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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBUS REGIONAL AIRPORT AUTHORITY



AND

**FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9**



April 1, 2020 – March 31, 2021

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ARTICLE 1 - PURPOSE

Section 1.1 Agreement This Agreement is made between the Columbus Regional Airport Authority herein after referred to as the "Authority" and the Fraternal Order of Police Capital City Lodge #9 hereinafter referred to as the "FOP" or the "Lodge."

Section 1.2 Purpose The purpose of this contract is to promote cooperation and orderly, constructive, and harmonious relations between the authority, its employees, and the fop; and as an indication of the parties' concern in working toward the goal of maintaining the maximum efficiency of the authority.

Section 1.3 Legal References Where this Agreement makes no specification about a matter, the Authority, the member and the Lodge are subject to all applicable federal, state, and local laws or Authority rules, regulations, or policies pertaining to the wages, hours and terms and conditions of employment for members. In the event the Authority or FOP is a party to a proceeding (to which the other is not a party) before any tribunal of competent jurisdiction which interprets, invalidates, restrains, or applies to a set of facts (individually and collectively referred to hereinafter as "determination") any provisions of this Agreement, such party shall serve on the other party a copy of such determination within seven (7) days of receipt of said determination. Should any part of this Agreement be invalidated by operation of law by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

Section 1.4 Revision of Invalid Provisions In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties of this Agreement shall meet within seven (7) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiation.

Section 1.5 Sanctity of Agreement No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties. Neither party shall attempt to achieve the alteration of this Agreement by any means except as provided in this Agreement.

Section 1.6 Waiver The Lodge agrees that it had the unlimited opportunity during the negotiations which resulted in this Agreement to make proposals and negotiate regarding any subject matter not removed by law from collective bargaining. Therefore, for the life of this Agreement, the Lodge unqualifiedly waives the right to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of the parties during the negotiations.

The Authority on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed or invested in it by the Laws and Constitution of the State of Ohio, the United States of America or any local governmental subdivision. The exercise of any such right, power, authority, duty, or responsibility by the Authority and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to bargaining unit members represented by the Lodge, shall be limited only by the terms of this Agreement.

ARTICLE 2 - NO STRIKE

Section 2.1 No Strike/No Lockout The FOP agrees that there shall be no strikes, slowdowns, or work stoppages called for any cause or for any purpose whatsoever during the term or extended term of the Contract, during the dispute settlement procedure set forth in Section 4117.14, Ohio Revised Code, or during any other mutually agreed upon dispute settlement procedure.

The Authority agrees that there shall be no lockout of the bargaining unit members for any cause or purpose whatsoever. In the event a member of the bargaining unit engages in any unlawful strike, shut down, stoppage, cessation of work, or interference with the Authority's operations, the FOP, its officers, committees, and other representatives will take every action within their power to bring about an immediate termination of each and all such unauthorized activities.

Section 2.2 Remedies for Authority Nothing in this Article shall be construed to limit or abridge the Authority's right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes, work stoppages, or job actions.

ARTICLE 3 - LODGE RECOGNITION

Section 3.1 Recognition

The Authority hereby agrees to recognize the FOP as the sole and exclusive bargaining agent for all full-time police officers below the rank of Corporal for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit.

The FOP recognizes that all other employees of the Columbus Regional Airport Authority are excluded from the bargaining unit.

The FOP hereby agrees to abide by the procedures and policies as set forth in this Agreement.

The FOP shall provide to the President & CEO or designee an official roster of its officers and representatives which is to be kept current at all times.

ARTICLE 4 - FOP REPRESENTATION/BULLETIN BOARDS

Section 4.1 Bargaining Unit Member Representatives The Authority agrees to recognize one (1) member as Lodge Grievance Chairman and one (1) alternate for the purpose of processing grievances and representing members pursuant to the provisions of this Agreement. The Lodge will notify the Director of Public Safety and the Chief People Officer, or designee, in writing of the names of the members and of any changes that may occur. Except as specifically set forth in this Agreement, the bargaining unit member representatives may not conduct Lodge business during their work hours.

The authorized function of the Grievance Chairman and the named alternate, who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing a member or members at grievance meetings;
- B. Acting as liaison between the Authority and the Lodge or its members on matters concerning grievances and this Agreement; and
- C. Assisting the Lodge and the Authority on matters concerning this Agreement, including appropriate attendance at meetings mutually scheduled by the Authority and the Lodge.

The Grievance Chairman shall be released from his or her normal duties, upon approval of his or her supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval shall not be unreasonably withheld. The Grievance Chairman may be recalled to his or her regular duties for the purpose of assisting in necessary police work. None of the duties of the Grievance Chairman described herein may be conducted during overtime hours.

The Grievance Chairman or alternate may be released from regular duties consistent with the Department's staffing needs, with pay, for attendance at Lodge-conducted or Lodge-sponsored training seminars and/or FOP National or State Conferences. This release time shall not exceed an aggregate of twenty-four (24) hours with pay per calendar year for both the Grievance Chairman and alternate.

Section 4.2 Lodge Representatives Lodge representatives shall be admitted to the Authority's facility for the conduct of business or meetings relating to issues of the bargaining unit and its members at reasonable times provided that Authority operations shall not thereby be interfered with or interrupted. The Director of Public Safety, or designee, shall be notified reasonably in advance of such visitation. The Lodge representatives will not be permitted access to any secured or restricted area unless escorted by the Director of Public Safety, or designee.

Section 4.3 Bulletin Board The FOP shall be permitted to maintain the current bulletin board in an agreed upon area. No material may be posted on the FOP bulletin board that contains the following:

- A. Personal comments or attacks upon any person or entity or Authority employee, or any unprofessional material;
- B. Derogatory attacks upon the administration or any Authority official, contractor, or employee;
- C. Attacks or comments regarding any other employee organization including any organization or contractor performing work on behalf of the Authority; or

- D. Material or comments regarding public office holders, candidates for public office, any campaign materials, or partisan or nonpartisan political announcements, posters, stickers, buttons, or related material.

No FOP related materials may be posted in the Authority's facilities or on the Authority's equipment except on the FOP bulletin board. Only FOP material shall be permitted on the FOP bulletin board. Any items posted in violation of the provisions of this Article shall be immediately removed from the bulletin board by the FOP or by the Authority.

Section 4.4 Negotiations If negotiations are scheduled on the shift of two members of the Lodge negotiating committee, the Authority will allow the release of two members for the period of the negotiation sessions subject to being on-call and provided the release of the member does not result in overtime to cover the release.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 General Rights and Responsibilities

Except to the extent modified by the provisions of this Agreement, the Authority reserves and retains solely and exclusively all rights to manage the operations of the Authority. The rights of the Authority shall include, but shall not be limited to the right to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures governing the conduct of the Authority, its employees, and its service to the persons using the facilities and services of the Authority, consistent with the provisions of this Agreement.

Section 5.2 Management Responsibilities

Except as expressly limited by the terms and conditions set forth in this Agreement, the Authority's exclusive rights shall include, but not be limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Authority, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Manage and direct members, including the right to select, hire, promote, supervise, evaluate, retain, transfer, assign, schedule, layoff, and recall; to suspend, discipline, demote, or discharge for just cause; to relieve employees from duty due to the lack of work or lack of funds; and to assign such work to such employees in accordance with the requirements determined by the Authority;
- C. Maintain and improve the efficiency and effectiveness of the Authority's operations;
- D. Determine the overall methods, process, means, or personnel by which public safety operations are to be conducted;
- E. Manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- F. Determine the size, composition, and adequacy of the work force, to establish, modify, consolidate, and to determine staffing patterns, including, but not limited to the assignment of members, qualifications required, and areas worked;
- G. Determine the overall mission of the Authority;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Authority;
- J. Determine, and from time to time re-determine the number, locations and relocations, and types of its employees, or to discontinue any locations and number of employees;
- K. Establish the hours of work, and to determine the necessity for overtime and the amount required thereof;

- L. Promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this Agreement;
- M. Maintain the security of records and other pertinent information;
- N. Determine and implement necessary actions in emergency situations;
- O. Determine when a job vacancy exists, and the duties and qualifications to be included in all job classifications;
- P. Determine the Authority's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes; and
- Q. Manage and maintain Authority facilities including, but not limited to, grounds, roadways, buildings, and other property owned and/or operated by the Authority.

ARTICLE 6 - FOP SECURITY

Section 6.1 Dues Deduction The Authority agrees to deduct FOP membership dues, initiation fees, and assessments, in the amount certified by the FOP to the Authority. The deductions will be made the first pay period of each month from the pay of any member who is an FOP member, upon presentation to the appropriate payroll representative of a written payroll deduction form signed by the FOP member authorizing the deduction. The Authority shall transmit such dues deduction to the FOP on a monthly basis. The Authority agrees to furnish these monies to the Financial Secretary of the FOP, once a calendar month, together with a listing of members for whom deductions were made. The actual dues amount to be deducted shall be based on a uniform amount for each member. The FOP will give the Authority thirty (30) days' notice of any change in the amount of dues deducted.

Dues shall be withheld and remitted to the Financial Secretary of the FOP unless or until such time as the Authority receives a notice of revocation of dues from a member, the member resigns or is separated from Authority employment, the member is laid off from Authority employment, the member is on unpaid leave of absence when the dues deduction would normally otherwise be due, at any time when dues are otherwise due and the member fails to receive sufficient wages to make all legally required deductions in addition to deduction of member dues, when the employee is no longer a member of the bargaining unit, or notice of a member's death.

