeds the officer's gross pay as a City officer for that period.
 3. Each officer must submit documentation of his military pay in order to receive the pay differential.
- C. Any officer who is required by any component of the Armed Forces of the United States to report for a Military Fitness examination or to perform authorized funeral honors duty under 10 U.S.C. §12503 or 32 U.S.C. §115 during work week shall be paid for such leave time.
- D. Health plan coverage shall be continued for officers ordered to active military service, their eligible spouses and dependents, upon election by the officer to continuing coverage, subject to payment of applicable officer contributions pursuant to USERRA. The City will make an exception to the time limit during the period an officer is protecting the country in a combat zone.
- E. During a period of active military service, officers called to duty in the active military service are entitled to non-seniority rights and benefits while receiving supplemental compensation pursuant to this article. Pension contributions will continue for those reservists receiving supplemental pay. Service credit will be applied in accordance with federal law and state pension fund laws and rules. An officer on an unpaid status due to military service will be treated the same as an officer on a leave of absence provided that such officer has not knowingly provided notice of intent not to return to City employment after service in the uniformed services.
- F. An officer who is reemployed following a period of uniformed service is entitled to the seniority and seniority-based rights and benefits that he/she had on the date the service began, plus any seniority or seniority-based rights and benefits that he/she would have obtained had he/she remained continuously employed, provided he/she complies with the reemployment requirements of Uniformed Services Employment and Reemployment Rights Act.

ARTICLE XXIV

DRUG TESTING

- A. The drug screening program as agreed upon between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, shall be made a part of the Agreement and incorporated under "Appendix A."

ARTICLE XXV

A. DISCIPLINE

1. No employee shall be disciplined, suspended, removed or reduced in rank except for just cause.
2. Prior to the time any discipline, which might result in a suspension, demotion, and/or termination is rendered, the employee shall be entitled to a pre-disciplinary hearing. Prior to the pre-disciplinary hearing, the employee shall be provided notice of the alleged offense, and shall be entitled to review all evidence gathered by the City against him or her. At the pre-disciplinary hearing, the employee shall be entitled to representation, and afforded a meaningful opportunity to respond.
3. The pre-disciplinary hearing must be scheduled within one hundred twenty (120) days of the time the Police Administration (Shift Commander or above) had notice of the allegations underlying the alleged offense. This one hundred twenty (120) day limit shall not apply if the officer has been placed on administrative leave under Article VII of this Agreement. In addition, the one hundred twenty (120) day limit may be extended by the written agreement of the FOP President and the Chief of Police.
4. In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of an FOP representative when such action is taken. The FOP will be informed of all disciplinary actions and shall have the right to be present at the administration of any disciplinary action.
5. All oral and written reprimands against a bargaining unit member, which are over one (1) year old, shall not be used or held against a bargaining unit member in future disciplinary proceedings or promotional considerations, with the exception of those reprimands which pertain to like offenses, which in this case will have a two (2) year limitation. **Oral reprimands shall be documented in writing. Oral and written reprimands shall be signed by the officer acknowledging that the officer received a copy of the reprimand but not that the officer agrees with its contents.**

An officer may respond in writing to an oral or written reprimand within ten (10) calendar days of the date of the reprimand and such response shall be attached to the reprimand.
6. Dishonesty/Lack of Candor. If an officer is identified by the Chief as having findings of untruthfulness, or founded allegation of misconduct related to dishonesty, deceit, or lack of candor, the officer and the FOP President will be notified in writing of the finding and supporting evidence relied upon within thirty (30) days from the date the Chief confirms the determination.

B. SUSPENSIONS FROM DUTY

1. In disciplinary cases involving suspensions for a definite period, the effective date of serving the suspension shall be at the discretion of the Chief, after the Mayor's hearing in the event such appeal is filed. **Any appeal seeking a Mayor's Hearing must be requested in writing within ten (10) calendar days of the issuance of the discipline being appealed, or it will be waived.** An appeal to arbitration shall act as a stay until such time as a decision is rendered.
2. Any bargaining unit member who appears at a Mayor's Hearing as a result of appealing a disciplinary action, and such hearing is held outside the individual officer's normal working hours, shall be awarded compensatory time for the actual time spent during the hearing, with no guaranteed minimum.
3. At any time a bargaining unit member is charged with violating Rules and Regulations, the FOP shall be provided copies of all tapes, transcripts, records, written statements, and videotapes in order to provide representation. The request for such copies shall be made to the Chief of Police or his/her designee by the individual officer or his/her designated representative. Such materials shall be reasonably provided in advance of any Mayor's Hearing or arbitration hearing.
4. At any time a bargaining unit member who appears as a witness, or is subpoenaed to appear at a disciplinary hearing on behalf of the FOP, shall receive compensatory time for the actual time spent at the hearing, with no guaranteed minimum.
 - a. Such time shall be deducted from the union time account granted by the City of Akron under Article XIX of this Agreement.

ARTICLE XXVI

REMEDY

- A. The Union shall have the right to appeal notices of suspension, discharge, or reduction in rank to arbitration **in accordance with this Section. The Parties agree that arbitration is the exclusive remedy of the Union and member to appeal suspensions, discharges and/or reductions in rank.**
- B. Within **twenty-one (21) calendar days** of a decision following a Mayor's Hearing, **or within twenty-one (21) calendar days after the waiver of the Mayor's hearing, if applicable, the Union may appeal the discipline to binding arbitration pursuant to Article V, Step 5 of Section E of this Agreement. Failure to notify the City within the time limits specified will result in the Union waiving their right of appeal.**

- C. Appeal of a suspension for a definite period or a reduction in rank to arbitration shall act as a stay until a decision is rendered.
- D. Neither party waives its rights pursuant to Ohio Revised Code, Chapter 2711.

ARTICLE XXVII

WAGES

- A. Effective **January 1, 2022, there will be a 4%** increase for all bargaining unit members.
 - B. Effective **January 1, 2023, there will be a 4%** increase for all bargaining unit members.
 - C. Effective **January 1, 2024, there will be a 3%** increase for all bargaining unit members.
 - D. The applicable pay scale is attached, hereto, as Appendix D.
- 2 - DIRECT DEPOSIT

Bargaining unit members are required to have Direct Deposit of their weekly paychecks **and/or any additional compensation including stipends.**

ARTICLE XXVIII

LAYOFF, DISPLACEMENT, AND RECALL

- Section 1. City Seniority. For purposes of this Article, City Seniority shall be defined as the length of continuous service with the City of Akron. City Seniority, for purposes of layoff, displacement and recall shall mean:
- 1. The amount of continuous service a permanent employee has accumulated in the classified service of the City of Akron.
 - 3. Any permanent employee who has served as a temporary, seasonal, provisional, or probationary employee and who has achieved permanent status, with no interruption in service, shall receive seniority credit for the continuous service including the period served as a temporary, seasonal, provisional or probationary appointee employee.
 - 4. Permanent part-time employees shall have their continuous service prorated as it relates to full-time employment.
 - 5. Any personal leave without pay, or disciplinary action in excess of sixteen (16) consecutive calendar days, shall be subtracted when computing the continuous service of an employee except sick leave or military leave for

purposes of determining total seniority credit. The seniority computation shall not be affected by leaves in the excess of sixteen (16) consecutive calendar days that are protected by law or if the employee has participated in furloughs.

