



WORKING AGREEMENT
BY AND BETWEEN
THE CITY OF COVINGTON
and

FRATERNAL ORDER OF POLICE
COVINGTON LODGE NO. 1

JANUARY 1 2011 , through DECEMBER 31, 2015

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AGREEMENT

This Agreement, entered into this 26th day of March, 2012, by and between the City of Covington, Kentucky, and the Fraternal Order of Police, Covington Lodge #1, by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning hours, wages, working conditions and grievances of the Members of the Covington Police Department, covered by the Agreement.

ARTICLE 1

LODGE RECOGNITION

The City of Covington, hereinafter referred to as the "City" recognizes the Fraternal Order of Police, Covington Lodge #1, Covington, Kentucky, hereinafter referred to as the "Lodge" as the recognized bargaining representative for all police officers, Grade I through Captain, inclusive, of the City of Covington, Division of Police, hereinafter referred to as the "Department," with respect to wages, hours, working conditions, and grievances.

ARTICLE 2

BARGAINING UNIT

Those who come under the jurisdiction of this Agreement are all police officers who are in the classified service of the Department with the exception of the Majors, Lieutenant Colonels, and the Chief of the Department.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES

The rights of both parties hereto are hereby recognized and acknowledged. The provisions of this Agreement shall be controlling and exclusive in resolving any controversy arising between the parties during the terms of this Agreement. It is hereby acknowledged that the Administration and Management of the Department shall lie with the Chief of the Department, with the understanding that the organizational structure of the Department may be modified.

ARTICLE 4

LEGAL AND SEVERABLE

1) This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of the Commonwealth of Kentucky, and all federal, state, and municipal laws.

2) In the event any provision of this Agreement shall be declared invalid or legally unenforceable, the remainder of this Agreement shall not be affected thereby, but shall continue in full force and effect.

3) Nothing in this Agreement shall be construed to infringe the jurisdiction of the Covington Police and Fire Board of Examiners ("Police and Fire Board of Examiners") as set forth in the Kentucky Revised Statutes of any valid rules or regulations thereof.

ARTICLE 5

LODGE SECURITY

1) The City and its Commanding Officers in the Department shall not discriminate against any Covington Police Officer because said Police Officer is or is not a member of the Fraternal Order of Police, nor because of Lodge Membership activity; nor shall the City discriminate against any Member of the Fraternal Order of Police on account of race, color, creed, sex, marital status, age, sexual orientation, or national origin.

2) Each member of the bargaining unit who, on the effective date of the Agreement, is a member of the Lodge, may maintain his/her membership in the Lodge. Each employee hired on or after the execution of this Agreement may become a member of the Lodge and maintain that membership in the Lodge.

ARTICLE 6

DEDUCTION AND REMITTANCE OF LODGE DUES

1) The City shall deduct from the wages of all members covered by this Agreement Lodge dues.

2) The City shall remit dues collected to the Secretary of the Lodge by the fifteenth (15th) day of the month following the month of deduction. All dues deducted shall be shown on the Lodge member's paycheck stubs.

3) The City agrees to deduct, and without cost to the Lodge, from the pay of those employees who are not members of the Lodge, any assessments in an amount certified to be current by the Lodge. All Members who are not or who do

not become members in good standing of the Lodge shall begin to pay a fair share fee to the Lodge effective upon either (a) written notification to the City and the Lodge of an existing Member's termination of Lodge membership or non-membership, or (b) the date of hire of a new employee who elects not to join the Lodge. The fair share fee may be deducted from the Member's wages with or without the written authorization by the Member. The Lodge shall certify to the City annually during the term of this Agreement the fair share fee for applicable non-union member employees. All fair share fees collected shall be shown on the employees' paycheck stubs. The Lodge shall indemnify and hold the City harmless against any claims, legal or otherwise, which may arise from the collection of dues or fair share fees.

ARTICLE 7

SCOPE OF NEGOTIATIONS

1) Prior to the expiration of this Agreement, the City or its duly authorized agent or agents and the Lodge shall meet at reasonable times, including meetings reasonably in advance of the City's budget making process, to negotiate in good faith with respect to, but not limited to, wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classification, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, grievance procedures and other matters mutually agreed upon.

2) Nothing in this section shall diminish the authority and power of the Police and Fire Board of Examiners of the City of Covington, to recruit employees, prepare, conduct, and grade examinations, rate candidates in order of their relative scores for certification for appointment or promotion or for other matter of classifications, reclassification or appeal rights in the classified service of the City of Covington.

ARTICLE 8

PROCEDURES

1) The Lodge shall be the exclusive representative of Police Officers of the City of Covington in the bargaining unit and shall represent all members of the bargaining unit fairly.

2) The Lodge may designate any individuals and legal counsel as its representatives to engage in collective bargaining. The City may designate any individuals as its representatives to engage in collective bargaining negotiations.

3) Negotiating sessions, including strategy meetings of the City or the Lodge, mediation and deliberative process of Arbitrators, shall be exempt from the of Chapter 61.805 et seq. of the KRS (Sunshine Law). Hearings conducted by Arbitrators will be closed to the public.

4) The terms of a proposed collective bargaining Agreement shall be made public and reasonable notice shall be given to the Police Officers who are Lodge members of the City of Covington, prior to a ratification election. The collective bargaining Agreement shall become effective only if ratified by a majority of the

Police Officers who are Lodge members voting by secret ballot and a majority of the members of the Commission of the City.

5) Terms of any collective bargaining Agreement may be enforced by a civil action in the Kenton Circuit Court upon the initiative of either party.

6) No collective bargaining Agreement or arbitrators' decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the City's funds, spending or budget or would substantially impair or limit the performance of any statutory duty by the City. A collective bargaining Agreement or arbitrators' award may provide for benefits conditional upon specified funds to be obtained by the City of Covington, but the Agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

7) In regard to FOP contract negotiations, the Lodge or its individual members shall not negotiate or attempt to negotiate directly with a Member or Members of the Board of Commissioners of the City of Covington, if the Board of Commissioners of the City of Covington has appointed or authorized a bargaining representative for the purpose of bargaining with the Lodge.

8) Additionally, a Member or Members of the Board of Commissioners of the City shall not negotiate or attempt to negotiate with a member of the lodge, if the lodge has appointed or authorized bargaining representatives for the purpose of bargaining with the City. This shall not preclude authorized members of the Lodge or Board of Commissioners to communicate with each other in matters not

pertaining to active negotiations as long as such matters do not violate the terms within the Working Agreement between the FOP and the City.

ARTICLE 9

LEGAL ACTIONS

The Lodge and the City of Covington may sue or be sued as an entity under the provisions of this Agreement. Service upon the City shall be in accordance with law or the rules of civil procedure. Nothing in this Agreement shall be construed to make any individual or his assets liable for any judgment against the City or the Lodge.

ARTICLE 10

NOTICE AND SERVICE

Any notice required under the provisions of this Agreement shall be in writing, but service thereof shall be sufficient if mailed by certified mail, return receipt requested, addressed to the last known address of the parties, unless otherwise provided in this Agreement. Refusal of certified mail, by any party, shall be considered service. Prescribed time period shall commence from the date of the receipt of the notice. Any party may, at any time, execute and deliver an acceptance of service in lieu of mailed notice.

ARTICLE 11

LODGE BUSINESS

1) The President, Vice President, Secretary, and Treasurer of the Lodge shall be granted leave from duty at the discretion of the Chief of Police, with pay, for the purpose of regular monthly meetings and all special meetings. The Chief cannot deny such attendance without just cause. Other officers of the Lodge may be granted time off with pay to attend said meetings at the discretion of the Chief of Police.

2) A maximum of seven (7) representatives from the Lodge, not more than five (5) of whom may be on-duty personnel, may be granted leaves for the purpose of meeting on business relating to the City and the Lodge. No more than two (2) on-duty personnel per shift, per bureau, may be granted such leave. Such meeting may be limited to not more than fifteen (15) days in any calendar year. If the collective bargaining process exceeds fifteen (15) days, the City and the Lodge shall agree to waive the fifteen (15) day parameter solely for the continuation of the collective bargaining process. The meetings shall be conducted in the City Building or Police Headquarters. Normal straight time rate of pay will be received by the on-duty personnel attending such meetings. Off-duty personnel will not be compensated by the City to attend such meetings. The names of on-duty personnel attending such meetings must be submitted at least 24 hours prior to the meetings to the Chief of Police.