Section 6.2 Fair Share Fees As a consequence of the decision in Janus v. AFSCME, Council 31, et al. (decided June 27, 2018), the Authority and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the Authority and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The Authority and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the Authority shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 6.3 FOP Responsibility It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The FOP hereby agrees that it will indemnify and hold the Authority harmless from any claims, actions, or proceedings by any bargaining unit member arising from deductions made pursuant to this Agreement. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP. The parties agree and understand that if a bargaining unit member(s) file(s) any action(s) against the Authority and/or FOP regarding the deductions made under this Article, the deductions for the litigating member(s) shall cease immediately until final disposition of the action has occurred.

In the event an action, claim, or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the FOP agrees it shall compensate or reimburse the Authority all costs, fees, and attorney fees the Authority incurs arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Authority, including attorney's fees involved in defending or responding to claims, actions, etc. regarding dues, fees, etc. collected on behalf of the FOP by the Authority.

Section 6.4 Error in Deduction It is agreed that neither a bargaining unit member nor the FOP shall have a claim against the Authority for errors in the processing of dues deductions unless a claim of error is made to the Authority in writing within sixty (60) days after the date such an error is claimed to

have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 6.5 Grievance Procedure The provisions of this Article are not subject to the grievance procedure set forth in Article 17 of this Agreement.

ARTICLE 7 - EMPLOYEE ASSISTANCE PROGRAM

Section 7.1 Employee Assistance Program The Employee Assistance Program (“program”) shall be continued for the duration of this Agreement. The Labor Relations Committee shall be consulted should the Authority propose to modify the program. The Authority shall maintain administrative control of the program and shall have the authority to determine program provider(s).

A member receiving treatment authorized by the program may utilize paid leave (sick leave, vacation leave, and compensatory time) where treatment is necessary during the member’s duty hours.

ARTICLE 8 - SENIORITY AND SERVICE CREDIT

Section 8.1 Definition

"Police Department Seniority" shall be defined as continuous service or employment with the Authority as a member of this bargaining unit since the member's last date of hire.

"Service Credit" is defined as a bargaining unit member's uninterrupted length of service in the employ of either the Columbus Regional Airport Authority, in any capacity, and, at the discretion of the Director of Public Safety, prior employment in another government agency or jurisdiction as a state certified police officer. Service Credit is used to establish, where indicated, the rate at which a bargaining unit member accrues vacation and, where specified, other monetary benefits. Members who are promoted within the chain of command and voluntarily return to the bargaining unit will receive credit toward Police Department Seniority for the time spent in the promoted rank.

- A. The following conditions are periods during which Police Department Seniority or Service Credit do not accrue:
 - 1. Absence while on approved unpaid leave of absence;
 - 2. A layoff of two (2) years duration or less;
 - 3. Disciplinary suspension; and
 - 4. The period during which a member is serving in a probationary period after promotion out of the bargaining unit to a Higher Rank.
- B. Police Department Seniority and Service Credit are broken under the following circumstances:
 - 1. Discharge or removal or demotion;
 - 2. Retirement;
 - 3. Layoff for more than two (2) years;
 - 4. Failure to return to work within thirty (30) calendar days of a recall from layoff;
 - 5. Failure to return to work at the expiration for approved leave of absence; and
 - 6. Resignation
- C. Police Department Seniority also is broken upon successful completion of a probationary period after promotion out of the bargaining unit to a Higher Rank, notwithstanding the exception outlined in Section 8.1 above, when a member chooses to voluntarily return to the bargaining unit after a promotion to a higher rank.

Section 8.2 Lists

The Authority shall maintain current Police Department Seniority and Service Credit lists setting forth the dates for all members in the bargaining unit. (The criteria for determining the bargaining unit member with more Police Department Seniority among two (2) or more bargaining unit members hired on the same date shall be the date the member's application is received and time stamped by the Authority.) This list shall resolve all questions of Police Department Seniority affecting bargaining

unit members covered under this Agreement. Disputes as to Police Department Seniority listing shall be resolved through the grievance procedure and must be presented by the Lodge or the bargaining unit member within the time limits set forth in that procedure.

Section 8.3 Probationary Employees New or probationary employees do not accumulate Police Department Seniority or Service Credit during the probationary period except in relation to other probationary employees. Upon successful completion of the probationary period, the employee will be credited with Police Department Seniority and Service Credit retroactive to his/her date of hire/promotion.

- A. Initial Probationary Period for Newly Hired Members. A newly hired member shall serve an initial probationary period of 365 days from the date of hire. During the initial probationary period, a newly hired member may be separated from employment without a showing of cause. The newly hired member's initial probationary period may be extended, at the Director of Public Safety's discretion, for an additional six (6) month period where the member is given written notice of work performance issue(s) which need to be addressed.
- B. Promotional Appointment to Higher Rank. Should a member be promoted out of the bargaining unit to a Higher Rank and not successfully complete his or her probationary period in that higher rank, the member shall be permitted to return to the rank from which he/she came.

ARTICLE 9 - WORK RULES AND DIRECTIVES

The FOP recognizes the authority of the Authority to promulgate work rules, for the operation of the Public Safety Department. The parties also recognize that the Public Safety Department and all members are subject to and responsible for the implementation of statutory and administrative rule provisions which may not necessarily be included in the Authority work rules. Work rules mean the rules, policies, standards of conduct, directives, and general orders in the Authority Handbook, Police Manual, and written publications of the Authority and the Public Safety Department.

The Authority agrees that all new or revised work rules that materially affect the terms or conditions of employment shall be posted for ten (10) days in advance of their implementation except in an emergency or when such rule change is mandated by law or other legal requirement.

Upon request from the Lodge during the ten-day posting period, the Authority agrees to discuss any such proposed work rule with the Lodge.

If the Lodge requests to bargain regarding a proposed work rule, the Authority and the Lodge will negotiate in good faith during an additional twenty (20) day period. If the Lodge does not request to bargain, or if the Authority and the Lodge bargain until the additional twenty (20)-day period expires without agreement, the Authority may implement the proposed change.

New or revised work rules that do not materially affect the terms and conditions of employment of the members will, where practicable, be provided to the Labor Relations Committee for any input, which may or may not be acted upon, prior to being promulgated. All work rules must be applied and interpreted uniformly to all members. Any complaint that a work rule has not been uniformly applied or enforced shall be resolved solely through the grievance procedure.

When an emergency exists, the President & CEO or designee is empowered to suspend work rules in situations where the President & CEO, within his/her discretion and judgment, determines that such suspension is necessary to protect the health, welfare and safety of individuals, property and assets and to facilitate the safe operation of the Authority.

ARTICLE 10 – UNIFORMS AND EQUIPMENT

Section 10.1 Furnishing of Uniforms

The Authority shall provide uniforms subject to the Department rules and regulations. Bargaining unit members who sever employment shall return all uniform parts and equipment purchased or provided to them.

Section 10.2 Maintenance of Uniforms

It shall be the responsibility of the bargaining unit member to maintain, in good working order, all uniform items and equipment and to be in proper uniform at all times when on duty or as otherwise required by the Director of Public Safety.

Uniforms shall be worn and maintained according to the standards established by the Director of Public Safety and according to the Department rules and regulations subject to discipline.

Failure to properly maintain uniforms and/or equipment may result in bargaining unit member discipline in addition to the bargaining unit member's liability for reimbursement of payment to the Authority.

Section 10.3 Dry Cleaning

The Authority shall provide and pay for the cleaning of members' uniforms.

Section 10.4 Plain Clothes/Dry Cleaning Allowance

The Authority shall provide an annual allowance of \$400.00, to those members working in a position designated by the Director of Public Safety as appropriate for plain clothes. Such designation may change as the Director of Public Safety sees fit. The allowance, for plain clothes and dry cleaning, shall be payable in equal installments on a quarterly basis with the member's first paycheck in each quarter of the year. Plain clothes utilized by members for work shall not be eligible for dry cleaning by the Authority.

ARTICLE 11 – JOB ASSIGNMENT

Section 11.1 Filling of Patrol Assignments

Bidding. Assignments to patrol shifts and days off shall be posted annually in December or in the event the schedule is restructured by the Authority. Assignments shall be posted for a ten (10) day period and shall be made by means of Police Department Seniority. A member who is serving in his or her initial probationary period as of January 1 shall not have an opportunity to compete for shift assignments until the first annual posting procedure after the conclusion of said probationary period. The posting shall include the days off for each shift assignment.

Bidding shall be by Police Department Seniority as defined in Section 8.1 of the Agreement, beginning with the most senior member and ending with the least senior member.

Bidding will be accomplished in person within a ten (10) day posting period, with annual new shift assignments to be effective for a one (1) year period beginning in the first full pay period of January. However, if any member is unavailable to bid in person due to illness, injury, family emergency, and/or prescheduled approved paid leave, the member may bid by proxy pursuant to a method mutually agreed to by the parties. In the event of a restructuring, assignments shall be made as soon as possible after bidding is accomplished. The Authority will give at least five (5) days' notice before changing the days-off/shift of a non-probationary member, except for exigent circumstances or the agreement of the member

Interim Bidding. Should a vacancy occur during the year, the vacancy will be posted for a seven (7) day period and shall be filled by a member in the same rank by bidding based upon Police Department Seniority, as defined in Section 8.1 of the Agreement. The most senior member who bids on the vacancy shall receive the assignment.