6. The continuous service of a permanent employee who has resigned and been reinstated shall be computed from the time of the last reinstatement and no seniority credit shall accrue for service prior thereto.
6. Any employee, who has been laid-off from a position in the classified service of the City of Akron, shall upon reinstatement, have the time while on layoff subtracted from the computation of continuous service for purposes of determining total seniority credit.

Seniority-in-Rank. Seniority-in-rank shall be defined within each rank, for the rank of Sergeants and above, as the length of time a bargaining unit member has worked within that rank, as designated by the bargaining unit member's seniority ranking on the "S-List" maintained by the Akron Police Division. However, Seniority-in-rank, as designated on the S-List, shall be adjusted for purposes of layoff, displacement and recall, as set forth in subsections (1) through (6) above.

- Section 2. Whenever it becomes necessary to reduce the number of bargaining unit members in the City of Akron, for reasons of lack of work or lack of funds, the appointing authority shall have the power to lay off bargaining unit members.
- Section 3. The appointing authority shall determine the number of reductions within each rank. Beginning with the highest rank affected, the bargaining unit member with the lowest Seniority-in-rank, as determined on the S-List (as adjusted), shall be bumped down to the next lower rank, and shall be given a Seniority-in-rank designation on the S-List that the bargaining unit member held when he/she was promoted from that rank. The same process shall be followed in each lower rank until the bargaining unit members with the least City Seniority are laid off.
- Section 4. In the event two (2) or more bargaining unit members have equal seniority, the order of layoff will be determined by the bargaining unit members' final grades received in the selection or promotion process for their current position; the bargaining unit member with the lowest final grade to be laid-off first. Should the preceding procedure fail to determine the layoff order, the date of application for the current rank shall determine the layoff order, the bargaining unit member with the latest application date to be laid-off first.
- Section 5. Bargaining unit members subject to layoff shall be given a written notice of the layoff by the appointing authority at least fourteen (14) calendar days prior to the effective date of the layoff.

- Section 6. Bargaining unit members subject to layoff shall have the option of receiving all of their terminal pay in their final pay, unless the bargaining unit member notifies the Police Chief in writing that he or she wishes to defer his or her payout for one (1) calendar year. In such case, if the bargaining unit member is recalled within one (1) calendar year, the paid time will be restored to the bargaining unit member. If the bargaining unit member is not recalled within one (1) calendar year, and has not received his/her terminal pay, the terminal pay will be paid to the bargaining unit member at the rate of pay at the time of layoff.
- Section 7. Bargaining unit members who have been laid off shall be subject to recall in the reverse order of their lay-off, i.e. the last bargaining unit member to be laid off shall be the first bargaining unit member to be recalled. Rank shall be restored in the same fashion; the last bargaining unit member who was reduced in rank shall be the first bargaining unit member whose rank is restored.
- Section 8. Bargaining unit members shall retain recall rights from layoff for four (4) years from the date of layoff. The right of a bargaining unit member who was reduced in rank due to layoff and/or displacement, shall retain the right to have his/her rank restored, without time limits.
- Section 9. Notices of recall shall be mailed, return receipt requested, to the bargaining unit member's last address on file with the **Director of Human Resources**. It is the responsibility of the bargaining unit member on lay off to notify the **Director of Human Resources** of any change in address, including any temporary change in address in the event the bargaining unit member will be away for more than two (2) weeks. Upon actual receipt of the recall notice, the bargaining unit member shall notify the **Director of Human Resources** within five (5) business days of his or her intent to accept the recall. If the bargaining unit member fails to receive the recall notice because the bargaining unit member no longer lives at the last-known address or is away from the address for more than two (2) weeks, and has not provided a temporary forwarding address, then the bargaining unit member shall forfeit any recall rights. Laid off bargaining unit members who are members of the military will retain all rights in accordance with USERRA.
- Section 10. Once a bargaining unit member is recalled to work, the bargaining unit member must return to work within two (2) weeks of notifying the **Director of Human Resources** that he or she is accepting the recall. Bargaining unit members may return to work earlier, with the consent of the Police Chief.
- Section 11. If layoffs, displacements, or recalls result in the need to re-bid any positions, the parties will meet to negotiate the effects of the layoffs, displacements or recalls on the bidding procedure in the Agreement. Any disputes regarding the bidding of positions may be addressed through arbitration.

Section 12. Any grievance filed concerning this Article may be processed directly to arbitration. If a timely public records request is made, the City will provide existing records prior to the arbitration hearing.

ARTICLE XXIX

PROMOTIONS

Section 1. All promotions within the bargaining unit (Sergeants, Lieutenants, and/or Captains) shall be made from eligibility lists, created pursuant to Human Resource Procedure IV ELIGIBLE LISTS dated October 26, 2018. There shall be no preference or bonus points except for seniority. The Chief shall select the candidate using a Rule of 3, subject to the approval of the Mayor.

Section 2. **Any member that gets promoted will immediately receive a pay increase of 8% over the top pay of the previous rank. Upon completing one year of service in the supervisory position, the member shall receive 16% over the top pay of the previous rank.**

ARTICLE XXX

TERM

This Agreement shall be in effect for an initial period commencing **January 1, 2022**, and ending **December 31, 2024**. Both parties agree to commence negotiations at least sixty (60) days, but not more than one hundred twenty (120) days prior to the termination date of this Agreement, unless otherwise agreed.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 2 day of Dec, 2022.

Fraternal Order of Police Lodge #7



Clay Cozart, President and
Negotiating Committee Chairman



Mike Koubek, First Vice President

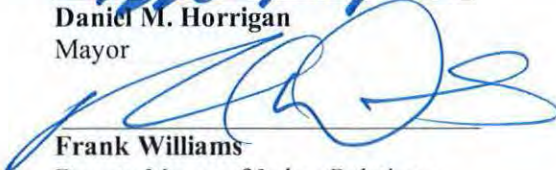


Brian Armstead
2nd Vice President

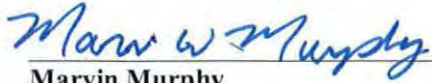
City of Akron, Ohio



Daniel M. Horrigan
Mayor



Frank Williams
Deputy Mayor of Labor Relations



Marvin Murphy
Recording Secretary



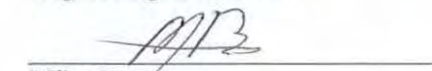
Mike Stoyer
Conductor



Mark Duncan
Negotiating Committee



Pat McMillan
Negotiating Committee



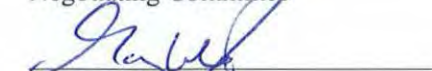
Mike Bruvarny
Negotiating Committee



Jeff Smith
Negotiating Committee



Ryan McPherson
Negotiating Committee



Gary White
Negotiating Committee

Approved as to legal form
and correctness:



Eve V. Belfance
Director of Law



APPENDIX A
DRUG SCREENING PROGRAM FOR SWORN EMPLOYEES
OF THE AKRON POLICE DIVISION

I. POLICY STATEMENT

The City of Akron (City) and FOP, Akron Lodge #7, recognize their obligation to provide a safe and efficient workplace and service to the public. Substance abuse poses a direct threat to the public safety and welfare and to the employees of the Police Division. The goal of this Program is, therefore, to provide Police Division employees who are free from the effects of drugs in order to ensure the safety of the public as well as the safety of the employees.