3) A maximum of five (5) on-duty members of the Police Department shall be authorized to attend conferences, conventions, seminars, and other meetings

which are related to Lodge business. Those members who attend as delegates of the Fraternal Order of Police shall do so with no loss in normal pay. All such attendance must be previously authorized by the Chief of Police. All such attendance shall not exceed a total of ten (10) working days per contract year for each delegate. Additional days may be granted at the discretion of the Chief of Police.

4) Three (3) lodge members, selected by the Lodge, shall be granted leave with pay, if a regularly scheduled work day, for a period of time not exceeding three (3) calendar days to attend wakes and funerals within the Commonwealth of Kentucky and surrounding counties in Ohio or Indiana, or by mutual Agreement between the Lodge and Chief of Police, for the deceased peace officers killed in the line of duty. The Chief of Police shall appoint one of the representatives as the person in charge. Pay for time spent under this provision shall not exceed eight (8) hours per day.

ARTICLE 12

SENIORITY

1) Seniority shall commence on the first day of employment and shall continue until a police officer's voluntary termination or discharge or during a period of suspension.

2) In the event more than one police officer goes on the payroll of the Department on the same day, his or her entrance examination score shall govern

his or her seniority standing with the Department, with the highest score taking precedence.

3) For Sergeant, Lieutenant, and Captain seniority, for the purpose of promotional examinations and vacations, begins on the date of promotion to that rank.

4) Should a Police Officer be ordered to active duty into the Armed Forces of the United States, he/she shall be granted a leave of absence, without pay, for the duration of his/her term of Service. The officer shall accrue seniority in the same manner as if he/she had been continuously employed in the Department, provided, however, that upon his/her return to duty as an employee he/she successfully completes his/her probationary period, if any.

ARTICLE 13

PROMOTIONS AND VACANCIES

1) All vacancies to be filled in the ranks of Sergeant, Lieutenant, Captain, and if a position of Major is ever created in the City of Covington Police Department, will be filled by selection from the appropriate eligibility list of officers qualifying for this rank.

2) Eligibility lists will reflect the candidate's relative eligibility as indicated by his or her composite grade scores on the Covington Police Department promotional examination, provided a vacancy exists.

3) The promotional examination for Sergeant, Lieutenant, and Captain will be given biennially.

4) As vacancies occur, the Chief of Police shall recommend for appointment an Officer occupying any of the top two (2) positions on the appropriate eligibility list. If the person who occupies the top position is passed over, the Chief of Police will inform him/her as to the reason, in writing, he/she was not recommended and provide any supporting documentation as to why he/she was passed over. After a candidate is appointed from any eligibility list, all remaining candidates on the affected list will move up a position.

5) Should a candidate be offered any promotional position from an eligibility list and decline to take the position, a letter must be provided to the Chief of Police stating that the candidate declines the position. The candidate will then be removed from the list which is consistent with KRS 90.170, Civil Service Law for 1st Class cities.

6) All promotions may be made only to a rank one grade higher. There shall be separate and distinct examinations for each rank, and the candidate may take only that examination which will be used to compile the eligibility list of officers qualifying for a rank of one grade higher than that which he/she now holds.

7) Should a new position be created at the rank of Captain or below, that causes a promotion, all members eligible for that rank shall be notified that a new position is being created, and a separate written and oral examination shall be given to those members who are otherwise eligible to fill the newly created position. Said test shall be good only for the newly created position.

8) An Officer must have served a minimum of five (5) years total service with the Police Department and attained a "Grade IV" status to be eligible for promotion to Sergeant.

9) Promotions will be made to the ranks of Lieutenant, Captain, and if a position of Major is ever created in the City of Covington Police Department, only upon candidate(s) having served a minimum of two (2) years in the next lower rank. This provision may be waived by mutual consent in the event no qualified applicants remain on the eligibility list.

10) The promotional examination shall consist of two (2) parts:

(a) An oral examination conducted by a committee of four (4) examiners, one selected by the Police Chief, one by the Fraternal Order of Police, and one by the Police and Fire Board of Examiners (actual members of the Board of Examiners are not eligible to serve on the oral examination committee), and one alternate selected by the Agreement of all three parties. The alternate member shall be present during all oral interviews and will submit a grade for each candidate who appears before the board. If any member of the oral examination committee is unavailable to attend the interviews for any reason, the alternate member will act as the third member of the oral board of examiners. The committee member who leaves prior to the completion of the oral testing will be prohibited from returning to the remainder of the oral interview. If two or more members, including the alternate member of the interview board become unavailable to complete the entire interview process, the

interview process will stop and all scores for any/all candidates that had been completed during the oral interview process will be discarded. A new committee will be reconvened by the appointment process outlined in this paragraph. New interviews will be conducted. All employees eligible for promotion shall complete an interview by the new committee members.

(b) A written examination shall be conducted by the Police and Fire Board of Examiners. The examination will be secured by the City Manager and delivered to his office. The sealed examinations will then be turned over to the Chairman of the Board of Examiners. The Chief or Assistant Chief of Police will be the only member(s) of the Police Department to help in the selection of the type of examinations to be given. No examination material will be delivered to the police facility. The written portion of the examination will receive seventy-five (75%) percent of the total credit given. However, a minimum score of 70% on the written examination must be achieved in order to proceed to the oral part of the examination which comprises the remaining twenty-five (25%) percent.

(c) No current or former employee of the Police Department or member of the Police and Fire Board of Examiners shall be appointed as a member of the oral examination committee.

11) One twelfth (1/12th) point seniority credit will be given to each candidate for each full month of service in time in grade that he/she holds as of July 1 of each year, with a maximum of twenty (20) points. In order to be placed

on the eligibility list, a passing grade of seventy (70) is required. Such seniority credit shall not be included in the calculation of raw score, i.e. written test + oral examination = raw score, which must be a minimum of seventy (70) to be placed on the eligibility list. If the raw score is 70 or above, the seniority credit shall be added to the raw score for the final score.

12) Should a vacancy exist and there is no person on the eligibility list for that particular vacancy, then at the direction of the Chief of Police, and the City Manager, a promotional examination for only that rank where the vacancy exists shall be held and shall be valid until the date of expiration of the original examination.

13) All eligibility lists will be posted at Police Headquarters on July 1 of every other year and will be in full force and effect for two (2) years.

14) The written examination will be given in the month of April. The oral examination shall be given no later than the month of May.

15) The Police and Fire Board of Examiners shall post the results of the written examination in Police Headquarters within ten (10) working days from the date of the examination. A review shall follow all promotional examinations within 15 days after the results are posted. During the review, candidates will be provided with a copy of all missed/unanswered question(s) unless prohibited by a third-party testing company. The following procedure will then be in effect:

- (a) The candidate(s) will have five (5) days from the date of the review to file an appeal, in writing, to the Board of Examiners on

any matter pertaining to the examination, grade and/or review conference.

- (b) The Board of Examiners will conduct a hearing on the appeal and make a decision within thirty (30) days from the date of the appeal.
- (c) The Board of Examiners will report its decision(s) to the candidate(s), Chief of Police, and the City Manager.
- (d) All candidate(s) will receive the same benefits from a protest filed by another candidate.
- (e) All of the above time limits are exclusive of Saturdays, Sundays, and Holidays.
- (f) Challenge(s) to examination question(s) and the answer key shall be permitted.
- (g) No protest shall be permitted as to the appropriateness or the selection of reading/reference/study materials.
- (h) A list shall be available to all competitors showing what question(s) have been challenged.
- (i) The exclusive remedy for challenging any test question(s), test eligibility, or test-related matter(s) shall rest solely with the Board of Examiners, with no appeals from its decision, and no grievance shall be filed in relation to the Board's decision in these matters.

(j) The City and the Lodge agree to amend this Agreement to add additional procedures, if necessary, under this section.

16) Unless waived by all persons eligible to participate, notice of the holding of Police Promotional Examinations will be posted at Police Headquarters not less than ninety (90) days prior to the examination, and will contain a description of the sources from which the examination questions are to be prepared, available. All reading/reference/study materials shall not exceed three textbooks, City of Covington Ordinances, City of Covington Police Department Policy and Procedures, Covington FOP #1 working Agreement, and the Kentucky Revised Statutes.