Should no member bid on the vacancy, the Director of Public Safety may appoint the least senior member of the unit, based upon Police Department Seniority, to fill the vacancy. Any resulting vacancy as a result of interim bidding shall be bid in the same manner.

Section 11.2 Filling of Non-Patrol Assignments

Whenever a vacancy occurs in a non-patrol assignment, the Director of Public Safety shall post a Job Assignment opening for ten (10) days and shall allow any interested member to apply within the posting period. The Director of Public Safety shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Director of Public Safety shall give consideration to all applicants who apply. The criteria for selection shall include, but not be limited to, ability, work performance, and seniority based upon Police Department Seniority. Members agree to remain in the non-patrol assignment for the term listed in the posting.

Prior to making any change in the schedule for a non-patrol assignment, the Director of Public Safety will meet with the affected member(s) and a Lodge representative to discuss the need and reasons for the proposed schedule change.

Current job descriptions and requirements for non-patrol assignments shall not be amended without first discussing the desired changes with the FOP at a Labor Relations Committee meeting.

Section 11.3 Task Force Assignments A member's assignment to a Task Force (e.g., JTTF, DEA) will be re-evaluated at intervals of not more than every five (5) years.

Section 11.4 Reassignment/Transfer It is understood that the Director of Public Safety retains the right to reassign or transfer a member to ensure the needs, interests, and effective operation of the Police Department or to ensure the safety of a member or the public. Prior to such reassignment or transfer, the Director of Public Safety will meet with the member and a Lodge representative to apprise the member of the reason(s) for the planned reassignment or transfer and to receive input from the member and the Lodge. Should the reassignment or transfer be grieved, the grievant bears the burden of showing that the reassignment or transfer violates the Agreement.

ARTICLE 12 – HOURS OF WORK/OVERTIME/COMPENSATORY TIME

Section 12.1 Purpose

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Authority from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of bargaining unit members. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 12.2 Workday, Work Week and Pay Period

- A. **Workday** A workday shall normally consist of either eight (8) or ten (10) consecutive work hours during a scheduled work shift. In continuous twenty-four (24) hour, seven (7) days-a-week operations, for the purposes of payroll, a workday is defined as the day of the week in which the majority of the hours of the member's shift are spent working.
- B. **Work Week** Except to accommodate change of shifts, days off or other operational needs, a workweek shall normally consist of either five (5) workdays followed by two (2) consecutive days off during a seven-day period or four (4) workdays followed by three (3) consecutive days off during a seven-day period.
- C. **Pay Period** The pay period shall be a fourteen (14) calendar day period as defined by the Authority beginning on a Sunday and ending on the second Saturday thereafter.

Section 12.3 Overtime

A. Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days

- 1. For work in excess of eight (8) hours in paid status per day or forty (40) hours in the work week, shall receive one and one-half (1 ½) times the member's regular straight time rate of pay, including shift differential. Overtime pay shall be included in the next regular pay check for the pay period during which it was earned. A member may substitute time off, hour-for-hour, within the same payroll period, for work in excess of eight (8) hours per day if mutually agreed upon by the member and his/her supervisor.
- 2. For work performed on the first day off, will be paid one and one-half (1 ½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
- 3. For work performed on the second day off (or third day off for members assigned to work a 4/10 schedule): (a) members who volunteer for work will be paid one and one-half (1 ½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status; and (b) members who are ordered to report to work will be paid two (2) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
- 4. In the event a schedule is modified for training, the member and the Authority will designate the second day off in advance.

B. Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days

1. For work in excess of ten (10) hours in paid status per day or forty (40) hours in the work week, members shall receive one and one-half (1 ½) times the member's regular straight time rate of pay, including shift differential. Overtime pay shall be included in the next regular pay check for the pay period during which it was earned. A member may substitute time off, hour-for-hour, within the same payroll period, for work in excess of ten (10) hours per day if mutually agreed upon by the member and his/her supervisor.
 2. For work performed on the first and/or second day off, members will be paid one and one-half (1 ½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
 3. For work performed on the third day off: (a) members who volunteer for work will be paid one and one-half (1 ½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status; and (b) members who are ordered to report to work will be paid two (2) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
 4. In the event a schedule is modified for training, the member and the Authority will designate the third day off in advance.
- C. For purposes of this Article, hours in paid status shall include hours of actual work, and time spent on paid leave. Overtime, in order to be compensated under this Article, must have prior approval of the Director of Public Safety or designee.

Section 12.4 Pyramiding There shall be no pyramiding of pay for the same hours worked or paid.

Section 12.5 Call-In Pay When a member is off duty and is called in to work, he/she will be paid for a minimum of four (4) hours at the appropriate rate of pay for the call-in. However, if the member is called in to work (2) hours or less prior to the start of his/her regularly scheduled shift, the member will be paid for a minimum of two (2) hours at the appropriate rate of pay for the call-in. If the hours pertaining to the call-in, about his/her regularly scheduled shift, the member will remain at work for his/her assigned shift.

Court appearances will, to the extent possible, be scheduled during or abutting the member's regularly scheduled shift. If the court appearance cannot be scheduled in conjunction with the member's shift the member will be paid a minimum of three (3) hours at the overtime rate of pay.

Section 12.6 Substitution/Trading of Time If a member, with the approval of his/her supervisor, and solely at the member's option, agrees to substitute during scheduled hours for another member, except as required by the Fair Labor Standards Act (FLSA), the hours the member works as a substitute shall be excluded by the Authority in the calculation of hours worked for purposes of computing overtime eligibility.

A member whose shift is worked by another member will not be permitted to take vacation or compensatory time for the shift, which he/she has agreed to work in trade. The member who works the shift for the originally assigned member will be paid his/her regular rate of pay for the shift.

Where a supervisor's approval has been received allowing members to substitute for one another or trade shifts, it is the responsibility of the member originally assigned to the shift to ensure that the assignment is fulfilled.

Section 12.7 Compensatory Time

- A. Compensatory time is time earned on a premium basis. The amount of compensatory time earned is calculated by multiplying the number of hours actually worked on an authorized premium basis by one and one-half (1 ½) when time and one-half is applicable or by two (2) when double time is applicable. The compensatory time account balances shall be maintained in units of hours.
- B. Eligibility. A compensatory time account may be established for full-time members. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The member may, at his/her option, receive either cash payment or compensatory time for time worked on a premium basis.
- C. The following conditions shall govern the use of compensatory time:
 - 1. Compensatory time, upon request by the member, may be taken by the member at such time or times as may be approved by the President & CEO or designee.
 - 2. A member, who is about to be separated from Authority service for any reason and who has an unused compensatory time account balance to his/her credit, shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the member's regular hourly straight time wage rate by the number of hours in his/her compensatory time account upon separation.
 - 3. Members may accumulate up to two hundred (200) hours of compensatory time.
 - a. Members with a regularly scheduled work week consisting of five (5), eight (8) hour days shall be permitted to use forty-eight (48) hours of compensatory time per calendar year. If a request to use compensatory time is submitted at least seventy-two (72) hours in advance, such request shall not be denied solely because approval of the request may result in scheduling another member to work in an overtime status. Requests to use compensatory time that are submitted less than seventy-two (72) hours in advance may be approved at the discretion of the member's immediate supervisor. Members may be permitted to use more than forty-eight (48) hours of compensatory time if approval is received from the member's immediate supervisor, provided such approval does not result in additional costs to the Authority. Permission shall not be unreasonably withheld and shall be applied equally to all members. In the final pay period of each year, the member shall have his compensatory time bank brought down to no more than forty-eight (48) hours of compensatory time. Compensatory time amounts shall be paid in December each year. All hours deducted from the member's bank will be paid at the rate the compensatory time was earned. A member may reduce his/her compensatory time bank to zero (0) hours if the member so desires.
 - b. Members with a regularly scheduled work week consisting of four (4) ten (10) hour days shall be permitted to use fifty (50) hours of compensatory time per calendar year. If a request to use compensatory time is submitted at least seventy-two (72) hours in advance,

such request shall not be denied solely because approval of the request may result in scheduling another member to work in an overtime status. Requests to use compensatory time that are submitted less than seventy-two (72) hours in advance may be approved at the discretion of the member's immediate supervisor. Members may be permitted to use more than fifty (50) hours of compensatory time if approval is received from the member's immediate supervisor, provided such approval does not result in additional costs to the Authority. Permission shall not be unreasonably withheld and shall be applied equally to all members. In the final pay period of each year, the member shall have his compensatory time bank brought down to no more than fifty (50) hours of compensatory time. Compensatory time amounts shall be paid in December each year. All hours deducted from the member's bank will be paid at the rate the compensatory time was earned. A member may reduce his/her compensatory time bank to zero (0) hours if the member so desires.