Public trust and confidence in the integrity of the Police Division is also threatened by suspicion of officer drug use. Finally, officer drug use impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by police officers and thereby insure the integrity of the Police Division and preserve public trust and confidence in a fit and drug-free Police Division.

The City and the FOP are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the City's Employee Assistance Program (EAP) are the two (2) primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

A. LEGAL DRUGS

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance, or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

B. ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

II. DEFINITIONS

For purposes of this Drug Screening Policy, the following terms shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the City of Akron.
2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (C), the possession or sale of which is prohibited by law.
3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
5. "Medical Provider" means the facility mutually approved by the City and the Fraternal Order of Police, which may change from time to time, which collects, screens and/or stores urine samples.
6. "Medical Review Officer" (MRO) means the physician mutually approved by the City and the Fraternal Order of Police whose primary responsibility is to review and interpret positive test results obtained through this Drug Screening Program.
7. "Employment related accident" means any accident that occurs in the course of, or within the scope of, employment regardless of whether the employee is physically located on City premises at the time of the accident.
8. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.
9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the City and Fraternal Order of Police and set forth in IV (C).
10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV (C) of this policy.

III. PROCEDURES

(A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage under any of the following conditions:

1. Whenever an employee's behavior creates a reasonable suspicion of drug use. – The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors, may be sufficient to constitute reasonable suspicion.
 - a. Direct observation of drug use.
 - b. Possession of drugs or related paraphernalia.
 - c. Employee admissions of drug use or possession.
 - d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control.
 - e. Any tampering with the drug screening process.
 - f. Any arrest for any drug-related criminal offense, or the filing of any drug-related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot, by themselves, serve to constitute reasonable suspicion:

- a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave.
 - b. Excessive or repetitive vehicular, equipmental, or other workplace accidents.
2. Whenever an employee is involved in a motor vehicle accident resulting in personal injury or property damage. – Any employee involved in an employment-related accident may be subject to screening. The Chief or his/her designee will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within seventy-two (72) hours.
 3. Whenever an employee is transferred, or assigned to fill a sensitive position. – Any employee temporarily assigned to a sensitive position is

subject to screening, provided the assignment is expected to last beyond a two (2) week period. The "sensitive positions," which may subject the employee to screening, are listed below.

- a. Forensic laboratory personnel including, but not limited to, the Crime Scene Unit.
- b. Drug interdiction and enforcement personnel including, but not limited to, the Narcotics and Vice Squads, DARE Unit, and other units with high potential for exposure to substance abuse.
- c. Special response teams including, but not limited to, SWAT and TAC Units.
- d. Property Room Personnel.
- e. Office of Professional Standards and Accountability.

The Chief, representatives of the Fraternal Order of Police, Lodge #7, and representatives of the Office of Labor Relations shall determine whether a position falls within one of the sensitive position categories.

- 4. Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.
- 5. Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence. – Such an employee shall be required to undergo a minimum of twelve (12) urine tests within the one (1) year period starting with the date of return to duty.
- 6. Whenever an employee is certified from a promotional eligibility list. – All promotions will be contingent upon a negative test result.
- 7. When randomly selected. All employees shall be subject to random drug screening. All employees will be assigned a confidential identification number. The identification numbers of all employees will be entered into a computer. Once each calendar month **plus two (2) additional random group tests at the discretion of the Chief, or his/her designee**, the computer will select **thirty-five (35)** of the entered identification numbers. A list of the selected identification numbers is then forwarded to the Chief, or Acting Chief. The Chief or Acting Chief matches the list of selected numbers against a master list in the presence of a representative from the Fraternal Order of Police. The selected employees will then be screened within five (5) calendar days. Notification of screening will be withheld

from the selected employee until the day of the screening so that the screening is not compromised. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

(B.) DECISION TO SCREEN FOR CAUSE

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Chief, or a Deputy Chief, of the reasons he/she suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or be in possession of a firearm. The supervisor shall, before the end of the shift, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The Chief, or a Deputy Chief, will determine whether sufficient suspicion exists to warrant screening, and the determination will be based only upon reliable information as set forth in III (A)(1).

If the Chief, or Deputy Chief, determines that an employee must participate in the screening process, it will be considered a direct order.

The Chief, Deputy Chief, or the employee's supervisor, will then telephone the Medical Provider to notify them that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Deputy Chief, or the employee's supervisor will inform the employee of the date the employee is to resume work.

(C.) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided an FOP representative to accompany the employee and the supervisor to the testing site. The employee may release the FOP representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

IV. SCREENING PROCESS

(A.) SAMPLE COLLECTION

Specimen collection will occur in a medical or other secure setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with photo I.D. or fingerprint prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's A.P.D. identification number, date, and time of collection. After collection, the sample will be sealed, the Chain of Custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

(B.) TESTING METHODOLOGY

The Medical Provider selected by the City and the Fraternal Order of Police to conduct the analysis must be experienced and capable of quality control, documentation, Chain of Custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing, or processing phase, shall consist of a two-step procedure.

- i. Initial screening step, and;
- ii. Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

(C.) SCREENING STANDARDS

The City and the Fraternal Order of Police in consultation with the Medical Provider have determined the type of screening to be used. The specific substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

Drug	Initial Screening Level	Confirmation Level
Amphetamines	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	150 ng/ml	100 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml
	*25 ng/ml if immunoassay (specific for free morphine)	
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should SAMHSA add to, or delete from, the current panel of controlled substances, or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes. Such changes will be reflected in the subsequent bargaining agreement.

(D.) SCREEN RESULTS

1. Negative Results

If the screen results are negative, the results will be reported, in writing, to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples

otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any SAMHSA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For Chain of Custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings, and employee appeals.

(E.) ROLE OF MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or Acting Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not

disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

V. DISCIPLINARY ACTION AND APPEAL

- A. Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him/her and has had an opportunity to respond.
- B. Employees who as a result of being drug tested are found to be using illegal drugs may be subject to dismissal. Voluntary submission to a program may be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. Refusal to submit to a drug test may also be grounds for dismissal. Adulteration of, or switching a urine sample, shall be grounds for dismissal.
- C. Employees may appeal any formal disciplinary action to the Mayor and the Civil Service Commission, subject to the conditions stated in Section 72 of the City Charter and the Akron Police Department Rules and Regulations. In lieu of an appeal to the Civil Service Commission, the Union may appeal the disciplinary action to arbitration.

VI. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug-dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this Program. If the Chief, or Acting Chief, refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the Program.

The City's EAP is separate and distinct from the Police Department and this Drug Screen Program, and therefore, any referral or treatment is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

VII. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to above is Summa Health Systems.

VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

1. All employees will be informed of the Division's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.
2. There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

IX. PROBATIONARY EMPLOYEE DRUG TESTING

- (A.) All newly-hired probationary employees shall be required, as a condition of employment, to participate in any unannounced mass/mandatory drug tests scheduled during the probationary period.

TIME BANK

I. PURPOSE

- A. The purpose of the Time Bank is to assure a member of the program that he/she will not be removed from the payroll during the first year of illness or incapacity due to an off-duty injury which causes him/her to use all time off available to him/her.

II. ELIGIBILITY

- A. Any sworn member of the Akron Police Division, hereinafter referred to as employee, who has completed his/her initial probation period, is eligible to join this program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the Time Bank Committee. Employees who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, within the above stated forty-five (45) day period and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment, employees will have the opportunity to join during the first two (2) weeks of January of each subsequent year.
 - 1.) The Time Bank Committee may review any applicant's past record of sick time use before allowing the applicant to join the program.
 - 2.) A past record of sick time abuse shall be sufficient to refuse any applicant admission into the program.

III. TIME DONATION

- A. Each employee who wishes to enroll in the Time Bank shall be required to donate four (4) hours of time to the program at the time he/she joins it.
 - 1.) The following types of time may be donated:
 - a. Paid Leave Hours
 - b. Compensatory Time
 - c. Holidays
- B. When the available time in the Time Bank is reduced to one hundred (100) hours through withdrawals, additional donations of time shall be required to bring the amount of time in the Time Bank back to the five hundred (500) hour level. Such donations shall be made in the following order:

- 1.) A drawing shall be held by the Time Bank Committee to determine the letter of the alphabet that will start the second round of donations.
 - a. The entire roster must then be gone through before a member can be called on for the third round donation, and so forth.
- C. If a member is called on for a donation and fails to respond, he/she shall be dropped from the program providing he/she has available hours to donate. If the member fails to respond due to having insufficient hours to donate, he/she will be continued on the program providing he/she contributes at the first opportunity he/she has hours available.
- D. Effective January 1, 1995, and each year thereafter, the City of Akron agrees to place into the Time Bank One-Hundred percent (100%) of all informal disciplinary time from the previous year.

IV. TIME BANK ADMINISTRATION

- A. The Time Bank shall be maintained and administered by the Benefits Officer who shall report, in writing, any withdrawals from, or donations to, the Time Bank to the Chief of Police and the Time Bank Committee.
- B. A committee shall be established by the Chief of Police consisting of five (5) members appointed for terms of five (5), four (4), three (3), two (2) and one (1) year(s) who shall elect a committee chairman from among themselves. In each succeeding year the Chief of Police shall appoint one (1) committee member to a five (5) year term.
 - 1.) The committee shall investigate each member applying to withdraw time from the Time Bank and assure that the member meets all of the established requirements for the withdrawal of time.
 - 2.) The committee shall report its findings and recommendations to the Chief of Police and make reports, upon request, to the Deputy Mayor of Labor Relations or Labor Relations Director containing any information requested.
- C. The Chief of Police, upon receiving a report from the Time Bank Committee, shall notify the Administrative Agent whether a withdrawal of time is allowed or disallowed.
 - 1.) The Chief of Police may, with good and reasonable cause, disallow withdrawal of time from the Time Bank even though the committee has recommended approval; however, if he/she does he/she must notify the committee of his reason as for doing so.

V. USE OF TIME BANK

- A. When a member off duty has used all time off available to him/her and is within fifteen (15) days of using all of his/her accumulated sick time, the Personnel Officer shall notify the Chief of Police, the Time Bank Committee, the Benefits Officer and the member concerned.
- B. The member shall furnish such information and physician's statements to the committee, as they may require, to make a decision.
- C. Any member drawing time from the Time Bank may be required by the committee to periodically furnish them with additional information or physician's statements during the time the member is off.
- D. The length of time available to any one (1) member through the Time Bank is six (6) calendar months; however, under exceptional circumstances a member on extended sick leave may apply for one (1) extension of time not to exceed six (6) calendar months if his/her physician will assure the committee that at the end of the extension of time the member will be sufficiently recovered to return to active duty.
- E. In no case where regular sick leave has been abused by the member shall he/she be granted time from the Time Bank.
 - 1.) The committee shall have the right to determine if sick leave has been abused in the past by investigating an employee's past record of sick leave usage to determine the character and frequency of any sick leave taken.
 - 2.) The committee shall have the right to require proof of illness or injury in the investigation of past sick leave use.
- F. Additional qualifications may be imposed from time to time by agreement between the Fraternal Order of Police, the Chief of Police and the Deputy Mayor of Labor Relations, or his/her designees.

VI. SCOPE OF AGREEMENT

It is expressly understood that this AGREEMENT is subject to all applicable provisions of statutes, City Charter, Ordinances, and Civil Service Commission Rules and Regulations, as well as the Rules and Regulations of the Police Division; the parties shall continue to be bound by such provisions, both as they now exist and as the same may be amended and supplemented from time to time.

MEMORANDUM OF AGREEMENT

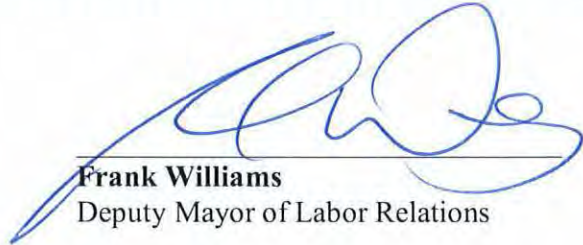
In 2012 negotiations, the City of Akron and the Fraternal Order of Police Akron Lodge #7, as well as Local 330, AFSCME, and CSPA agreed to participate in a Labor Management Health Care Committee.

This Committee shall be comprised of representatives from each of the City of Akron's bargaining units. Each union may designate two (2) representatives and the unions may also hire their own consultant, at their cost, to attend the Committee meetings. This Committee has the responsibility to examine and recommend health care cost-savings, but has no authority to modify health care benefits in the existing Collective Bargaining Agreement.

Beginning in January 2022, the Committee shall meet quarterly unless waived by mutual consent of the parties.



Clay Cozart, President
FOP, Lodge #7



Frank Williams
Deputy Mayor of Labor Relations

Date: 12/2/22

The parties agree that the attached letters remain a part of the contract and that the content of the letters speak for themselves.

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Dear Mr. Williams:

This letter is to reaffirm the City of Akron's commitment made that should the Police and Firemen's Disability and Pension Fund of Ohio's health insurance plan, or a successor plan, cease to provide benefits to eligible City of Akron retirees, spouses and dependent children, and widows and widowers, the City of Akron would become the primary insurer of benefits authorized by the City of Akron ordinances.

In cases where another health plan or plans' liability precedes that of the City of Akron plan, the City of Akron will continue to provide benefits in its order of liability.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2022

Mr. Clay Cozart, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Secondary Employment Rates

Dear **Mr. Cozart**:

The following rates will be in effect upon ratification of the 2022-2024 Agreement.