17) Each applicant must, at least thirty (30) days prior to the date of the examination, indicate his/her desire to take the examination by signing his/her name to the aforementioned notice.

18) A member of the Police Department who has been suspended for more than five (5) days for any single incident within twelve (12) months preceding the date of the examination will be eligible to take the examination, but will not be eligible to have his/her composite grade score added to the appropriate eligibility list until such time as he/she may have served twelve (12) months without suspension.

19) All promotional appointments in the Police Department will be for a probationary period not to exceed six (6) months. If, at the end of the probationary period, the appointee's service is unsatisfactory, he/she shall be reduced to the rank held at the time he/she was appointed to the higher rank.

20) In all cases of unsatisfactory probationary period in the Police Department, the Police Chief shall, at the end of the probationary period, furnish the employee with a written notice of unsatisfactory probation and a detailed statement of the basis for such finding.

21) Promotional appointees shall have a right of a review hearing to the City Commission on the findings of the Chief of Police.

22) There shall be no review hearings of the findings of the Chief of Police on newly appointed patrol persons.

23) Once a position becomes vacant for the ranks of Sergeant, Lieutenant, or Captain, the Chief of Police must recommend the position be filled within thirty (30) days.

24) All reading/reference/study materials pertaining to any promotion examination that must be purchased for the sole purpose of promotional testing may be paid for through the use of the individual officer's clothing allowance, not to exceed \$125 per testing period.

ARTICLE 14

OVERTIME

1) The City shall pay to the employees covered by this Agreement, time and one-half for all hours worked over forty (40) hours in any calendar week.

2) Any employee covered by this Agreement who is called back to duty shall receive a minimum of two (2) hours pay at the time and one-half rate.

3) Court ordered appearances scheduled for off-duty hours shall be paid at time and one-half with a minimum of three (3) hours pay. If an officer is scheduled for more than one appearance on a single day, and the appearances are scheduled more than two hours apart, the officer shall be paid a minimum three (3) hours pay for each appearance.

4) All Police Officers covered by this Agreement working on the Riverfest fireworks detail between the hours of 8 AM and 4 AM will be paid at the double time rate for hours worked on the detail. Members assigned to regular shifts will not be paid the double time rate for their regular shift time. All time worked shall be paid hour for hour with the existing contract overtime minimum recall. The minimum does not apply to officers held over.

ARTICLE 15

HOLIDAY PAY

1) The City shall pay to the employee his/her base pay for each of the eleven and one-half (11 1/2) paid holidays as follows:

President's Day	Veteran's Day
Good Friday (1/2) day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Christmas Eve
Columbus Day	New Year's Day

2) In addition to the payment enumerated in sub-section (1) herein, the City shall pay members who work Christmas Day at a rate of base pay times time and one half (base pay times 1.5). If the member works overtime in excess of four hours on Christmas Day, the member will be paid at a rate of 2.25 times base pay for all overtime hours (base pay times 2.25). Overtime for holidays shall be paid only to those employees whose shift commences on the subject holiday and thereafter.

3) All holiday pay shall be paid in two (2) equal installments dated the first Friday in July and the first Friday in December.

ARTICLE 16

ANNUAL VACATION LEAVE

Annual vacation leave, with pay, shall be granted to the employees herein, in the following manner:

1) Employees that have completed one (1) year of service shall be granted a regular annual vacation leave of fifteen (15) days.

2) Employees that have completed five (5) years of service shall be granted a regular annual vacation leave of eighteen (18) days.

3) Employees that have completed ten (10) years of service shall be granted a regular annual vacation leave of twenty (20) days.

4) Employees that have completed fourteen (14) years of service shall be granted a regular annual vacation leave of twenty-three (23) days.

5) Employees that have completed seventeen (17) years of service shall be granted a regular annual vacation leave of twenty-five (25) days.

6) Employees that have completed twenty-two (22) years of service shall be granted a regular annual vacation leave of twenty-seven (27) days.

7) Employees that have completed twenty-five (25) years of service shall be granted a regular annual vacation leave of thirty (30) days.

8) Each employee shall take his/her annual vacation the year after that in which it has been earned. Notwithstanding the above, each employee shall be entitled to maintain up to six (6) days of his or her annual vacation leave allotment to be used in the following year and will not be compound.

9) The designation of time at which vacation leave can be taken shall be at the discretion of the Chief of Police.

10) Emergency vacations may be granted to an employee upon showing a need thereof, provided the employee has accrued unused vacation to his/her credit.

11) Employees may take any vacation days as single days.

12) Every employee covered by this Agreement will be entitled to use four(4) scheduled Personal Days as preferred days each calendar year. The scheduling of these days shall require the employee to notify and secure the acknowledgement of his/her immediate supervisor at least forty-eight (48) hours in advance, in writing. They will be granted annually. The days cannot be carried over. These Personal Days shall not be denied, subject to the limitations established in paragraphs 13-16 below. 13) Personal Days shall not be taken during Riverfest.

14) If the employee requests and was not allowed, not by his/her own design, to take these Personal Days, the City shall pay to the employee eight (8) hours of straight time pay for each day that was refused the employee.

15) Each shift shall not have more than one (1) employee on a Personal Day at each shift period, supervisors not included. They shall be granted on a first-come, first-serve basis. Ties shall be broken by total seniority time with the Department.

16) The Crime and Administration Bureaus will not have more than one (1) employee per shift in each section on Personal Day per work day, supervisors not included.

17) If employees on vacation are requested to work for the department, they shall receive the overtime rate of pay.

ARTICLE 17

SPECIAL LEAVE

The employee shall obtain leave of absence in the following manner and for the time mentioned, with no loss of pay:

1) On the occasion of the death of:

Wife	Husband
Father	Mother
Child	Stepchild, if residing in home

The employee will receive six (6) consecutive working days. These days will begin on the day of the death.

2) On the occasion of the death of:

Sister	Father-in-Law
Brother	Mother-in-Law
Stepmother	Stepfather
Grandchild	Stepchild, not residing in home

The employee shall receive three (3) consecutive working days. The three (3) days leave of absence shall begin at the death and shall be taken on consecutive working days. If special circumstances warrant, an additional day may be granted at the discretion of the Chief of Police.

3) On the occasion of the death of:

Brother-in-Law	Sister-in-Law
Aunt	Uncle
Grandmother	Grandfather

The employee shall receive one (1) day, if not a regular scheduled off day, to permit attendance at the funeral of the deceased.

ARTICLE 18

SICK LEAVE

Sick leave, with pay, shall be granted to all employees at the rate of twelve (12) days per year.

1) Such sick leave, with pay, shall be granted to all employees when they are incapacitated from the performance of their duty, because of sickness or injury. Any employee who is incapacitated in excess of three (3) working days in

succession shall submit a doctor's certificate. The Chief of Police may request a physician's certificate or written explanation from an employee for one (1) day of absence, providing there is some indication that the employee may be abusing the use of sick time and the purpose for which sick time is intended.

2) An employee accumulates sick leave at the rate of one (1) day a month, except that an employee may be advanced up to twelve (12) working days of sick leave upon the recommendation of the Chief of Police and the City Manager. The advanced days would be deducted from the number of sick days as they are earned. Any such advance shall be chargeable against such employee's subsequent accrual of sick leave. Should termination occur prior to recovery of any advanced leave, such time shall be charged either against salary or separation pay.

3) Terminal pay for accumulated sick days shall be based only upon unused sick leave as of June 30, 1976, if not used prior to termination. Such payment shall be based upon the weekly salary of the employee as of June 30, 1976.

4) There shall be no limit placed upon maximum accumulation of sick leave after July 1, 1976, however, accumulated sick days may only be used when an employee is incapacitated (not job connected) for the performance of his or her duty because of sickness or injury. Days accumulated after July 1, 1976, cannot be cashed in as a termination benefit.

5) An employee who does not take a sick day from July 1st to June 30th of the following year shall receive \$200.00 from the City. This shall be taxed and a pension contribution shall be made. This shall become effective on July 1, 1988.