4. No interest is to be paid by the Authority on any compensatory time account.

Section 12.8 Overtime and Special Duty Scheduling

- A. **Special Duty Scheduling.** Special duty assignments must be approved by the Director of Public Safety or designee. A special duty assignment will first be offered to the most senior non-supervisory bargaining unit member. That bargaining unit member can either choose to work the assignment or to pass. In either case the affected member will be charged for purposes of tallying total special duty hours worked and will go to the bottom of the list. Subsequent special duty assignments will be offered to bargaining unit members via reverse seniority until the least senior member has been given an opportunity to work or pass on the job. Special duty assignments will then be offered to non-bargaining unit members by seniority (Corporals, Sergeants and then Lieutenants) until each one has been given an opportunity to work or pass. In the event a supervisor is required for a particular special duty assignment due to the number of officers required, selection of the supervisor would not count against their rotation in the above selection process. If the special duty assignment cannot be filled after going through the above process the special duty assignment shall be turned over to the affected jurisdiction, Special Duty Office.
- B. **Overtime.** Overtime availability is classified into two categories, Unscheduled and Scheduled.
 1. Unscheduled overtime is available hours to be worked in overtime status when notice is less than twenty-four (24) hours. Unscheduled overtime will be in increments of four (4) hours or less. Unscheduled overtime will be filled by bargaining unit members that are working and/or that are scheduled to work the shift after the vacancy. Unscheduled overtime will first be offered on a volunteer basis and if more than one bargaining unit members accepts then the member with the least amount of overtime hours tallied will be awarded the overtime. If no bargaining unit member voluntarily accepts the overtime, the overtime can be offered to non-bargaining unit members. If the non-bargaining unit members decline, the bargaining unit member with the least amount of seniority will be ordered to work. For bargaining unit members that are called for mandatory overtime before their scheduled shift, supervisors shall make every attempt to first contact the bargaining unit member that has the least amount of seniority.

Subsequent unscheduled overtime assignments will be filled in the same manner, moving to the next least senior officer who has not yet been mandated to work unscheduled overtime

hours. This process will continue until the most senior member has worked the mandated hours, at which time the list will start over.

Bargaining unit members who are assigned to a federal task force are exempt from the mandatory overtime clause associated with Section 12.8(B) unless exigent circumstances exist or there is an operational need as determined in the sole discretion of the Director of Public Safety.

2. Scheduled overtime is available hours to be worked in overtime status when notice is more than twenty-four (24) hours. Scheduled overtime can be either eight (8) or four (4) hour increments. Scheduled overtime will be first offered to the bargaining unit member with the least amount of tallied overtime hours from the shift the vacancy has occurred. If that bargaining unit member declines to work, the bargaining unit member with the next least amount of tallied overtime hours will be offered the overtime. This process will continue until the overtime is filled. If no bargaining unit member accepts the overtime, the overtime may be offered to non-bargaining unit members and that decision rests on management. If, after everyone has had an opportunity to work the overtime and declines, or management refuses to offer the overtime to non-bargaining unit members, then the scheduled overtime will be treated as unscheduled overtime for purposes of filling the assignment(s).
3. The tallied overtime hours will be maintained by the Patrol Lieutenant or designee. The roster will be kept in the Sergeant's office and made available for viewing by all bargaining unit members. In the event a new bargaining unit member is hired by the agency, this member will be assigned an amount of hours equal to the bargaining unit member with the highest number of tallied hours on the current overtime roster. The overtime roster will revert to zero (0) at 6 a.m. each January 01.
4. If the processes listed in (1) and (2) above would result in a member being scheduled to work more than twelve (12) consecutive hours, or being scheduled with less than an eight (8) hour break before the next scheduled work assignment, then that member can be skipped over and selected for the next mandatory assignment that would not cause the same issue. Additionally, members on their regularly scheduled days off and while on approved leave should normally be excluded from being ordered in to cover overtime assignments. Further, management has the right not to offer an assignment to a member if the assignment would result in paying double time. In the event a bargaining unit member is not offered the overtime assignment because it would result in double time, the hours shall not be counted against the member for purposes of voluntary overtime opportunities.

ARTICLE 13 – LAYOFF AND RECALL

Section 13.1 General

The Authority may layoff members or abolish positions in the bargaining unit as a result of lack of funds or work, reorganization, or for efficient operations. In case any layoff of members is anticipated, the Authority shall notify the Lodge and affected members of the impending layoff at least thirty (30) days prior to the date of layoff. In the event of a layoff situation, members will be laid off in accordance with their Police Department Seniority as defined in Article 8.

The least senior member shall be the first laid-off and any additional layoff shall be by inverse seniority. In the event of a reduction in force, non-bargaining unit members, from higher ranks in the Police Department may not displace bargaining unit members. Bargaining unit members who are displaced will retain recall rights as stated below.

Prior to the layoff of any bargaining unit member, all non-bargaining unit, part-time police officers must be laid off.

Section 13.2 Recall

Recall from layoff will be made in reverse order of layoff. Bargaining unit members on layoff will be recalled to either part or full-time positions before non-bargaining unit, part-time police officers are recalled or employed. Members retain recall rights for two (2) calendar years. Notice of recall from layoff shall be sent to the member by certified or registered mail to the Lodge member's last known address, with a copy to the Lodge. Each member is responsible for notifying the Authority of any change of address during the lay off period. The member recalled from layoff shall have thirty (30) calendar days following the date of receipt of the recall notice, or longer period if mutually agreed, to either report for duty as scheduled or notify the Authority of his/her intention to resign employment.

Section 13.3 Appeal of Layoff

Appeals of layoffs may be pursued only through the grievance and arbitration procedure contained in this Agreement.

ARTICLE 14 - TRAINING

Section 14.1 Voluntary Training

Voluntary training scheduled and attended on a member's day off shall not be considered as time worked. The parties may agree to reschedule shift(s) and day(s) off. Any voluntary training that is considered as time worked shall not exceed the hours the member was originally scheduled to work (including, but not limited to overnight stays, travel, meal time, etc.) that day(s).

Any voluntary training approved by the Authority or training required by the Authority and travel related thereto during a member's regularly scheduled hours of work shall be considered as hours worked. The Authority may change the member's shift/days off to avoid payment of overtime.

Section 14.2 Travel Time

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** Travel time outside a member's regularly scheduled hours of work, meal times, and any overnight stays necessary for training required by the Director of Public Safety or designee shall not be considered hours worked and shall not be compensated unless the time is part of the previously approved time, up to the limit of eight (8) hours.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** Travel time outside a member's regularly scheduled hours of work, meal times, and any overnight stays necessary for training required by the Director of Public Safety or designee shall not be considered hours worked and shall not be compensated unless the time is part of the previously approved time, up to the limit of ten (10) hours.

Section 14.3 Mandatory Training

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** On mandatory training days, members whose regularly scheduled work week consists of a five (5) day, eight (8) hour work week will work an eight (8) hour day regardless of the length of the mandatory training. In the event training does not take up the scheduled work day, members will be assigned regular police duties for the remainder of the shift, or the member may request leave time for those remaining hours.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** On mandatory training days, members whose regularly scheduled work week consists of a four (4) day, ten (10) hour work week will work a ten (10) hour day regardless of the length of the mandatory training. In the event training does not take up the scheduled work day, members will be assigned regular police duties for the remainder of the shift, or the member may request leave time for those remaining hours.

ARTICLE 15 – INTERNAL INVESTIGATIONS AND DISCIPLINE

Section 15.1 Chain-Of-Command Investigations for Non-serious Complaints and Minor Offenses Given that some types of complaints or concerns do not warrant a full internal investigation, an informal process of inquiry into these minor issues may be followed. Once the issue is reduced to writing by a supervisory officer or officer-in-charge, this process may be initiated for resolution of non-serious infractions where discipline is reasonably expected not to exceed a written reprimand.

The investigating supervisor shall notify the accused member of the nature of the complaint or inquiry and shall gather facts about the allegations from the member. If the issue can be resolved through this process, documentation and any appropriate discipline shall be completed. If the issue cannot be resolved, the member chooses not to make a statement, or more serious allegations surface, this informal process shall cease and the matter will immediately be transferred to the formal internal investigation process and be subject to progressive discipline as outlined therein.

Section 15.2 Notice to Members Reasonably in advance of an investigation interview, written notification stating the allegations made against a member will be given to the member. In addition, the member will be notified at that time whether the investigation is criminal or disciplinary in nature. The member shall be apprised of the factual allegations of the complaint/administrative investigation when he/she is first officially notified of the investigation and prior to questioning.

Any time an inquiry concerning a member occurs and the Authority believes that disciplinary action will or may result, the member will be notified when he/she is first questioned that a disciplinary result is possible.

Prior to the investigation interview, the member shall be furnished with the citizen complaint or written summary of the allegation. The written summary shall be clear, specific, and without ambiguity.

Section 15.3 Member Responsibility and Representation A member is required to truthfully and completely answer all questions in an investigation. Witness members have a responsibility as law enforcement officers to provide any information which may be relevant and report conduct which violates rules or standards of conduct.

During investigatory interviews, a member shall be advised that refusal to fully and completely answer questions, if continued, may be the basis for a charge of insubordination. As such, in all non-criminal investigatory interviews, the Authority will follow the Garrity rule in administering interviews to members.

Prior to questioning, members shall be advised of their right to be represented by a Lodge representative or attorney. If a member desires, he/she shall be given a reasonable opportunity to consult with a Lodge representative before being required to answer questions. The member may, upon request, be accompanied by a Lodge representative or attorney during investigatory interviews. However, the investigatory interview will not be delayed pending the availability of a specific representative. The Lodge representative or attorney will not interfere with the interview, but it is recognized by the Authority that consultation with the member during breaks in the interview, reasonable questions relating to procedural matters, and stating objections to particular questions or procedures do not constitute “interference” with the interview.

Section 15.4 Complaints Citizen complaints and complaints from other agencies directed toward bargaining unit members shall be recorded on a standard form and reduced to writing. The form shall contain a section that sets forth the language of the Ohio Revised Code 2921.15.

Section 15.5 Interviews Any questioning or interviewing of a member will be conducted at hours reasonably related to his/her shift, preferably during or immediately before or after the shift. Questioning or interview sessions shall be for reasonable periods of time and time shall be allowed for rest periods and to attend to physical needs. If the investigation is criminal in nature, the member will be informed of his/her constitutional rights in accordance with the law. If, during the course of, or prior to questioning, it becomes apparent to the investigator that the member has become a criminal suspect, the member shall be informed of his/her constitutional rights in accordance with law.