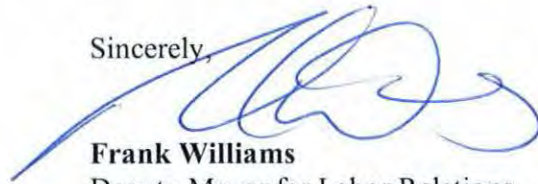
Non-Supervisor Capacity:

Traffic Jobs	\$50.00
Bars	\$50.00
All Other Extra Jobs	\$40.00

The rate of pay for a Sergeant and above acting as supervisors in the course of secondary employment shall always be (\$3.00) per hour higher than the patrol officer rate.

No officer shall work or solicit jobs at less or greater rates than stated above, unless permission is received in writing from the Chief of Police, with a copy being provided to the FOP President.

Sincerely,



Frank Williams
Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Dear Mr. Williams:

This will confirm our commitment regarding Rule 400.05-a.) of the Police Rules and Regulations.

400.05: Members will wear the official Police Division uniform prescribed by the Police Division Uniform Specifications while on duty.

a.) Wearing of the uniform cap is optional except under the following conditions:

1. When directing traffic;
2. When working crowd control (special events);
3. With the dress uniform.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Physical Fitness

Dear Mr. Williams:

The City will furnish membership privileges to the Balch Street fitness facility or another facility designated by the City beginning January 3, 2019, for each bargaining unit member.

In 2003 negotiations, the parties have agreed that this incentive shall not be used to engage in competitive sports, competitive sports training, or for recreational sports activities.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Fitness Testing

Dear Mr. Williams:

During 2003 labor negotiations between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, the parties negotiated the following change to the Akron Police Department's Physical Fitness Policy (P-2003-069).

- A. Effective January 1, 2004, bargaining unit members hired between 09/10/84 to and including 12/26/94, must do one of the following:
 - 1. Maintain a level of fitness whereby the officer falls within the guidelines as specified in the Health Maintenance Requirements Agreement signed by the bargaining unit member or;
 - 2. Complete the Criterion Task Test (CTT) within the time limits specified by ARA Human Factors Incorporated. However, officers will be given the option to climb the wooden barrier that is presently part of the Criterion Task Test, or a six (6) foot chain-link fence.

- B. Officers hired on or after 08/29/95 will be required to successfully complete, on an annual basis, one (1) of the following tests:
 - 1. Complete the Criterion Task Test (CTT), within the time limits specified, by ARA Human Factors Incorporated.
 - 2. Complete the Criterion Task Test (CTT), within the time limits specified, by ARA Human Factors Incorporated. However, officers will be given the option to climb the wooden barrier that is presently part of the Criterion Task Test, or a six (6) foot chain-link fence.

Changes in the Physical Fitness Policy, as agreed upon in 2003 negotiations, cannot be changed without the mutual consent of the City of Akron and the Fraternal Order of Police, Akron Lodge #7.

However, if the changes are deemed invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or found to be in conflict with state and federal laws, Charter of the City of Akron, or Civil Service Rules, the City of Akron and the Fraternal Order of Police, Akron Lodge #7, will meet within thirty (30) days to negotiate an alternate test. All other provisions of the Physical Fitness Policy will remain in full force and effect.

Sincerely,

/s/Randy Briggs

Randy Briggs

Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Medical Waiver for Physical Fitness Policy

Dear Mr. Williams:

During 2006 negotiations, the City of Akron agreed with the Fraternal Order of Police, Akron Lodge #7, that within sixty (60) days of ratification of the labor agreement, the parties will meet to develop a medical waiver provision under which testing, pursuant to the Physical Fitness Policy (P-2003-069), may be postponed due to medical reasons.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Staffing Changes

Dear Mr. Williams:

During the 2016 labor negotiations between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, the parties agreed to the following staffing changes in the Akron Police Department:

- A. The Warrants Unit shall be eliminated. One (1) of the former warrants positions shall become a new position in the Court Security Unit, with duties to include misdemeanor warrants. The other former warrants position shall become Detective Bureau General Assignment, 3:00 p.m. to 11:00 p.m.
- B. The Detective Bureau desk positions on 3:00 p.m. to 11:00 p.m. and from 11:00 p.m. to 7:00 a.m. shall be eliminated. These positions shall become 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. Detective Bureau General Assignment positions.
- C. When the current Property Room detective on the 12:00 p.m. to 8:00 p.m. shift leaves that position, the hours of that position will be changed to 3:00 p.m. to 11:00 p.m. and it will remain an exempt position.
- D. There shall be created an additional Property Room detective position for 3:00 p.m. to 11:00 p.m., which shall be a bid position.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Personal Holiday

Dear Mr. Williams:

During the 2019 negotiations, the City of Akron agreed with the Fraternal Order of Police, Akron Lodge #7, that Personal Days are paid out independently of the 12 Holidays that are prorated upon separation from employment with the City of Akron, as stated in article XX.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

January 1, 2022

Mr. **Clay Cozart**, President
Fraternal Order of Police, Akron Lodge 7
217 S. High Street, Room 405
Akron, OH 44308

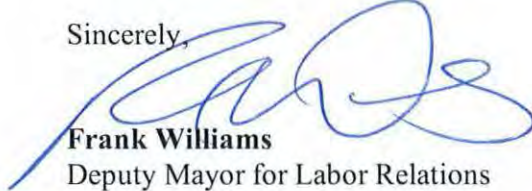
Re: Officer Parking

Dear **Mr. Cozart**,

During the 2021 negotiations, the City of Akron agreed with the Fraternal Order of Police, Akron Lodge 7 to pay \$700 monthly towards the costs associated with officer parking, as per Ordinance No. 805-1983.

The City of Akron and the Police Administration agree upon ratification of this agreement, the Chief of Police and/or his designee and the President of the FOP and/or his designee shall begin meeting to discuss secured parking for all sworn personnel.

Sincerely,



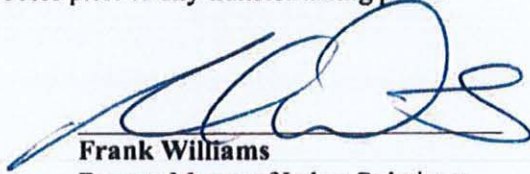
Frank Williams
Deputy Mayor for Labor Relations

Side Letter

In the event that the City of Akron Communications and Dispatch operations enters into any agreement to merge, consolidate or regionalize with any other non-City of Akron Communications and/or Dispatch operation, the union agrees that the City may, at the City's discretion, transfer some or all sworn police officers from the Communications and Dispatch operations to positions within other divisions within the Police Department. The City agrees to meet with the Union to discuss the transfer process prior to any transfer taking place.