ARTICLE 19

INJURIES; LIGHT DUTY POLICY

- 1) Any member of the bargaining unit covered by this Agreement may, at the discretion of the Police Chief, be permitted to perform light duty.
- 2) No person working in a light-duty status will be permitted to work overtime, unless no other qualified personnel are available. No light duty assignment shall extend beyond nine (9) months, with an extension of the assignment for maximum of three (3) additional months, at the discretion of Police Chief. At the end of the light duty assignment, the employee shall either return to full duty, use any remaining accumulated leave (i.e. sick days, vacation days), request a leave of absence, resign, or retire.
- 3) In the event any member of the bargaining unit covered by this Agreement should receive in-the-line-of-duty injuries or suffer a service-connected injury or disability rendering him/her temporarily unable to perform his/her duties and such member is not placed in a light-duty assignment, for the period of time that this member is receiving these worker's compensation benefits, he/she shall receive his/her full salary for this period of time, not to exceed the time period limitation set forth in paragraph (2) of this Article. The City shall receive the benefit the employee would have received under Workman's Compensation.
- 4) The City reserves the right to require that the member of the bargaining unit submit to a physical examination for the purpose of obtaining a reasonable prognosis as to recoverability. The City also has the right to require

that the member of the bargaining unit have a physical examination by a licensed medical doctor any time during his/her disability for the purpose of finding if he/she is judged permanently impaired.

5) If the member of the bargaining unit is judged permanently impaired, so as to prevent his/her performance of normal duties, then he/she shall be immediately referred to the County Employees Retirement System for consideration for disability retirement.

6) The City shall endeavor to pay all medical bills resulting from the City service-connected injury either through its medical insurance or workman's Compensation insurance, within sixty (60) days.

ARTICLE 20

GRIEVANCE PROCEDURE

1) Any dispute between the City, the Department, Employee, or the Lodge concerning the meaning and application of any provision of this Agreement or any reasonable complaints concerning the safety of a member of the bargaining unit shall be adjusted in accordance with the grievance procedure hereinafter set out.

2) A party filing a grievance shall be allowed representation consisting of at least one (1) member of the Legislative Committee and/or Legal Counsel at all steps of the grievance procedure.

3) The grievance procedure is as follows:

Step #1:

Whenever a member of the bargaining unit believes that he/she has a grievance under this Agreement, he/she shall present the matter in writing to the Lieutenant in charge, or his/her designee, within ten (10) days of the occurrence of when the member knows or should have known, whichever occurs first, of the alleged violation. A written response to the grievance shall be made by the Lieutenant, or his/her designee, within five (5) days of the filing of the grievance.

Step #2

If the grievance is unresolved, the employee may appeal the grievance in writing to the Bureau Commander, or his/her designee. The grievance must be submitted to the Bureau Commander, or his/her designee, in writing, within five (5) work days after the Lieutenant's written response to the grievance. The party's grievance shall set forth the pertinent data on which the grievance is based, shall be signed and dated by the aggrieved party, and all parties directly involved shall be furnished a copy of said grievance. All grievances shall cite the section of this contract that is alleged to be violated.

The Bureau Commander, or his/her designee, shall make a decision in written form, citing reasons to support his/her decision within seven (7) days of the filing date.

Step #3

If the grievance is not resolved to the satisfaction of the aggrieved party at Step #2, within seven (7) calendar days, then the grievance shall be submitted in writing to the Chief of Police, who shall make his decision, in writing, citing

reasons in support thereof within seven (7) calendar days of the filing of the grievance with him or her.

Step #4:

If the grievance is not resolved to the satisfaction of the aggrieved party at Step #3 within seven (7) calendar days, then the grievance shall be submitted in writing to the City Manager, who shall make his or her decision, in writing, citing reasons in support thereof within fourteen (14) calendar days of the filing of the grievance with him or her.

Step #5:

If the grievance is not resolved to the satisfaction of the aggrieved party, the grievance shall be submitted to arbitration before the Federal Mediation and Conciliation Service by the aggrieved party within 60 days of the City Manager's decision. Nothing herein shall be construed to mean that the City and the Lodge must only use the aforementioned mediation and arbitration service.

The arbitrator shall take such evidence as in the arbitrator's judgment is appropriate for the resolution of the dispute; however, the arbitration shall be confined to the issues raised by the parties and the arbitrator shall have no authority to determine any other issue that is not directly essential to reaching a determination of the dispute. Second jobs or sources of income, which the member of the bargaining unit received while under suspension, will not be considered interim income and will not be deducted when awarding lost wages or benefits.

The decision of the arbitrator shall be final and binding upon all parties.
The cost of arbitration proceedings will be paid by the losing party.

ARTICLE 21

DISCIPLINARY PROCEDURES

1) The City and the Chief of Police have the right to promulgate reasonable rules and regulations, including disciplining members of the bargaining unit.

2) When existing rules and regulations are changed, or new rules and regulations are established, they shall be posted prominently for a period of ten (10) consecutive calendar days to give all police personnel and members of the bargaining unit an opportunity to read them.

3) A member of the bargaining unit appearing before any board, panel, or commission of the Department, in any matter involving disciplinary action or suspension, may have legal counsel and/or Lodge representation with him/her, to advise and counsel him/her. The bargaining unit member and either legal counsel or the Lodge representative shall be permitted to make a statement in behalf of the employee at the conclusion of the hearing which is limited to the facts of the matter at hand.

4) Within forty-eight (48) hours prior to any such hearing or within forty-eight (48) hours after suspension or other disciplinary action, the member of the bargaining unit involved shall be furnished with a copy of a sworn statement of the alleged offense and the rule and/or regulation allegedly violated.

5) If the member of the bargaining unit appeals disciplinary action brought against said member of the bargaining unit by the City, and said action is dismissed by the Mayor and Board of Commissioners, the City shall be responsible for any reasonable payment for Legal Counsel for the employee, provided that legal representation shall be limited to one (1) attorney.

6) Each disciplinary item placed in a bargaining unit member's official personnel file after July 1, 1994, shall be accompanied by a form which the bargaining unit member shall sign to acknowledge his/her awareness of the item being placed in the file.

The form may also be used for any comments the bargaining unit member may wish to make pertaining to the item. No item pertaining to members of the bargaining unit discipline shall be ordered into a member of the bargaining unit's official file without his/her written acknowledgment.

Any such item entered in bargaining unit member's official file without his/her acknowledgment shall be removed by the City, except as follows. If a member of the bargaining unit refuses to sign the acknowledgment form, the City or its designee shall summon an officer of the Lodge to witness the failure to sign the form, and the item shall be placed in the official file.

7) A member of the bargaining unit, who has received a written reprimand and/or suspension or loss of leave of up to one (1) day and has not had another sustained matter of discipline within a period of five (5) years following the date that the disciplinary action is issued by the Chief of Police, shall have his/her

official personnel file expunged of the previous violation upon receiving a request from the member.

A member of the bargaining unit, who has been disciplined with a suspension or loss of leave of two (2) days or more, and has not had another sustained violation for a period of up to five (5) years following the date that the disciplinary action is issued by the Chief of Police may apply to the Chief of Police to have his/her personnel record expunged. Approval for expungement shall rest with the Chief of Police.

8) The City agrees to comply with Kentucky Revised Statutes 15.520.

9) In disciplinary matters where a suspension of thirty (30) days or less has been imposed on a bargaining unit member, the City may offer the member an option to forfeit accrued leave time (vacation or earned personal leave days, or a combination thereof) in substitution of the suspension without pay. This option of leave forfeiture shall be rated on an hour-for-hour basis.

10) In disciplinary matters where a Professional Compliance Board Investigation (or equivalent) has been initiated, the PCB has 90 days from its initiation to complete its investigation and submit its findings to the Chief of Police. If the PCB is unable to complete the investigation or unable to make a determination within 90 days, the complaint will be unfounded and the member(s) under investigation will be notified as such.

11) Once the completed investigation has been submitted to the Chief of Police, the Chief will have 30 days to notify the member(s) involved of the

outcome, administer discipline to the member(s) involved if necessary or advise them that no further action will be taken on the matter.

12) In an instance of unforeseen allegations of extenuating circumstances, the deadline may be extended by Agreement of the Fraternal Order of Police and the City.