Section 15.6 Recording The interview shall be taped by the Authority. A copy of the tape or a transcript thereof will be made available to the member, upon request, at no expense.

Section 15.7 Notification Regarding Determination A member under investigation shall be informed of the determination at the conclusion of the investigation. Where practicable, such notice shall be given to the member prior to any public or media release as to the determination.

Section 15.8 Just Cause For Discipline No bargaining unit member having completed his/her initial probationary period shall be disciplined or discharged except for just cause. During the initial probationary period a member may be removed without a showing of cause.

Section 15.9 Pre-disciplinary Process Before any member is suspended or discharged from employment, the member shall have the opportunity to have a pre-disciplinary conference with the Director of Public Safety or designee for the purpose of receiving, from the Authority, the reason for the proposed suspension, or discharge, and to explain to the Authority his/her version of the facts giving rise to the proposed discipline.

The Director of Public Safety will provide the bargaining unit member with at least forty-eight (48) hours' notice in advance of the conference. The notice will contain the date and time of the conference, the charges to be addressed and a summary of the documentation on which the charges are based. The member may have a Lodge representative or attorney at the conference. Reasonable extension of time will be afforded to the Lodge to allow the Lodge Representative or attorney the opportunity to obtain copies of all investigatory records and to adequately prepare for the conference.

The Director of Public Safety may make fact witnesses available for the conference. The Director of Public Safety has the sole discretion to include or exclude witnesses. The conference shall be taped in accordance with Section 15.6, above.

The member may waive appearance at the pre-disciplinary conference by submitting a written statement to that effect to the Director of Public Safety.

Section 15.10 Form of Discipline

The following disciplinary action may be taken by the Authority: (a) documented warning; (b) written reprimand; (c) suspension without pay; (d) discharge from employment; (e) working suspension¹; (f) forfeiture of paid leave; and (g) reduction in pay or rank.

A notice of counseling is not considered discipline.

Section 15.11 Progressive Discipline

Except in situations warranting more severe discipline, to be determined by the Director of Public Safety, the Authority shall discipline members in accordance with the principle of progressive discipline. The level of discipline will be commensurate with the offense and may commence at more severe discipline up to and including discharge.

¹A working suspension is one in which the member continues to work and receives his/her regular pay, but receives documentation in his/her personnel file as if a suspension without pay had been served for the infraction.

ARTICLE 16 – PERSONNEL RECORDS

Section 16.1 Availability of Records

Members are permitted to review their personnel files within a reasonable time upon request to the Chief People Officer, or designee, and in accordance with the policies and procedures established by the Human Resources Department. The member will be notified when the Authority receives a request pursuant to law to review the member's personnel file. The member will have the opportunity to raise objections to the individual's request to review the file.

Section 16.2 Responses by Members

If, upon examining his/her personnel file, any member wishes to attach a response or addendum to any disciplinary documentation or performance evaluation, he/she may do so. All such responses or addenda will be dated and signed by the member.

Section 16.3 Placing Documentation in Personnel Files

The Authority shall place documents in a member's personnel file in accordance with law and Authority policies and procedures. When the document provides a record of employee training, performance evaluation, or disciplinary action, the member will also be provided with a copy at no cost. Members may be required to sign such documents or otherwise acknowledge receipt of those documents.

Section 16.4 Force and Effect of Prior Disciplinary Action

Documented warnings will no longer have any force or effect for purposes of determining progressive discipline six (6) months after issuance, provided there has been no intervening disciplinary action during the six (6) month period. Written reprimands will no longer have any force or effect for purposes of determining progressive discipline one (1) year after issuance, provided there has been no intervening disciplinary action of a reprimand or greater during the one (1) year period.

Other forms of discipline, which occurred more than two (2) years prior to any current potential disciplinary action, will no longer have any force or effect for purposes of determining progressive discipline provided there has been no intervening discipline during the two (2) year period. Documents reflecting such other forms of discipline may be used to indicate that an employee had prior notice that a specific action or type of conduct violated Authority policy or was otherwise inappropriate.

Documents reflecting disciplinary action shall be removed from the member's personnel file at the member's request and placed in a separate file when they no longer have force and effect for purposes of determining progressive discipline and will be destroyed in accordance with the Authority's records retention schedule. Notwithstanding the foregoing, records for sustained acts of untruthfulness occurring during the course and scope of a member's law enforcement duties may be maintained in a file separate from a member's personnel file throughout a member's employment and reemployment or reappointment (if any). The sole purpose for the continued maintenance of these records from a member's personnel file is to comply with the requirements of *Brady v. Maryland*, 373 U.S. 83 (1963).

ARTICLE 17 – GRIEVANCE AND ARBITRATION PROCEDURES

Section 17.1 General Definitions

- A. “Day” as used in this procedure means a calendar day.
- B. “Grievance” is defined as an allegation that there has been a breach, misinterpretation, or improper application of any term or terms of this Agreement.
- C. “Grievant” shall be defined as any member, group of bargaining unit members, or the Lodge. If a Lodge or group grievance is filed, all adversely affected members must be identified when the grievance is filed. All grievants will be bound by the outcome of the grievance.

Section 17.2 General Provisions

All grievances shall include:

- A. Grievant’s name and signature;
- B. Date, time, and location of the grievance;
- C. Description of incident giving rise to the grievance;
- D. Article or Section of the Agreement alleged to be violated;
- E. Date grievance was first discussed with a supervisor and name of supervisor;
- F. Date grievance was filed in writing; and
- G. Desired remedy to resolve grievance.

A member has the right to present a grievance and have it adjusted, without intervention of the Lodge, as long as the adjustment is consistent with the terms of this Agreement and as long as the Lodge is present at the adjustment.

Members shall not prepare or investigate grievances during working hours, except as otherwise specifically provided in this Agreement.

This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement. All settlement agreements will be reduced to writing and signed by the Lodge’s representative, the grievant, and the Authority’s representative. All settlement agreements are final and binding on the parties.

The parties may mutually elect to employ a mediation process to resolve issues otherwise subject to arbitration.

Section 17.3 Time Limits

It is the intention of the Authority and the Lodge that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful response at each step, however, designated representatives of the Lodge and the Authority may mutually agree, in writing, at any step, to an extension of time for any response or appeal. Any step in the grievance procedure may be skipped on any grievance by mutual, written, consent. In the absence of such mutual agreements a grievance, which is not timely presented at the initial step of the procedure, will not be considered a grievance and need not be heard by the Authority. If the Lodge or the aggrieved member fail to timely advance a grievance to the next step in the procedure, the grievance is considered settled in accordance with the Authority’s most recent response. If the Authority fails to timely respond to a grievance the Lodge may advance the grievance to the next step in the procedure. Extensions shall not be unreasonably withheld.

Section 17.4 Steps It is the mutual desire of the Authority and the Lodge to provide for prompt adjustment of grievances. Responsible effort shall be made by the Authority and the Lodge to affect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following procedures shall be followed:

Step 1 Immediate Supervisor A member who believes that he/she has a grievance may bring such matter to the attention of his/her immediate supervisor, in writing, within ten (10) days after the events giving rise to the grievance occurred.

The member's immediate supervisor will provide a response to the member within seven (7) days after the member's presentation of the grievance.

Step 2 Director of Public Safety If the grievance is not resolved at Step 1; the grievant may present the grievance, in writing, within seven (7) days after the immediate supervisor's response, to the Director of Public Safety. The Director of Public Safety reserves the right to appoint a designee in each case.

The Director of Public Safety, or designee may hold a meeting, at his/her discretion, within seven (7) days, to clarify any allegations made in the written grievance. If the grievant desires Lodge representation he/she will notify the representative of the date and time of the meeting and notify the Director of Public Safety, or designee which Lodge representative will be attending.

The Director of Public Safety, or designee will respond to the member in writing within seven (7) days after the meeting, if held, or within seven (7) days of the date of receipt of the grievance.

Step 3 Arbitration If a grievance is not resolved at Step 2, the grievance, with the approval of the FOP, may be submitted to binding arbitration. The Lodge shall submit to the Director of Public Safety a written notice of the Lodge's intent to arbitrate the grievance within fourteen (14) days following the date of the response outlined in Step 2. Failure to request arbitration in a timely manner shall render the grievance settled in accordance with the Director of Public Safety's response.

After receipt of a request to arbitrate the grievance from the Lodge, the parties may mutually select an arbitrator. If unable to mutually select an arbitrator, the parties may select or strike arbitrators from a panel of seven (7) labor arbitrators supplied by the Federal Mediation & Conciliation Service. Either the Authority or the Lodge may reject an entire panel once and request a new panel.

Section 17.5 Authority Of Arbitrator The arbitrator shall have no authority to add to or detract from the terms of this Agreement. The arbitrator's decision is final and binding on the parties subject to the provisions of Ohio Revised Code §2711.

The arbitrator shall be requested to render his/her decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Section 17.6 Arbitration Expenses The cost of the arbitrator shall be borne equally between the parties. The expenses of any non-member witness shall be borne, if at all, by the party calling him/her. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

Section 17.7 Release For Attendance

The Grievant, Grievance Chairman and any member witnesses will be excused from their regular duties during their participation in the hearing if the hearing is held during their regularly scheduled hours of work. In no case will a member receive payment for participating in an arbitration proceeding that is held outside of his/her regularly scheduled hours of work. Any members released under this Section shall be required to drop or forego any of the activities allowed by this Section for the purpose of assisting in emergency police work when operational needs dictate. The Authority shall not incur any overtime expense as a result of this provision.