Clay Cozart, President
FOP Lodge #7



Frank Williams
Deputy Mayor of Labor Relations

Date: 12.2.22

January 1, 2019

Mr. Frank Williams, President
Fraternal Order of Police, Akron Lodge #7
217 S. High Street, Room 403
Akron, OH 44308

Re: Promotional Exams

Dear Mr. Williams:

During the 2019 labor negotiations between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, the parties agreed that the appeals procedure applicable for the below two (2) referenced matters only, will be as follows:

- 1.) Officers denied permission to compete in a promotional exam or whose promotional exam is disqualified. An officer who, by order of the Director of Human Resources, is denied permission to compete in a promotional examination, or whose promotional examination is disqualified from consideration, may within five (5) business days of notice of rejection or disqualification, appeal in writing, using the appropriate form provided by the Department of Human Resources, to the Deputy Mayor of Labor Relations. The Deputy Mayor of Labor Relations or his/her designee will meet with the employee and his/her FOP representative, and a representative from the Department of Human Resources, to discuss the issue. The Deputy Mayor of Labor Relations will then render a final determination to determine if the employee may compete in the promotional examination or should be disqualified from consideration, as applicable.
- 2.) Protesting written promotional examination question(s). After the completion of the internal review process, as set forth under the Human Resource Procedures and Policies, Procedure III, Section 13 (2) (stated for purpose of reference only), and a decision by the Director of Human Resources is issued regarding the validity of a question as further provided in that Section, an employee may, within five (5) business days upon receipt of the Director of Human Resources decision, appeal that decision anonymously to the Deputy Mayor of Labor Relations. Appeals must be in writing, utilizing the form provided by the Department of Human Resources, specifying in detail their objection to each protested exam question. The Deputy Mayor of Labor Relations will then render a final determination to determine the validity of the question(s) at issue.

- 3.) The decision of the Deputy Mayor of Labor Relations is a final and binding determination on the matters above and not subject to any further appeal through the grievance procedure;
- 4.) This side letter effectively addresses the Memorandum of Understanding (MOU) dated August 15, 2018, as the parties have reached mutual agreement regarding the terms set forth in the MOU;
- 5.) This Side Letter under will nullify the August 15, 2018, MOU.

Sincerely,

/s/Randy Briggs
Randy Briggs
Deputy Mayor for Labor Relations

**City of Akron
Medical and Prescription Drug Benefit Appendix B**

2022

Medical	Network		Non-Network
	Network	Non-Network	
Benefit Period Dependent Age Unit Plan Maximum Benefit Period Deductible - Single/Family (Embedded)	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	\$300/\$600
			\$300/\$600
Deductible Co-pay Common Accident	80%	70%	
	Not Included	Not Included	
Contraception Dental Durable Out of Pocket Maximum (Including Deductible) - Single/Family Physician/Office Services	\$1,500/\$3,000	\$3,000/\$6,000	
Office Visit - PCP	\$15 Copay	70%*	
Office Visit - Specialist	\$40 Copay	70%*	
Telemedicine Visit	\$15 Copay	N/A	
Allegra Testing and Treatments Immunizations (Non ACA) Travel-related Immunizations (N/C)	00% after deductible	70% after deductible	
Preventive Care	100%	70% after deductible	
Health Care Reform Preventive Benefits	100%	70% after deductible	
Health Care Reform Preventive Benefits for Women Routine Adult Physical Exams/Immunizations (1 Year Benefit Period) ACA Routine Well Child Exam/Immunizations Routine Prenatal Care/Exam (1 per benefit period) Routine Mammograms Pap Test (1 per benefit period) Endoscopic Services Laboratory/Artery	100%	70% after deductible	
Emergency Medical Care Emergency Room (Facility and Physician Services) Non-Emergency Care in ER (Treat and Physician Services) Emergency Use of Ambulance Non-Emergency Use of Ambulance U/Son Care Provider	\$200 Copay/80% 80% after deductible 80% after deductible \$45 Copay	\$200 Copay/70% 70% after deductible 70% after deductible 70%*	
Important Services Hospital Room & Board and Ancillaries Physician Medical Care Visits Professional Services (X-rays, CT Scans, etc.) Maternity (Subscriber, Spouse & dependent coverage) Nursery Care Skilled Nursing	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 100 days	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible 100 days	
Outpatient Services Diagnostic Lab X-Ray, and Medical Tests Diabetic Education and Training Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Oral Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Home Health Care	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible	
Capitol Therapy Cardiac Rehabilitation Chiropractic Radiation Therapy	80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible	

2023

Medical	Network		Non-Network
	Network	Non-Network	
Benefit Period Dependent Age Unit Plan Maximum Benefit Period Deductible - Single/Family (Embedded)	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	\$300/\$600
			\$300/\$600
Deductible Co-pay Common Accident	80%	70%	
	Not Included	Not Included	
Contraception Dental Durable Out of Pocket Maximum (Including Deductible) - Single/Family Physician/Office Services	\$1,500/\$3,000	\$3,000/\$6,000	
Office Visit - PCP	\$15 Copay	70%*	
Office Visit - Specialist	\$40 Copay	70%*	
Telemedicine Visit	\$15 Copay	N/A	
Allegra Testing and Treatments Immunizations (Non ACA) Travel-related Immunizations (N/C)	00% after deductible	70% after deductible	
Preventive Care	100%	70% after deductible	
Health Care Reform Preventive Benefits	100%	70% after deductible	
Health Care Reform Preventive Benefits for Women Routine Adult Physical Exams/Immunizations (1 Year Benefit Period) ACA Routine Well Child Exam/Immunizations Routine Prenatal Care/Exam (1 per benefit period) Routine Mammograms Pap Test (1 per benefit period) Endoscopic Services Laboratory/Artery	100%	70% after deductible	
Emergency Medical Care Emergency Room (Facility and Physician Services) Non-Emergency Care in ER (Treat and Physician Services) Emergency Use of Ambulance Non-Emergency Use of Ambulance U/Son Care Provider	\$200 Copay/80% 80% after deductible 80% after deductible \$45 Copay	\$200 Copay/70% 70% after deductible 70% after deductible 70%*	
Important Services Hospital Room & Board and Ancillaries Physician Medical Care Visits Professional Services (X-rays, CT Scans, etc.) Maternity (Subscriber, Spouse & dependent coverage) Nursery Care Skilled Nursing	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 100 days	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible 100 days	
Outpatient Services Diagnostic Lab X-Ray, and Medical Tests Diabetic Education and Training Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Oral Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Home Health Care	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible	
Capitol Therapy Cardiac Rehabilitation Chiropractic Radiation Therapy	80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible	