ARTICLE 22

UNIFORM AND CLOTHING ALLOWANCE

1) Each member of the bargaining unit, after being duly sworn, shall receive the following items as initial issue paid for by the City:

One (1) Persian style cloth hat	One (1) plastic cover for the Persian Hat
Six (6) uniform long sleeve shirts	Six (6) uniform pants
Six (6) uniform sht. sleeve shirts	Six (6) pair of socks
One (1) pair uniform work shoes	Six (6) V-neck T shirts
One (1) pair uniform dress shoes	Two (2) name plates
One (1) pair uniform winter boots	Three (3) badges 1 ea. Breast, Hat, Flat
Two (2) space pens	One (1) winter hat
One (1) bulletproof vest (optional-- provided if desired by officer)	One (1) Velcro belt
One (1) (rechargeable high- beam flashlight (min. 20,000 CP) and charger	One (1) lapel mike holder
One (1) radio with lapel mike	One (1) radio charger
One (1) service handgun	One (1) gun belt
Two (2) handcuff holders	One (1) safety holster
Two (2) sets of handcuffs	Four (4) belt keepers
One (1) spare ammo holder	One (1) pocket notebook
One (1) Class A jacket	Two (2) grade (rank) pins
One (1) nightstick holder	One (1) nightstick
One (1) silver hat band	One (1) citation holder
One (1) pair winter gloves	One (1) Streamlight stinger flashlight
Two (2) spare ammo clips or loaders	One (1) Streamlight stinger light holder
Authorized spare ammunition	One (1) winter sweater
One (1) black/orange raincoat	One (1) pepper spray and holder
One (1) cold-weather jacket, navy	One (1) riot helmet w/face shield
One (1) Taser	Two (2) pair thermal underwear
	One (1) Class A shirt
	Two (2) uniform ties
	One (1) Taser holster

All uniforms will have City logos and Velcro patches sewn on them. After one year of service, an officer may purchase any of the items listed from his or her clothing allowance. The officer may also deduct dry cleaning expenses from his or her clothing allowance. In addition, the officer may purchase the following items for work related duties:

- a) One (1) set of civilian dress clothing for court appearances may be purchased within every 24-month period; and
- b) One (1) pair of civilian dress shoes for court appearance may be purchased within every 24-month period.

After initial issue, officers shall be responsible for the maintenance and replacement, as necessary, of all of the items in the above list, with the exception of those items which are underlined, which shall be replaced, as necessary, by the City.

2) On July 1 of each year, the members shall be credited with \$700 effective January 1, 2012, except for condition (b) herein below:

- (a) A recruit who is appointed between July 1 and December 31 of any calendar year shall receive a clothing allowance on July 1st the following year.
- (b) A recruit who is appointed between January 1 and June 30 of any calendar year shall not receive a clothing allowance on July 1st of the year of appointment.

3) If a Police Officer has been assigned to a position requiring the wearing of civilian clothing, the City shall provide this employee with an additional uniform allowance of \$400.00, at the time of transfer. If after serving two (2) years or more in that capacity, the officer is transferred back to a uniform position, the officer shall receive an additional \$400.00 uniform allowance at the time of transfer.

4) a) A member of the bargaining unit who resigns in good standing after completion of five years of service will be permitted to retain his/her uniform clothing and all additional equipment excluding, but not limited to:

1. Duty pistol/duty shotgun;
2. Duty ammunitions;
3. Duty spare ammunitions magazines;
4. All issued badges;
5. Communications equipment/radio/radio charger/lapel microphone;
6. Cell phone/PDA;
7. Nightstick or PR 24;
8. Riot helmet with face shield;
9. Building issued keys;
10. Computer equipment;
11. ID cards;
12. Patrol vehicles;
13. Personal protection equipment;
14. Camera, if issued;
15. Global Positioning System, if issued;
16. Pepper spray;
17. Binoculars;
18. Policy/procedure manuals;
19. SWAT equipment;
20. Bicycle and bicycle equipment; and
21. Any city-issued equipment that is not purchased by the member under his or her clothing allowance or any new equipment provided during the duration of this Agreement.

b) Retired employees who retire in good standing may be permitted to retain their service weapon at the discretion of the Chief of Police.

5) Any employee who gets his/her uniform and/or issued equipment damaged in the performance of duty, shall have that article of uniform replaced, without deduction from their clothing allowance. This applies to the uniform of the day, either civilian or uniform, whichever the employee is required to wear that day, and will also include such necessary items as eyeglasses, contact lenses, wristwatches, and hearing aids.

The following ruling will be applied to each item:

Prescription eyeglasses \$150.00 maximum

Contact lenses \$100.00 maximum

Wristwatch \$50.00 maximum

Hearing aid case by case basis, as recommended by

the Chief of Police to the City Manager, based on the circumstances.

6) Other work related items may be purchased from the clothing allowance only after approval from the Chief of Police.

7) The City shall replace the bulletproof vest of the employee every four (4) years from the date of the initial purchase of his/her bulletproof vest. The City shall credit the employee's clothing allowance up to an additional \$300.00 if they purchase a bulletproof vest and turn in their old vest panels. This vest shall be of the employee's choosing.

ARTICLE 23

LONGEVITY

1) Each Police Officer, after three (3) years of service with the Department, shall receive longevity pay in addition to his/her basic annual salary.

2) The longevity shall be computed at the following rate:

Seven Dollars and Fifty Cents (\$7.50) effective July 1, 1999, per month for every year of service, not to exceed twenty-five (25) years. The longevity rate shall be \$8.00 effective July 1, 2001; \$8.50 effective July 1, 2003; and \$9.00 effective July 1, 2005; \$10.00 effective January 1, 2012; \$11.00 effective January 1, 2013; \$12.00 effective January 1, 2014; \$13.00 effective on January 1, 2015..

3) Eligibility shall begin after three (3) years. However, after completion of the third year of service, longevity pay shall be accumulated from the date of appointment.

4) The City and the Lodge Member will make pension contributions on longevity.

ARTICLE 24

LEGAL COUNSEL:

1) The City shall provide legal counsel from its staff for any member of the bargaining unit covered by this Agreement who, as a result of that action taken while in the performance of authorized duty, has legal action taken against said member, provided that the findings of the department's Internal Affairs Board

investigation tends to substantiate the appropriateness of said member's action. This provision shall apply only through the first appeal.

2) If it is determined by the City legal staff that a conflict of interest may develop in them representing the member of the bargaining unit, a private attorney will be provided to the member at the City's expense.

3) This private attorney will be picked by mutual Agreement of the City and the Lodge.

ARTICLE 25

HOSPITALIZATION

1) The City shall furnish each employee covered by this Agreement and his/her family (except spouses who are eligible for other group coverage) with a health-care plan. Any new employee covered by this Agreement and his/her family will be eligible for coverage from the first day of employment. The health care plan will be equivalent to or better than the City of Covington Health Care Plan as it will exist on July 1, 2012.

2) The health-care coverage provided by the City to members of the bargaining unit will have the benefits and costs described in the City of Covington Health Care Plan Design Proposal of 3-26-2012. This plan is attached and incorporated by reference. In addition, the City will provide;

Prescription Drug Co-Pay:

For any prescription drug purchased by a member of the bargaining unit, the City will pay the first \$50 of the contracted

drug cost between the provider and the Pharmacy Benefit Manager, the member will pay any amount between \$50 and \$100, and the City will pay any amount over \$100. The prescription plan will have a maximum out-of-pocket expense for each member as follows: in 2007, \$1000 (prorated to \$500) maximum out of pocket; in 2008, \$1250 maximum out of pocket; in 2009, \$2000 maximum out of pocket. Mail order prescriptions are permitted and will be administered by the City's plan provider. Over-the-counter medication approved by the City's health-care plan is available to the members under the same co-pay terms as prescription drugs.

3) The City shall discount the premium cost of the health-care plan by 10% for members who are non-smokers.

4) The City shall provide life insurance coverage to the employees covered by this Agreement in the sum of \$30,000.00. Upon the death of the employee, the City shall pay the said amount to the beneficiary named by the employee.

5) The City shall furnish each employee covered by this Agreement dental insurance, including orthodontic insurance. This dental insurance will be equivalent to or better than the coverage provided to all City employees as of October 1, 2000. The City shall pay for the family plan for those members who so qualify. The family plan the city provides is attached as Appendix A.