Section 17.8 Pre-arbitration Meeting

Either party may request, in writing, a pre-arbitration meeting. The purpose of the meeting is to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. A meeting may be requested at least thirty (30) calendar days after the appeal to arbitration. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the pre-arbitration meeting.

If this pre-arbitration process is utilized, any documentation or witness lists not exchanged through this procedure cannot be used in the arbitration hearing and the arbitrator shall not allow any documents or witnesses not previously provided or listed.

Section 17.9 Indemnification

The Lodge agrees to indemnify and hold the Authority, its Board of Directors, officers, or employees harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Lodge failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the grievance and arbitration procedure contained in this Agreement.

ARTICLE 18 – SPECIAL LEAVE WITH PAY

Section 18.1 Jury Duty Leave A full-time member required to serve upon a jury in any court of record shall be paid his/her straight time wages for the period of time so served. Time served upon a jury shall be deemed active service with the Authority for all purposes. The member is required to obtain a signed record from the courts to document the time spent on jury duty.

When a full-time member receives notice for jury duty in any court of record, he/she shall present such notice to his/her supervisor. A copy will be made of the notice and filed and recorded in the member's personnel file.

- A. When notified by the court to report for jury duty on a certain date, a time report shall be completed and signed by the Assignment Commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the member to his/her supervisor upon return to work.
- B. When released by the court from jury service and such release is more than four (4) hours prior to the end of his/her regular shift, the member shall be required to report for work assignment within a reasonable time after release. The supervisor in each individual case shall determine that time.

Section 18.2 Examination Leave Time off with pay shall be allowed members taking a required examination pertinent to their Authority employment upon prior approval by the Director of Public Safety.

Section 18.3 Disaster Leave Time off with pay will be allowed to a qualified member for service in specialized disaster relief service for the American Red Cross. Said leave shall be granted only after the requisition of the individual serving in such capacity by the American Red Cross. Eligibility of any member for such service shall be established prior to the granting of leave and subject to the approval of the President & CEO, or designee, for the individual involved.

Section 18.4 Military Leave The Authority agrees to comply with state and federal laws regarding military leave.

ARTICLE 19 – LABOR MANAGEMENT MEETINGS

Section 19.1 Purpose The Authority and the Lodge recognize that certain subjects may be of concern to either party. Therefore, a Labor Relations Committee is established for the purposes of discussion of subjects as raised by either of the parties.

Section 19.2 Labor Relations Committee Labor Relations Committee meetings shall be scheduled not more frequently than once every three (3) months at the request of either party or more frequently as agreed by the parties. Persons who are specialists in the subject matter under discussion may be brought into Labor Relations Committee meetings with notice to the other party. The Lodge members of the Committee shall consist of two (2) members elected by the membership and the Lodge President or designee. The Authority members of the Committee shall consist of the Director of Public Safety, representative(s) from Human Resources, and up to two (2) additional members selected by the Director of Public Safety. At least three (3) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda.

ARTICLE 20 – MISCELLANEOUS

Section 20.1 Safety

- A. The Authority agrees to maintain all buildings, facilities, vehicles, and equipment owned and operated by the Authority in a safe and healthful manner. The Authority will furnish and maintain the tools, facilities, vehicles, and provide the necessary training to members to carry out the member's job duties. The Authority shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.
- B. The bargaining unit members will properly use and care for vehicles, equipment, and work areas in a safe and proper manner and follow all safety rules and safe working methods. Members shall be responsible to report any unsafe buildings, facilities, vehicles, or equipment, and any unsafe practices by any employee of the Authority.

Section 20.2 Agreement Copies

The Authority agrees to equally share the cost of printing the Agreement with the FOP.

Section 20.3 Mileage Reimbursement

Mileage reimbursement shall be in accordance with the uniform policy applicable to all Authority employees.

Section 20.4 Off-Duty Weapons

The Authority neither encourages nor discourages the carrying of weapons off-duty, but relies solely upon the provisions of state and federal law to govern members' decisions in this regard. Officers, in active service, and not on suspension, are permitted to carry department issued badges/shields and ID while off-duty.

Section 20.5 Promotions

All employees in the bargaining unit shall be permitted to compete in an open competitive examination process for promotion to positions in any higher rank in the Police Department, provided they meet the minimum eligibility requirements. The Authority reserves its right to permit other qualified non-bargaining unit individuals to compete in the open competitive examination process for the positions of Corporal, Sergeant and Lieutenant. The Authority shall establish a promotional list for each applicable rank and shall place candidates on the list in order by total score from highest to lowest. The Authority may promote to a position from among the top three candidates on a list. Each promotional list shall be effective for two (2) years from the date it is certified by the Authority.

Promotion of a candidate other than in established rank-order may be appealed by any candidate who has been passed over, to the Chief Operating Officer of the Authority. No appeal may be taken beyond the Chief Operating Officer. Such appeal is not considered to be a grievance.

Section 20.6 Contracting Out

The Authority agrees not to contract out or civilianize any law enforcement duties, unless such matters are first discussed in good faith with the FOP at the Labor Relations Committee Meetings.

Section 20.7 Drug Testing

Drug Testing shall be in accordance with the uniform policy applicable to all Authority employees.

Section 20.8 Record of Accumulated Leave Time

Employees shall be provided with a record of accumulated earned vacation, sick leave and compensatory time on a bi-weekly basis. Upon request, the

Authority shall provide members with a written record of their balance of sick leave that was transferred from other governmental units.

Section 20.9 Transitional Work Program The Authority agrees to have available one (1) light duty assignment at any given time for use in connection with on-the-job injuries through the use of the Transitional Work Program. Such assignment will be for a period of sixty (60) days which may be extended at the discretion of the Authority. Failure to extend such sixty (60) day period is not grievable. Additional light duty assignments for employees who have sustained on-the job injuries will be at the discretion of the Authority. The Authority also agrees to make reasonable effort to provide light duty assignments for employees who have sustained non-work-related injuries through the use of the same procedures as the Authority's Transitional Work Program. Light duty assignments are not limited to duties normally performed by bargaining unit members.

Section 20.10 Sale of Duty Weapon at Retirement A member who retires from active duty, honorably and in good standing into the applicable retirement system, without any current or prior psychological or psychiatric related conditions that have not been fully resolved to the Authority's satisfaction, may purchase their service handgun from the Authority and shall be entitled to receive a badge signifying the member's retired status. The costs of the service handgun shall be \$1.00.

ARTICLE 21 – HOLIDAYS

Section 21.1 Holidays Observed/Floating Holiday The holidays designated by the Authority for which members are to be compensated are as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Floating Holiday

Floating Holiday – Each member shall be entitled to one (1) floating holiday per payroll year. All floating holidays shall be taken at such time as approved by the Authority. Floating holiday leave requests must be submitted to a member's supervisor in the same manner as vacation leave requests. Floating holiday leave preference shall be governed by Police Department Seniority after operational needs are met. A Floating holiday that has been requested in the same manner as a vacation leave request will not be denied even if overtime is incurred by the Authority. Floating holiday leave requests will not be denied arbitrarily. Floating holidays not taken in a payroll year will be forfeited.

Section 21.2 Holiday Pay

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** When a designated holiday falls on the first day of a member's regularly scheduled days off, it shall be observed on the previous day; when a designated holiday falls on the second day of a member's regularly scheduled days off, it shall be observed on the following day, except that at the time of a shift change which necessitates more than a two (2) day weekend, a designated holiday which falls on either of the first two (2) days shall be observed on the last previous workday, and a designated holiday which falls on any other day of such weekend shall be observed on the next subsequent workday.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** When a designated holiday falls on either of the first two (2) days of a member's regularly scheduled days off, it shall be observed on the last previous workday; when a designated holiday falls on the third day of a member's regularly scheduled days off, it shall be observed on the following day, except that at the time of a shift change which necessitates more than a two (2) day weekend, a designated holiday which falls on either of the first two (2) days shall be observed on the last previous workday, and a designated holiday which falls on any other day of such weekend shall be observed on the next subsequent workday.

Section 21.3 Holidays Scheduled Off For listed holidays, an employee may be excused from work on such day at the discretion of the Director of Public Safety, or designee. If one (1) of the designated holidays mentioned in Section 21.1, above, occurs while a member is on vacation leave, such day shall not be charged against vacation leave.

Section 21.4 Rate of Pay

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** When a member is scheduled and required to work on a designated holiday, he/she shall be paid at the rate of time and one-half (1 ½) for all hours worked in addition to his/her regular eight (8) hour holiday pay.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** When a member is scheduled and required to work on a designated holiday, he/she shall be paid at the rate of time and one-half (1 ½) for all hours worked in addition to his/her regular ten (10) hour holiday pay.

Section 21.5 Eligibility for Holiday Pay To be eligible for holiday pay, a member must have worked or been on approved, paid leave, other than sick leave, during the member's full regularly scheduled workday before and after the holiday.

Section 21.6 Administration For the purpose of administering the provisions of this Article, holiday time shall apply to the tour of duty beginning on the day which is observed as a holiday.

ARTICLE 22 – VACATION LEAVE

Section 22.1 Vacation Year

The vacation year shall end at the close of business on the last day of the last pay period paid in the month of December.