2024

Medical	Network		Non-Network
	Network	Non-Network	
Benefit Period Dependent Age Unit Plan Maximum Benefit Period Deductible - Single/Family (Embedded)	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	January 1st through December 31st Age 25 - Removal upon End of Month Unlimited	\$300/\$600
			\$300/\$600
Deductible Co-pay Common Accident	80%	70%	
	Not Included	Not Included	
Contraception Dental Durable Out of Pocket Maximum (Including Deductible) - Single/Family Physician/Office Services	\$1,500/\$3,000	\$3,000/\$6,000	
Office Visit - PCP	\$15 Copay	70%*	
Office Visit - Specialist	\$40 Copay	70%*	
Telemedicine Visit	\$15 Copay	N/A	
Allegra Testing and Treatments Immunizations (Non ACA) Travel-related Immunizations (N/C)	00% after deductible	70% after deductible	
Preventive Care	100%	70% after deductible	
Health Care Reform Preventive Benefits	100%	70% after deductible	
Health Care Reform Preventive Benefits for Women Routine Adult Physical Exams/Immunizations (1 Year Benefit Period) ACA Routine Well Child Exam/Immunizations Routine Prenatal Care/Exam (1 per benefit period) Routine Mammograms Pap Test (1 per benefit period) Endoscopic Services Laboratory/Artery	100%	70% after deductible	
Emergency Medical Care Emergency Room (Facility and Physician Services) Non-Emergency Care in ER (Treat and Physician Services) Emergency Use of Ambulance Non-Emergency Use of Ambulance U/Son Care Provider	\$200 Copay/80% 80% after deductible 80% after deductible \$45 Copay	\$200 Copay/70% 70% after deductible 70% after deductible 70%*	
Important Services Hospital Room & Board and Ancillaries Physician Medical Care Visits Professional Services (X-rays, CT Scans, etc.) Maternity (Subscriber, Spouse & dependent coverage) Nursery Care Skilled Nursing	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 100 days	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible 100 days	
Outpatient Services Diagnostic Lab X-Ray, and Medical Tests Diabetic Education and Training Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Oral Surgical Services (Surgeon, Anesthesia, Assistant Surgeon) Home Health Care	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible 70% after deductible	
Capitol Therapy Cardiac Rehabilitation Chiropractic Radiation Therapy	80% after deductible 80% after deductible 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible 70% after deductible	

Medical and Prescription Drug Benefit Appendix B

	2022	
	Network	Non-Network
Dialysis Treatments	80% after deductible	70% after deductible
Diagnostic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Physical Therapy/Occupational Therapy (25 visit combined maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Speech Therapy (12 visit maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse Services		
Inpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Outpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Other Services		
Acupuncture	Benefits paid based on services rendered	Benefits paid based on services rendered
Applied Behavioral Analysis (ABA)		
Gender Affirming Surgery	The City covers medically necessary services for the treatment of gender dysphoria, subject to accepted medical clinical guidelines.	The City covers medically necessary services for the treatment of gender dysphoria, subject to accepted medical clinical guidelines.
Gender Affirming Surgery	80% after deductible	70% after deductible
Herpetic	80% after deductible	70% after deductible
Private Duty Nursing	Not Covered	Not Covered
Th1	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Weight Loss Surgical Services***	80% after deductible	70% after deductible
Organ Transplant	80% after deductible	70% after deductible
Drugs and Biologics	80% after deductible	70% after deductible
In Vitro Fertilization and Adrenal Insufficiency	80% after deductible	70% after deductible
11 Radial Keratotomy (Employee Only)	Unlimited to \$6,000 lifetime max per eye	Unlimited to \$6,000 lifetime max per eye
Hearing Benefits	80% after deductible	70% after deductible
Hearing Aid, Evaluation, Custom Fit (1 each/earling 36 months)	80% after deductible	70% after deductible

	2023	
	Network	Non-Network
Dialysis Treatments	80% after deductible	70% after deductible
Diagnostic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Physical Therapy/Occupational Therapy (25 visit combined maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Speech Therapy (12 visit maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse Services		
Inpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Outpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Other Services		
Acupuncture	Benefits paid based on services rendered	Benefits paid based on services rendered
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Hearing Benefits	80% after deductible	70% after deductible
Hearing Aid, Evaluation, Custom Fit (1 each/earling 36 months)	80% after deductible	70% after deductible

	2024	
	Network	Non-Network
Dialysis Treatments	80% after deductible	70% after deductible
Diagnostic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Physical Therapy/Occupational Therapy (25 visit combined maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Speech Therapy (12 visit maximum; thereafter subject to medical review)	80% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse Services		
Inpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Outpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Other Services		
Acupuncture	Benefits paid based on services rendered	Benefits paid based on services rendered
Applied Behavioral Analysis (ABA)		
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Drugs and Biologics	80% after deductible	70% after deductible
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Hearing Benefits	80% after deductible	70% after deductible
Hearing Aid, Evaluation, Custom Fit (1 each/earling 36 months)	80% after deductible	70% after deductible

Medical and Prescription Drug Benefit Appendix B

2022

Prescription Drug ¹ Tradeable	Network		Non-Network	
	None			
Rectal (Oral/Rectal supply) Prolonged and Chronic OTC with a prescription				
Generic	\$10	N/A	N/A	
Preferred Brand	\$20	N/A	N/A	
Non-Preferred Brand	\$40	N/A	N/A	
Specialty	\$50	N/A	N/A	
Non-OTC	\$100	N/A	N/A	
Mail Order/Rectal (Oral/Rectal supply)				
Generic	\$20	N/A	N/A	
Preferred Brand	\$40	N/A	N/A	
Non-Preferred Brand	\$80	N/A	N/A	
Maximum	\$200	N/A	N/A	
Maintenance Choice				
Formulary	Mandatory Maintenance Choice	N/A	N/A	
Excludes/Dispensation Drug: Quantity Limit	Advanced Control Formulary ²	N/A	N/A	
	10 pills for 30 days			
Medical and Prescription Drug Overall Out-of-Pocket Maximum				
Single/Family	\$1,500/\$3,000		\$3,000/\$6,000	

2023

Prescription Drug ¹ Tradeable	Network		Non-Network	
	None			
Rectal (Oral/Rectal supply) Prolonged and Chronic OTC with a prescription				
Generic	\$10	N/A	N/A	
Preferred Brand	\$20	N/A	N/A	
Non-Preferred Brand	\$40	N/A	N/A	
Specialty	\$50	N/A	N/A	
Non-OTC	\$100	N/A	N/A	
Mail Order/Rectal (Oral/Rectal supply)				
Generic	\$20	N/A	N/A	
Preferred Brand	\$40	N/A	N/A	
Non-Preferred Brand	\$80	N/A	N/A	
Maximum	\$200	N/A	N/A	
Maintenance Choice				
Formulary	Mandatory Maintenance Choice	N/A	N/A	
Excludes/Dispensation Drug: Quantity Limit	Advanced Control Formulary ²	N/A	N/A	
	10 pills for 30 days			
Medical and Prescription Drug Overall Out-of-Pocket Maximum				
Single/Family	\$1,500/\$3,000		\$3,000/\$6,000	

2024

Prescription Drug ¹ Tradeable	Network		Non-Network	
	None			
Rectal (Oral/Rectal supply) Prolonged and Chronic OTC with a prescription				
Generic	\$10	N/A	N/A	
Preferred Brand	\$20	N/A	N/A	
Non-Preferred Brand	\$40	N/A	N/A	
Specialty	\$50	N/A	N/A	
Non-OTC	\$100	N/A	N/A	
Mail Order/Rectal (Oral/Rectal supply)				
Generic	\$20	N/A	N/A	
Preferred Brand	\$40	N/A	N/A	
Non-Preferred Brand	\$80	N/A	N/A	
Maximum	\$200	N/A	N/A	
Maintenance Choice				
Formulary	Mandatory Maintenance Choice	N/A	N/A	
Excludes/Dispensation Drug: Quantity Limit	Advanced Control Formulary ²	N/A	N/A	
	10 pills for 30 days			
Medical and Prescription Drug Overall Out-of-Pocket Maximum				
Single/Family	\$1,500/\$3,000		\$3,000/\$6,000	

¹ In compliance with cost-sharing limits of the Affordable Care Act:

* After Deductible
 ** Copay waived if admitted
 *** Current criteria to qualify for surgery will remain unchanged.
 **** Out-of-Pocket Maximum will include copays and be capped in addition to coinsurance and the deductible.
 1. Currently available through certain at-guestic providers only - Cleveland Clinic.
 1.1. Currents Patient Location, Specialty, Last, and other surgical procedures to correct refractive errors.
 Includes Advanced Control Specialty Formulary.
 ** Copay for Outlets will be \$10. If it meets medical necessity criteria, it reverts to applicable tier on capex structure.
 Note: Network services with copayments are not subject to deductible and/or coinsurance. Except for Emergency Room Services, non-network services are subject to deductible and non-deductible coinsurance.
 Plans will have an embedded deductible. One individual must meet the single deductible. Two or more can meet a family deductible.