6) All contract sections contained within this Agreement pertaining to health, dental and vision insurance shall be available to be reopened for further negotiation upon the request of either party at any time during the contracted period. If such a request is made, negotiations shall begin within 30 days of any such request.

7) The City will provide an employee review board which shall include an FOP representative to review and provide recommendations on any substantial, future healthcare coverage changes.

ARTICLE 26

SALARIES

It is agreed that the weekly salaries for Patrol Person Grade I through Captain from January 1, 2010 through December 31, 2015 are as noted. The increase is .52% on January 1, 2010; and increases of 1.5% at approval of the contract retroactive to January 1, 2012; 1.5% on January 1, 2013; 3% on January 1, 2014; 3% on January 1, 2015.

	2010	2012	2013	2014	2015
P/O Grd I	33,194	33,692	34,197	35,223	36,279
P/O Grd II	37,171	37,729	38,294	39,443	40,627
P/O Grd III	42,993	43,637	44,292	45,621	46,990
P/O Grd IV	47,823	48,540	49,268	50,746	52,269
P/O Grd V	50,916	51,680	52,455	54,029	55,649
Sergeant	56,672	57,522	58,385	60,136	61,941
Lieutenant	61,205	62,123	63,054	64,947	66,895
Captain	66,151	67,143	68,150	70,195	72,301

ARTICLE 27

ADVANCEMENT IN GRADE

1) Patrol Officer Grade I shall be advanced to Patrol Person Grade II after one (1) year of service with the favorable recommendation from the Chief of Police. If no favorable recommendation is made, he/she can be extended in grade

for a period not to exceed ninety (90) days. Within ninety (90) days, disciplinary action must be taken or advancement is mandatory.

2) Patrol Officer Grade II shall be advanced to Patrol Person Grade III after two (2) years of service.

3) Patrol Officer Grade III shall be advanced to Patrol Person Grade IV after five (5) years of service.

4) Patrol Officer Grade IV shall be advanced to Patrol Person Grade V after ten (10) years of service.

ARTICLE 28

TUITION REIMBURSEMENT

An employee covered by this Agreement who attends college courses at an accredited college or university on his/her off-duty time, and who receives a passing grade of "C" or higher, shall be reimbursed by the City one hundred (100%) percent for tuition paid for each course. Mandatory provisions:

Prior approval from the Police Chief and the City Manager as to the approval of the content of the course. The content of the course of study must be directly related to the duties and responsibilities included in the employee's current job description, or the job description of a likely future position in the Police Department. The eligible tuition per course for employees hired after April 2012 is limited to the undergraduate in-state rate of Northern Kentucky University (NKU) or graduate rate of NKU if the employee is seeking a graduate degree. Employees hired prior to April 2012 are "grandfathered" under the old Agreement.

The maximum benefit is twelve (12) credit hours per academic semester. If the degree sought by the employee is not offered by NKU, the tuition for the college that offers the degree will be reimbursed to the employee.

ARTICLE 29

SPECIAL DUTY ASSIGNMENTS

Patrol Persons may be assigned by the Chief of Police to "Special Duty Assignments" and will serve that assignment at the discretion of the Chief of Police. Special Duty Assignments shall include Training Officer, Investigator, Lab Technician, Property Officer, Canine Officer, Special Weapons and Tactics Team Member, and any other special duty assignments as designated by the Chief of Police. Patrol Persons assigned to Special Duty Assignments shall be paid at the rate of \$10.00 per week in addition to their weekly salary. No Patrol Person shall receive Special Duty Assignment pay for more than one assignment.

The Chief of Police has discretion to make Special Duty Assignments for members of the bargaining unit, including supervisor positions. These assignments are not permanent and may be terminated by the Chief at any time, without cause.

Further, this assignment is not covered under the provisions of KRS 95.450. Removal or reassignment from a Special Duty Assignment would not require "Formal Charges" or a notice of "Unsatisfactory Performance" to justify the removal or reassignment.

To be appointed to "Special Duty Assignment," the Patrol Person must be a Grade III or above. If a Patrol Person, Grade IV or V, is passed over in favor of a Grade III Patrol Person after requesting that assignment, he or she shall be provided the reason in writing.

ARTICLE 30

TEMPORARY SUPERVISORY ASSIGNMENT

Officers may be temporarily assigned by the Chief of Police to other supervisory duties normally assigned to Lieutenants and Captains.

So long as the officer fills the higher rated job, he or she shall receive additional pay equal to the rate of pay of the higher position, not to exceed an additional \$50.00 per week, provided that the position is vacant for at least five (5) consecutive working days.

ARTICLE 31

DIFFERENTIAL PAY

Beginning January 1, 1991, all members of the bargaining unit regularly and permanently assigned to third shift shall be paid a shift differential at the rate of ten (10) cents per hour for each regular hour worked during this period, in addition to their regular pay.

It is fully understood that any and all shift assignments are made at the discretion of the Chief, are not permanent, and may be terminated by the Chief at any time, without cause.

Further, shift assignments are not covered under the provisions of KRS 95.450. Removal or reassignment from shift assignment would not require "Formal Charges" or a notice of "Unsatisfactory Performance" to justify the removal or reassignment.

ARTICLE 32

LEAVE OF ABSENCE:

A member of the bargaining unit can request a leave of absence without pay to the City Manager for a period not to exceed ninety (90) calendar days. This dated and signed request must state both the starting date of the leave and the return date. Any leave of absence without pay which will exceed ninety (90) calendar days must be approved by the City Commission.

ARTICLE 33

BENEFITS UNDER SUSPENSION

It is agreed that while a member of the bargaining unit is under suspension, medical, dental, and life insurance benefits shall be maintained with no interruption.

ARTICLE 34

LATERAL ENTRY

Applicants hired after July 1, 1990, may be appointed as Patrol Person Grade II or Patrol Person Grade III, Patrol Officer Grade IV, or Patrol Officer

Grade V, upon the recommendation of the Chief of Police, pursuant to the following criteria:

- 1) Applicant(s) must be or eligible to become K.L.E.C. certified.
- 2) Applicant(s) must be certified at time of appointment, as a municipal, county, or state law enforcement officer.
- 3) Applicant(s) having a minimum of two (2) years full-time experience as municipal, county, state, or federal law enforcement officer may be appointed as Patrol Officer Grade II.
- 4) Applicant(s) having a minimum of five (5) years full-time experience as municipal, county, state, or federal law enforcement officer may be appointed as Patrol Officer Grade III.
- 5) Applicant(s) having a minimum of seven (7) years full-time experience as municipal, county, state, or federal law enforcement officer may be appointed as Patrol Officer IV.
- 6) Applicant(s) having a minimum of ten (10) years full-time experience as municipal, county, state, or federal law enforcement officer may be appointed as Patrol Officer V.
- 7) No appointments shall be made above Patrol Officer Grade V.
- 8) All appointments shall be for a probationary period of one (1) year.
- 9) Lateral entry members of the bargaining unit will, for pay purposes, be passed on to the next highest pay scale after successful

completion of time in grade, as outlined in the working Agreement and upon recommendation from the Chief of Police.

ARTICLE 35

RETIREMENT PLANNING

A bargaining unit member shall be permitted to travel to the Kentucky Retirement System offices in Frankfort, Kentucky, for the purposes of planning for the retirement from the Police Department. Request for leave will be documented on the "absence with pay form" and will be considered the member's regular work hours for that day.

The following provisions will apply:

- 1) The request to travel will be in the member's nineteenth (19th) or later year of service in the CERS Retirement System, after applied service credits.
- 2) No overtime, per diem, or mileage compensation will be provided.
- 3) The member will advise his/her supervisor of the date requested. Once the leave of absence is approved by the supervisor, the authorization for leave will not be revoked due to unforeseen absences.
- 4) In the event that a member of the bargaining unit in any year of service is advised by a physician that, because of a medical condition the member is unable to perform the duties of police officer, that member may use this benefit for the purpose of traveling to the state pension board for the purpose of applying for, or obtaining a disability pension.

- 5) Travel to and from the Kentucky Retirement System for regular retirement or disability retirement will be a one-time option only. Should the member choose not to retire, any additional trips to the pension offices will be on the member's own time.