Section 22.2 Vacation Accrual

Members shall earn vacation in accordance with the schedule below. For purposes of this article, service shall be as defined in article 8 of this agreement, no vacation leave may be granted until the member has accrued one (1) year of continuous active Authority service at the rate of vacation accrual appropriate for that member. The vacation accrual schedule shall be as follows:

<u>Years of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Year</u>
Less than 3 years	3.08 hours	80 hours
3 years but less than 6 years	4.92 hours	128 hours
6 years but less than 13 years	7.08 hours	184 hours
13 years but less than 20 years	8.00 hours	208 hours
20 years but less than 25 years	8.62 hours	224 hours
25 or more years	9.23 hours	240 hours

Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the last pay period in December of each year:

<u>Years of Service</u>	<u>Maximum Vacation Balances</u>
Less than 3 years	160 hours
3 years but less than 6 years	256 hours
6 years but less than 13 years	368 hours
13 years but less than 20 years	416 hours
20 years but less than 25 years	448 hours
25 or more years	480 hours

Section 22.3 Vacation Balances

At the end of the last pay period in the vacation year, members may be paid for any vacation balances in excess of the maximums fixed by this Article, upon certification by the Director of Public Safety to the Chief Financial Officer, that due to work requirements, it is not in the best interest of the Authority to permit the employee to take vacation leave, which would otherwise be forfeited as provided in this Article.

Section 22.4 Vacation Credit Shall Not Accrue

- A. **Members with Regularly Scheduled Work Week consisting of Five (5), Eight (8) Hour Days** No vacation credit shall accrue in any pay period in which a member is in unpaid status for more than eight (8) hours of regularly scheduled work, except that when a member is required to report for work and does so report and is denied work because of circumstances beyond his/her control. Absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** No vacation credit shall accrue in any pay period in which a member is in unpaid status for more than

ten (10) hours of regularly scheduled work, except that when a member is required to report for work and does so report and is denied work because of circumstances beyond his/her control. Absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article.

Section 22.5 Unused Vacation - Separation From Service A full-time member with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from Authority service through discharge, resignation, retirement, or layoff and who has unused vacation leave to his/her credit, shall be paid in a lump sum for each hour of unused vacation leave in lieu of granting such employee a vacation leave after his/her last day of active service with the Authority, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in this Article.

Section 22.6 Unused Vacation – Death Notwithstanding the provisions of this Article, when a member dies while in paid status, any unused vacation leave to his credit shall be paid pursuant to Section 2113.04, Ohio Revised Code.

Section 22.7 Vacation Leave Requests All vacation leaves shall be taken at such times as may be approved by the member's supervisor. Vacation leave requests must be submitted to the member's supervisor at least two (2) weeks prior to the effective date. Requests may be submitted less than two (2) weeks prior to the effective date and may be approved at the discretion of the member's supervisor. It is the responsibility of the member to make contact and confirm the request for vacation has been approved.

Section 22.8 Leave Increments

- A. Vacation leave may be taken in the smallest increment permissible by the payroll system, not greater than one-tenth (1/10) of an hour.
- B. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** Any member who requests and is granted, a vacation day for a day on which he/she is scheduled to work an eight (8) hour shift, shall be charged eight (8) hours of vacation leave. For vacation leave of less than one (1) full work day, a member shall be charged in the smallest increment permissible by the payroll system, not greater than one-tenth (1/10) of an hour.
- C. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** Any member who requests and is granted, a vacation day for a day on which he/she is scheduled to work a ten (10) hour shift, shall be charged ten (10) hours of vacation leave. For vacation leave of less than one (1) full work day, a member shall be charged in the smallest increment permissible by the payroll system, not greater than one-tenth (1/10) of an hour.

Section 22.9 Vacation Bid The annual vacation bid shall be done by rank beginning with the Sergeants and proceeding to the Corporals and then to the Police Officers. Casual leave shall continue to be handled as in the past.

ARTICLE 23 – SICK LEAVE

Section 23.1 Current Year Sick Leave Accrual

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** Each full-time member shall accrue sick leave with pay in the amount of 4.62 hours for each completed pay period; provided, however, that no sick leave shall accrue in any pay period in which a member is in unpaid status for more than eight (8) hours of regularly scheduled work. Eligibility for sick leave accrual with pay shall begin upon completion of the first full pay period after the member's hire date.
- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** Each full-time member shall accrue sick leave with pay in the amount of 4.62 hours for each completed pay period; provided, however, that no sick leave shall accrue in any pay period in which a member is in unpaid status for more than ten (10) hours of regularly scheduled work. Eligibility for sick leave accrual with pay shall begin upon completion of the first full pay period after the member's hire date.
- C. Members may accumulate a sick leave balance of no more than seven hundred twenty (720) hours. Any sick leave balance in excess of seven hundred twenty (720) hours shall become void as of the close of business on the last date of the last pay period in December of each year, provided the Authority will not void hours over seven hundred twenty (720) until after the Sick Leave Reciprocity payment in Section 23.3, if applicable.

Section 23.2 Eligible Uses and Procedures Sick leave may be granted in the smallest increment permissible by the payroll system, not greater than one-tenth (1/10) of an hour:

- A. Sick leave with pay shall be allowed for members only in the following situations:
 - 1. Illness of, or injury to, the member, whether work or non-work related.
 - 2. Physical, dental, or mental consultation or treatment of the member by professional medical or dental personnel, whether work or non-work related.
 - 3. Sickness of a spouse or domestic partner, child, stepchild, and upon prior approval of the Authority, a family member who is dependent for his/her health and wellbeing on the member.
 - 4. Quarantine because of contagious disease. The Authority shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.
 - 5. Maternity, paternity or adoption leave for a member.
 - 6. Death of immediate family member for up to five (5) days per instance. For the purposes of this subsection, immediate family shall be defined as including the member's spouse or domestic partner, child, step-child, brother, sister, parent, step-parent, father- or mother-in law, son- or daughter-in-law, brother- or sister-in-law, step-sibling, grandparent, grandchild, a legal guardian or other person who stands in the place of a parent.

- B. Any member scheduled to work on a holiday, designated in this Agreement, who reports sick shall be charged the number of hours appropriate for his/her workday for the holiday. When a member is absent due to illness on the regularly scheduled workday before or after a holiday, and the holiday is observed on a regularly scheduled workday, the member shall be charged the number of hours appropriate for his/her workday for the holiday. However, no charge will be made under this Section for sick leave on the holiday when the member has been on sick leave as a result of an extended illness (short term disability, family medical leave, injury or worker's compensation leave, or as determined by Human Resources).
- C. In cases of extended illness or suspected abuse, as determined by the Director of Public Safety or designee in consultation with Human Resources, evidence as to the adequacy of the reason(s) for a member's absence may be required to justify sick leave use. For the purpose of this Section, evidence as to the adequacy of the reasons for a member's absence (both for illness of the member, or his immediate family) is defined as a certificate from a medical practitioner stating that the member or family member sought and received treatment, the nature of the illness and the expected length of absence. Falsification of such certificate shall be grounds for disciplinary action including dismissal.
- D. A member is encouraged to schedule doctor and/or dental appointments during off-duty hours if possible. When it is necessary to schedule a doctor and/or dental appointment during regular working hours, the member is expected to return to work at the end of the appointment if time permits. For non-emergency appointments, the member will schedule time off for the appointment through the Authority's time-keeping system for the immediate supervisor's approval as soon as practical after the appointment is scheduled. The request for time off should list the time estimated to be needed for the appointment, but will be adjusted after the appointment to reflect actual time taken off.
- E. Individuals using three (3) or more consecutive days of sick leave in a calendar year may be required, upon request by the Authority, to provide documentation, signed by the medical provider, that the member or family member received medical treatment during the absence for the illness.
- F. The Authority may require the member to be examined by a licensed physician identified by the Authority for purposes of verification of sick leave use. Failure to submit to the examination shall constitute grounds for disciplinary action.

Section 23.3 Sick Leave Reciprocity

- A. Entitlement. During January of each year, each member has the option of receiving payment in cash for unused sick leave hours at the end of the preceding payroll year, provided such member was entitled to sick leave benefits during all of the twenty-six (26) pay periods of the previous year and is in paid status or on authorized leave without pay, based on the following calculation table:

<u>Sick Leave Taken</u>	<u>Cash Benefit</u>
0-40 hours	Paid 100% of remaining 120 hours
>40 hours	No Payment

Any disallowance of sick leave credit as provided for in Section 23.1 and any hours paid on disability or injury leave will be considered as hours of sick leave taken during the year for purposes of computing paid sick leave hours available to a member under the reciprocity plan.

- B. Each member who qualifies for sick leave benefits as of the first pay period of each year shall notify the Authority by December 31 of that payroll year, on a form to be provided by the Authority, if the member wishes to participate in the reciprocity plan. The payment will be at the member's hourly rate in effect as of the final pay period of the payroll year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the payroll year for which payment is to be made.

The number of reciprocity hours paid each member will be subtracted from his/her total accrued unused sick leave. The remainder of the member's unused sick leave will be carried forward each year as his/her current sick leave account in accordance with Section 21.3(C) of this Agreement.

Section 23.4 Current Sick Leave Accruals While in Authority Employ A member who experiences a break in continuous Authority service through discharge, resignation, retirement or layoff may elect to receive pay for sick leave accumulated, but unused, while in the employ of the Authority or to transfer said sick leave to another governmental unit, provided such election is made within a period of not more than one (1) year after separation from employment.