Conclusion (B)		
Single	\$60.00	
Family	\$120.00	

Conclusion (B)		
Single	9% capped at \$15 Single	
Family	9% capped at \$160 Family	

Conclusion (B)		
Single	10% capped at \$10 Single	
Family	10% capped at \$100 Family	

APPENDIX C



**The City of Akron
Dental Guard Network Access Plan (NAP) Program
Benefit & Cost Illustration - ALL ACTIVE EMPLOYEES**

Annual Maximum (Preventive, Basic and Major services combined)	\$1,500
Services	Percentage Paid
[REDACTED]	100%
<ul style="list-style-type: none">o Emergency Palliative Treatmento Fluoride Treatmentso Oral Examinationo Periodontal Maintenance Procedureo Space Maintainerso Teeth Cleaningo Topical Sealantso X-Rays	
[REDACTED]	100%
<ul style="list-style-type: none">o Endodontic Services/Root Canal Therapyo Fillingso General Anesthesia- surgical procedures onlyo Oral Surgeryo Periodontal Serviceso Repairs of dentures, bridgework, crowns, etc.	
[REDACTED]	60%
<ul style="list-style-type: none">o Bridges Installationo Crowns: Five Year Replacemento Dentures- Full and Partialo Implantso Inlayso Onlayso Posts	
[REDACTED]	60%
<ul style="list-style-type: none">o \$2,500 lifetime maximum	

APPENDIX C

Plan Features

- *In-network* benefits are based on a negotiated contracted fee schedule, *Out-of-network* benefits are based on usual, reasonable, and customary rates for a given area. While employees retain **complete freedom of choice**, the employee benefits by using an *In-network* dentist because of significant contracted discounts result in less out-of-pocket expenses, enabling the employee to receive more services during the year than if he or she visited an *Out-of-network* dentist.
- Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at www.GuardianLife.com.
- Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable

This handout is for illustrative purposes only.



The Guardian Life Insurance of America
7 Hanover Square, New York, New York 10004

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APPENDIX C

Examinations (one per Benefit Period)	\$50 Allowance
Lenses (per pair, one pair per Benefit Period)	\$40 Allowance
Single Vision	\$60 Allowance
Bifocal	\$76 Allowance
Trifocal	\$92 Allowance
Lenticular	
Contact Lenses	\$116 Allowance
• After cataract surgery	\$116 Allowance
• For visual acuity not correctable to 20/70 in the better eye by use of conventional lenses	\$60 Allowance
• Other contacts	\$60 Allowance
Frames (per frame, one frame per every Two Benefit Periods)	

Vision Benefit Limitations:

No benefit will be made for expenses incurred for:

- Medical or surgical treatment of the eye.
- Lenses which are not medically necessary and are not prescribed by an Optometrist or Ophthalmologist, or frames for such lenses.
- Sunglasses, whether or not prescribed.
- Replacement of lenses unless an examination shows that, using the existing prescription, a visual defect equal to at least one-half of one diopter in strength exists or a change of at least 10% in axis for astigmatism is required.
- Care not listed in the schedule.
- Tinted lenses prescribed by the examiner when over Rose Tints No. 1 or No. 2.
- Charges for the excess cost of lenses over 65 millimeters in diameter.

This Benefit Summary highlights some of the benefits which are available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are administered by Medical Mutual.

**SALARY PLAN - POLICE
FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 116-2022
EFFECTIVE DATE: 1/1/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	1	29.43	1,177.20	5,101.20	61,214.40
	2	30.93	1,237.20	5,361.20	64,334.40
	3	32.60	1,304.00	5,650.67	67,808.00
	4	34.38	1,375.20	5,959.20	71,510.40
81	1	37.13	1,485.20	6,435.87	77,230.40
	2	39.86	1,594.40	6,909.07	82,908.80
82	1	43.05	1,722.00	7,462.00	89,544.00
	2	46.32	1,852.80	8,028.80	96,345.60
83	1	50.03	2,001.20	8,671.87	104,062.40
	2	53.77	2,150.80	9,320.13	111,841.60
84	1	58.07	2,322.80	10,065.47	120,785.60
	2	62.38	2,495.20	10,812.53	129,750.40
85	1	67.37	2,694.80	11,677.47	140,129.60
	2	72.39	2,895.60	12,547.60	150,571.20

**SALARY PLAN - POLICE
FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 116-2022
EFFECTIVE DATE: 1/1/2023

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	1	30.61	1,224.40	5,305.73	63,668.80
	2	32.17	1,286.80	5,576.13	66,913.60
	3	33.90	1,356.00	5,876.00	70,512.00
	4	35.76	1,430.40	6,198.40	74,380.80
81	1	38.62	1,544.80	6,694.13	80,329.60
	2	41.45	1,658.00	7,184.67	86,216.00
82	1	44.77	1,790.80	7,760.13	93,121.60
	2	48.17	1,926.80	8,349.47	100,193.60
83	1	52.02	2,080.80	9,016.80	108,201.60
	2	55.92	2,236.80	9,692.80	116,313.60
84	1	60.39	2,415.60	10,467.60	125,611.20
	2	64.88	2,595.20	11,245.87	134,950.40
85	1	70.07	2,802.80	12,145.47	145,745.60
	2	75.29	3,011.60	13,050.27	156,603.20

**SALARY PLAN - POLICE
FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 116-2022
EFFECTIVE DATE: 12/31/2023

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	1	31.53	1,261.20	5,465.20	65,582.40
	2	33.14	1,325.60	5,744.27	68,931.20
	3	34.92	1,396.80	6,052.80	72,633.60
	4	36.83	1,473.20	6,383.87	76,606.40
81	1	39.78	1,591.20	6,895.20	82,742.40
	2	42.69	1,707.60	7,399.60	88,795.20
82	1	46.11	1,844.40	7,992.40	95,908.80
	2	49.62	1,984.80	8,600.80	103,209.60
83	1	53.59	2,143.60	9,288.93	111,467.20
	2	57.60	2,304.00	9,984.00	119,808.00
84	1	62.20	2,488.00	10,781.33	129,376.00
	2	66.83	2,673.20	11,583.87	139,006.40
85	1	72.16	2,886.40	12,507.73	150,092.80
	2	77.55	3,102.00	13,442.00	161,304.00