ARTICLE 36

RANDOM DRUG AND ALCOHOL TESTING

FOP Members shall submit to random drug and alcohol testing according to the attached Appendix A, "City of Covington Drug and Alcohol Free Workplace Policy", dated July 21, 2010. In the event that the City implements a random drug and alcohol testing program according to Appendix A for all safety sensitive positions in the City's workforce that directly results in a reduction of the City's Worker's Compensation premium, a minimum of 50% of any cost savings shall be credited to the FOP in the next contract negotiations in the form of wage and benefit increases.

ARTICLE 37

DURATION OF AGREEMENT

- 1) Duration of this Agreement shall extend from the 1st day of January 2011, until the 31st of December 2015.
- 2) No part of this Agreement will be changed without mutual Agreement between the City and the Lodge or as noted herein.

3) On the expiration of this Agreement, the parties agree that all provisions and benefits of this Agreement will remain in effect until a new Agreement can be negotiated.

4) This Agreement becomes effective upon its execution by the City of Covington, Kentucky, and the Fraternal Order of Police, Covington Lodge #1.

Chuck Scheper 6/29/12
Chuck Scheper, Mayor Date

Larry Klein 6-29-12
Larry Klein, City Manager Date

Brian Valenti 6/29/12
Brian Valenti, President, FOP Lodge No. 1 Date

Scott Dames 6/29/12
Scott Dames, Second Vice President,
FOP Lodge No. 1 Date

**Health Care Plan Design Proposal
January 13, 2012 Revised 3-26-12**

	Option 1 with HRA		Option 2 with HRA	
	Health Span Network	St. Elizabeth Physicians & Facilities/Cincinnati Children's Hospital Facility Only	Healthspan Network	Healthspan Network
Benefits	In-Network	In-Network	In-Network	Healthspan Network
Deductibles (single /+1 or family)	2012 - \$500/\$1,000 2013 - \$750/\$1,250 2014 - \$1,000/\$2,000 2015 - \$1,000/\$2,000	2012 - \$500/\$1,000 2013 - \$500/\$1,000 2014 - \$500/\$1,000 2015 - \$500/\$1,000	2012 - \$500/\$1,000 2013 - \$500/\$1,000 2014 - \$500/\$1,000 2015 - \$500/\$1,000	\$1,500/\$2,500
Co-Insurance (Applies only after the Deductible has been met)	80%/20%	80%/20%	80%/20%	80%/20%
Annual Out of Pocket Max, does not include Co-pay and RX - Does include Deductible and Co-insurance. Single/Family	2012 - \$750/\$1,500 2013 - \$1,250/\$2,500 2014 - \$2,000/\$4,000 2015 - \$2,500/\$5,000	2012 - \$750/\$1,500 2013 - \$1,250/\$2,500 2014 - \$2,000/\$4,000 2015 - \$2,500/\$5,000	2012 - \$750/\$1,500 2013 - \$1,250/\$2,500 2014 - \$2,000/\$4,000 2015 - \$2,500/\$5,000	\$4,000/\$7,000
Emergency Room if not admitted	\$75.00 Co-Pay	\$75.00 Co-Pay	\$75.00 Co-Pay	\$150.00 Co-Pay
Physician Office Visit	\$15.00 Co-Pay	\$15.00 Co-Pay	\$10.00 Co-Pay	\$25.00 Co-Pay
Urgent Care Facility	\$25.00 Co-Pay	\$25.00 Co-Pay	\$10.00 Co-Pay	\$30.00 Co-Pay
Routine wellness services, Blood Work, Pap Smear, Prostate Exam, Physical Exam, Mammogram, routine immunizations.	No Copay, Deductible or Co-Insurance	No Copay, Deductible or Co-Insurance	No Copay, Deductible or Co-Insurance	No Copay, Deductible or Co-Insurance
Inpatient Hospital Room & Board , Intensive care units, and all other Inpatient Hospital Expenses	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%
Outpatient Diagnostic, Testing, and Hospital	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%
Other Covered services and Supplies not listed as routine wellness	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%
PREMIUMS	OPTION 1	OPTION 1	OPTION 2	PREMIUMS
Weekly	W/Wellness	W/Wellness	W/Wellness	w/o Wellness
Employee (Single)	\$10.00	\$15.00	\$0	\$10.00
Employee (Children)	\$15.00	\$21.00	\$5.00	\$15.00
Employee (Spouse)	\$17.00	\$25.00	\$7.00	\$17.00
Family	\$20.00	\$37.00	\$12.00	\$20.00

NOTES:

- No change to current RX benefits. The City will pay the first \$50.00, the employee will pay the up to the next \$50.00, then the City picks up the rest of the cost if applicable up to an employee maximum out of pocket of \$2,000.00 per plan year.
- Employees will receive an HRA amount equal to 100% (2012), 75% (2013), 50% (2014) and 50% (2015) of the deductible of the plan selected annually up to a maximum amount of \$5,000.00. HRA funds may be used for in-network deductibles and co-insurance. HRA funds cannot be used for Co-pays, premiums and RX expenses.
- Spouses who are eligible for other group coverage will not be eligible for Health Plan.
- Spouses who are eligible for other group coverage will receive either an annual \$2,000.00 HRA account up to a maximum of \$5,000.00, \$500.00 can go towards spouses' premium, and \$1,500.00 towards the HRA, or reimbursement of employee spouses' premiums paid, and reimbursement of spouse deductibles and co-insurance incurred in excess of \$1,000.00 per year. The employee may only choose one option. With the HRA option, HRA funds will be available for reimbursement of out of pocket expenses for in-network Deductibles and Co-insurance after payment to or by your insurance company. These two options are available to current and future employees whose spouse is eligible for health insurance through their employer.
- Spouses who leave the plan and take all dependents will receive a \$3,000.00 HRA funded annually up to a maximum of \$7,500.00. These funds will be available for reimbursement of in-network Deductibles and Co-insurance. Dependents can be placed back on the plan during open enrollment without a qualifying event.
- An existing employee (employed prior to the signing of this Agreement) who gets married (qualifying event) is eligible to add his or her spouse to the Health Plan ONLY if his or her spouse is not eligible for healthcare through his or her current employer. If spouse is eligible for the Health Plan through his or her current employer, they will have the option of a \$2,000.00 HRA funded annually up to a maximum of \$5,000.00, or reimbursement of employee spouses premiums paid, and reimbursement of spouse deductibles and co-insurance incurred in excess of \$1,000.00 per year. These funds will be available for reimbursement of out-of-pocket expenses for in-network Deductibles and Co-insurance after payment to or by their insurance company. A spouse to a new employee (employed after the signing of this Agreement) is ONLY eligible to join the Health Plan if that spouse isn't eligible for health insurance through his or her current employer. If spouse is eligible for the Health Plan through his or her current employer, he or she will not be eligible for the City's Health Plan and will have the same two options listed above.
- The City shall establish an Insurance Committee. This Committee shall consist of two employee representatives selected by each of the City's three bargaining units, and six members selected by the City Manager. This Committee shall meet not less than annually and not less than 90 days prior to the expiration date of the City's insurance policy to review all insurance bids, including but not limited to any proposed supplemental health, dental, vision, prescription medication and life insurance, health savings accounts and health reimbursement accounts, and to review and discuss other related information. The City may change or amend the plan of record at any time as mandated by federal law and regulations.
- One (1) family member cannot meet more than 50% of the total family deductible/annual out-of-pocket max.
- The City will maintain a network that includes a variety of providers.
- Spouses who are removed from the medical plan are still eligible for dental and vision coverage through the City.

OUT OF NETWORK BENEFITS

	Option 1	Option 2
OUT OF NETWORK BENEFITS		
Deductibles (single /+1 or family)	\$4,000/\$8,000	\$4,000/\$8,000
Co-Insurance – based on Reasonable and Customary Charges	50%/50%	50%/50%
Annual Out of Pocket Max, does not include Co-pay and RX - Does include Deductible and Co-insurance. Single/Family	None	None
Emergency Room if not admitted	\$75 Co-Pay	\$150 Co-Pay
Physician Office Visit	Deductible, then 50%	Deductible, then 50%
Physician Office Visit	Deductible, then 50%	Deductible, then 50%
Urgent Care Facility	Deductible, then 50%	Deductible, then 50%
Routine wellness services, Blood Work, Pap Smear, Prostate Exam, Physical Exam, Mammogram, routine immunizations.	Deductible, then 50%	Deductible, then 50%
Inpatient Hospital Room & Board , Intensive care units, and all other Inpatient Hospital Expenses	Deductible, then 50%	Deductible, then 50%
Outpatient Diagnostic, Testing, and Hospital	Deductible, then 50%	Deductible, then 50%
Other Covered services and Supplies not listed as routine wellness	Deductible, then 50%	Deductible, then 50%

MEMORANDUM OF UNDERSTANDING

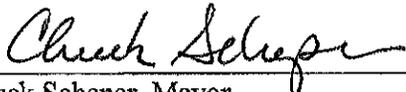
The City of Covington, Kentucky ("City") and the Fraternal Order of Police, Covington Lodge No.1 ("FOP"), hereby amend the Memorandum of Understanding by and Between the City and the FOP which shall terminate on December 31, 2015, as follows:

1. The normal work week for officers in the Patrol Bureau, and in any other department division as determined by the Chief of Police, shall consist of four 10-hour days.
2. The Police Chief may determine an alternate work schedule in the event that patrol operational overtime in the preceding four quarters exceeds 7,266 hours by more than 10%. The Police Chief's discretion to determine an alternate schedule under the conditions set forth above shall not be available in the event that the staffing of the Patrol Bureau is less than 58 patrol officers assigned to routine patrol in any of the preceding four quarters. The count of 58 Patrol Officers does not include those assigned to active duty military, supervisors and the Traffic Unit. Overtime will continue to be paid in accordance with Article 14 of the Working Agreement.
3. All vacation, personal and sick leave, as defined in Articles 16 and 18 of the Working Agreement, will be accrued and be used by members of the bargaining unit at a rate of eight hours for each day for those assigned to 8-hour shifts. For those members assigned to 10-hour shifts, vacation time will be accrued and be used by members of the bargaining unit according to the following schedule:

Years of Service	Current Days	Current Hours	Revised Days	Revised Hours
1	15	120	14	140
5	18	144	17	170
10	20	160	18	180
14	23	184	21	210
17	25	200	23	230
22	27	216	25	250
25	30	240	27	270

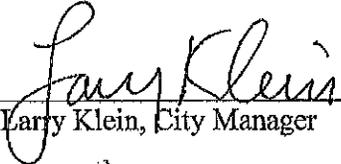
For those members assigned to 10-hour shifts, sick days, as defined in Articles 16 and 18 of the Working Agreement, will be accrued and be used by members of the bargaining unit at a rate of eight hours for each day for those assigned to 10-hour shifts.

3. All other language pertaining to leave time (i.e. Union days, bereavement leave, military leave, personal days) shall remain defined as one day is the equivalent of one day, regardless of whether the officer is on an 8-hour or 10-hour day assignment, and this leave time will be based on the member's normal schedule.
4. Unless specifically changed by this Memorandum of Understanding, any leave time permitted under the bargaining agreement shall be calculated in the same manner as it was prior to the adoption of this Memorandum of Understanding.
5. Holiday Pay, as set forth in Article 15, shall be calculated based on an 8-hour day for all members of the bargaining unit.



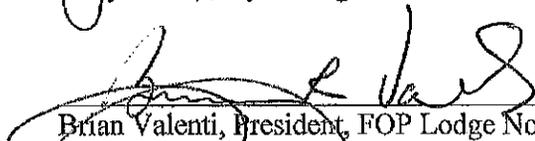
Chuck Scheper, Mayor

8/21/12
Date



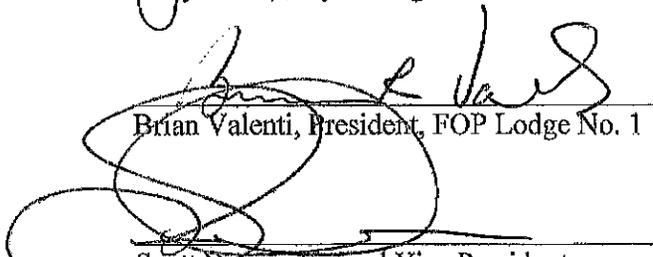
Larry Klein, City Manager

8-21-12
Date



Brian Valenti, President, FOP Lodge No. 1

8/20/12
Date



Scott Dames, Second Vice President,
FOP Lodge No. 1

8/20/12
Date

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the City of Covington, Kentucky, ("City") and the Fraternal Order of Police, Covington Lodge No. 1 ("FOP").

The effective date of this MOU is 6/28/13, 2013.

WHEREAS, the City eliminated Police Department positions by attrition by ordinance in the latter part of 2012; and

WHEREAS, the City asserts that its uniformed employees do not fall under KRS Chapter 90; and

WHEREAS, the FOP asserts that the position and promotional protections afforded under KRS 90.310-90.410 should apply to Covington police; and

WHEREAS, the FOP has made a claim against the City that officers not promoted should have been promoted; and

WHEREAS, the purpose of this MOU is to provide a mechanism for promotions of presently employed Covington police officers eligible for promotions as indicated herein, to memorialize an agreement concerning the future elimination of supervisory positions within the Covington Police Department through attrition, the modification of language regarding the rank of Major from the current Working Agreement, and other attendant issues.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and FOP hereby agree as follows.

1. The City shall promote the following candidates to the position of Sergeant:

Specialist Aaron Mears
Specialist Matt Winship
Specialist Justin Wietholter

2. The City shall promote the following candidates to the position of Lieutenant:

Sergeant Dave Pennington
Sergeant Brian Steffen

3. The City shall promote the following candidates to the Position of Captain:

Lieutenant Chris Ernst
Lieutenant Greg Jones

4. The promotions shall be effective June 25, 2013.

5. Article 13, Promotions and Vacancies, paragraph 1 of the Working Agreement shall be modified to read as follows:

1) All vacancies to be filled in the ranks of Sergeant, Lieutenant, and Captain, ~~and if a position of Major is ever created~~ in the City of Covington Police Department, will be filled by selection from the appropriate eligibility list of officers qualifying for this rank. Should the position of Major ever be created by the City, the City agrees that the candidates considered for this position shall come from the ranks of the Covington Kentucky Police Department. The City shall have the right to create the Major position independent of the terms, conditions and protections of the Working Agreement. The Major position will perform City management functions, and will not perform bargaining unit work. If, after the City creates the position of Major, and this position is filled, and if the position is subsequently eliminated by the City, the person holding the position may opt to return to his or her previously held rank.

6. Article 13, Promotions and Vacancies, paragraph 9 of the Working Agreement shall be modified to read as follows:

9) Promotions will be made to the ranks of Lieutenant, and Captain, ~~and if a position of Major is ever created in the City of Covington Police Department~~, only upon candidate(s) having served a minimum of two (2) years in the next lower rank. This provision may be waived by mutual consent in the event no qualified applicants remain on the eligibility list.

a) The City agrees that the Police Department will maintain a minimum of three (3) Captain positions until December 31, 2015.

7. The FOP agrees to:

- a) Waive any grievance or claims related to the elimination of the positions by the City.
- b) Waive any claims or demands for retro-active pay or other damages for any of the individuals recommended for promotion in this MOU as it relates to the City's elimination of the positions.
- c) That the elimination of positions by the City is a management right.
- d) That promotions approved in this MOU shall not be considered a past practice.
- e) The City has the right to reduce positions by attrition or as otherwise allowed by law.

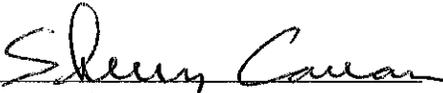
- f) Recognize that the promotions recommended in this document are being compelled by a recommendation from Police Administration and City Management, in order to improve overall departmental efficiency and morale.

IN WITNESS WHEREOF, this MOU is executed as of the day indicated above.

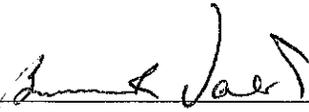
Have seen and agreed:

CITY OF COVINGTON:

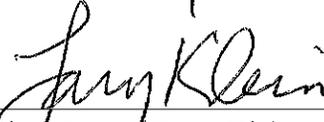
Covington FOP Lodge No. 1:



Mayor Sherry Cafran



Brian Valenti, President, FOP Lodge No. 1



City Manager Larry Klein



Brian Bogard, Secretary, FOP Lodge No.1

Date 7/11/2013