If a member elects to receive a lump-sum payment, said payment shall be computed as follows:

One (1) hour of pay for each four (4) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority for all accruals up to and including seven hundred and twenty (720) hours.

Section 23.5 Certified Sick Leave From Other Governmental Units Members, who have been employed by the State of Ohio or any political subdivision, shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service when such persons are employed in this bargaining unit, provided employment with the Authority occurs within ten (10) years after leaving his/her prior position. Such unused balance shall be subject to all other provisions of this Article, with the exception of Section 23.4.

All Authority earned paid leave must be exhausted before sick leave that is credited from another entity can be used. For any member hired or entering the bargaining unit on or after August 1, 2017, the Authority will not credit any sick leave earned while the member was employed by the State of Ohio or any other political subdivision.

Section 23.6 Death While in Paid Status If a member dies while in paid status, his/her unused sick leave account balance shall be paid to his/her surviving spouse or estate. In the event that the member has no surviving spouse, said balance shall be paid to the member's estate. Such payment shall be made at the rate set forth in Section 23.4. If a member is killed in the line of duty, all Authority accumulated but unused sick leave shall be paid to the member's surviving spouse or estate.

ARTICLE 24 – LEAVE WITHOUT PAY

Section 24.1 General

All leave authorized under this Article will not affect anniversary dates for pay increases or seniority; nor will it constitute a break in service for computing service credits. Any disagreement with respect to the President & CEO's decision whether or not to authorize such leave may, at the discretion of the FOP, be taken to an expedited arbitration hearing.

Section 24.2 Personal Leave

Members may be granted personal leave of absence without pay by the President & CEO for good cause, but other employment other than with the Authority will not be considered grounds for such leave. Such leave may not exceed sixty (60) calendar days; however, extensions may be granted if such need arises.

Section 24.3 Educational Leave

Members may be granted a leave of absence-without-pay by the President & CEO for educational purposes. Such leave shall initially be limited to sixty (60) calendar days with possible extensions up to one (1) calendar year, provided such educational pursuits are related to the Authority.

Section 24.4 Lodge Leave

At the request of the FOP, a leave of absence without pay may be granted to any one member at one time to attend a convention or similar function for a short duration. Members may choose to utilize vacation and compensatory time to cover the wages of the member for the short duration of time not compensated. This subsection is independent and separate of the provisions provided for in Article 4.

ARTICLE 25 – TUITION REIMBURSEMENT

The tuition reimbursement program shall be in accordance with the Columbus Regional Airport Authority's Educational Reimbursement Policy. No member on an unpaid leave of absence, disability leave, or injury leave may apply for or utilize educational reimbursement.

ARTICLE 26 – WAGES

Section 26.1 Wages Hourly wage rates for members are contained in the wage scale in Appendix A.

Section 26.2 Placement on Wage Scale Members newly hired in the rank of Police Officer shall be placed on the wage scale as determined by the Authority. The Authority may grant advanced step placement on the basis of prior experience and/or training or other recruitment considerations.

Each year, effective on the member's performance appraisal date, a member will be advanced to the next higher step of the wage scale contingent on the member's achievement of an overall performance appraisal score of at least "achieves expectations"

Any member dissatisfied with his or her performance appraisal may ask for a review of the performance appraisal. The review will be conducted by a review team composed of a member of the Lodge and a member of management. The Lodge member will be appointed by the Lodge President or designee. The member of management will be appointed by the Chief People Officer or designee. If both members of the review team agree that the performance appraisal needs adjusting, the team will so advise the Chief People Officer and the performance appraisal will be adjusted. If both team members do not agree that the performance appraisal needs adjusting, the dissatisfied member may request review of his/her performance appraisal by the Chief Operating Officer. No appeal of the review may be made beyond the Chief Operating Officer. Performance appraisals are not subject to the provisions of Article 17.

Section 26.3 Shift Differential

- A. **Members with Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days** For any regularly assigned shift with the majority of hours occurring between the hours of 2:00 p.m. and 6:00 a.m. of the following day, members will receive shift differential supplements according to these provisions. Hours worked in what is considered by the Director of Public Safety the afternoon and night shifts will be paid at a supplement of \$.95 per hour.

Additionally, shift differential pay shall only be paid for those actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, vacation leave, or any other forms of leave, paid or unpaid. Shift differential will only be paid for those hours actually worked. Shift differential shall be paid only for those straight pay hours actually worked on afternoon or night shift. Shift differential will be paid only on a bi-weekly basis and will not be cumulative under any circumstances.

- B. **Members with Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days** For any regularly assigned shift with the majority of hours occurring between the hours of 2:00 p.m. and 6:00 a.m. of the following day, members will receive shift differential supplements according to these provisions. Hours worked in what is considered by the Director of Public Safety the afternoon and night shifts will be paid at a supplement of \$.95 per hour.

Additionally, shift differential pay shall only be paid for those actual hours worked during a ten (10) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, vacation leave, or any other forms of leave, paid or unpaid. Shift differential shall be paid only for those straight pay hours actually worked on afternoon or night shift. Shift differential will be paid only on a bi-weekly basis and will not be cumulative under any circumstances.

Section 26.4 OPERS Contributions

All Authority employees pay the entire amount of the “employee’s contribution” to the Ohio Public Employees Retirement System (“OPERS”). The full contribution required of employees shall be made by each employee through deduction in the normal course of processing payroll and will be treated by the Authority as a salary reduction employer pick-up that is tax deferred. The Authority shall pay the “employer’s contribution” to OPERS as required by statute.

Section 26.5 Lump Sum Merit Pay Subject to Section 26.2, above, a lump sum merit payment will be paid following the performance appraisal of each member in pay grade five (5) during each contract year. The payment will be based upon an overall performance appraisal score of “achieves expectations” or greater on a five (5) point rating scale consisting of “consistently exceeds expectations”, “frequently exceeds expectations”, “achieves expectations”, “partially achieves expectations” or “does not achieve expectations”.

Lump Sum Merit Pay

Performance appraisal rating of “achieves”	\$750.00
Performance appraisal rating of “frequently exceeds”	\$1,250.00
Performance appraisal rating of “consistently exceeds”	\$1,500.00

Performance appraisals for all FOP bargaining unit members will be conducted in March of each year.

Section 26.6 CALEA Accreditation Bonus As long as the Authority determines CALEA accreditation is valued in distinguishing the Department during the life of the Agreement, the bargaining unit members shall receive an annual lump sum bonus of \$1000.00 during the first full pay period of September. If the Authority determines that CALEA certification is no longer in its best interests and CALEA standards are not being required, this language will no longer have any force or effect.

Section 26.7 Field Training Officers In order for a member to serve as a Field Training Officer (FTO) the member first must be certified by completing the Ohio Peace Officer Training Academy Ohio Model F.T.O. program or equivalent (as determined by the Authority). Members who are in assignments with eight (8) hour days will receive one (1) hour of compensation at the overtime rate for each complete shift in FTO status. Members who are in assignments with ten (10) hour shifts will receive 1.25 hours of compensation at the overtime rate per complete shift in FTO status.

ARTICLE 27 - INSURANCE

Section 27.1 Health Insurance

The Authority shall make available health, dental, vision care, and prescription drug plan benefits for all full-time members, for both employee and family coverage. The Authority will provide insurance coverage as set forth in this section, subject to Section 27.4, similar to that offered to all non-represented Authority employees. Coverage details shall be communicated to members annually, prior to the start of the new coverage year.

Section 27.2 Life Insurance

- A. The Authority shall provide term life insurance to members in the amount of \$50,000, subject to terms and conditions of the life insurance plan/policy. This amount shall be doubled for any member killed in the line of duty.
- B. The Authority may make available an optional life insurance program to all full-time members. Members shall bear the full cost of all premiums.

Section 27.3 Eligibility

Except to the extent otherwise required by federal or state law, only regular, full-time, members are eligible for insurance benefits.

Section 27.4 Employee Contributions

Members participating in the Authority's health plan are required to make bi-weekly contributions towards health, dental, vision care and prescription drug plan coverage on a monthly basis. Contributions shall be a percentage of the actual premium paid by the Authority (or premium equivalent if self-funded) for health, dental, vision, and prescription drug plan coverages as set out in the following schedule: Members participating in the Authority's health plans are required to make contributions towards health, dental, vision care and prescription drug plan coverage on a bi-weekly basis.

Effective Date	Single Coverage	Family Coverage
Effective during the pay period that includes May 1, 2020	16%	16%

Section 27.5 Member Contributions While on Leave

Members participating in the Authority's insurance plans and ancillary benefits continue to be responsible for the employee premium (or premium equivalent if self-funded) contributions required to keep their insurance coverages and ancillary benefits in effect while on a leave of absence. Member contributions must be received no later than the 15th of the month for coverage to continue in effect for the following month. Failure to continue monthly payments will result in the termination of the member's insurance. If coverage terminates, the member will be offered the option to participate in the Authority's Insurance Continuation Program (health coverage only), COBRA, at the member's expense.

Section 27.6 Extension of Coverages/COBRA

Providing the member continues monthly payments, insurance coverages for which the member is eligible, will be extended ninety (90) days beyond the end of the month during which a member's approved leave without pay or leave of absence status became effective. The member's insurance will then be terminated with an option to participate in the Authority's Insurance Continuation Program, COBRA, at the member's expense.

Section 27.7 Other Insurances

The Authority shall make available to members, on the same terms and conditions, such other insurance coverages as are made available to other Authority employees.

Section 27.8 Indemnification

The Authority will defend and indemnify members as required by Ohio Revised Code Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 27.9 Short Term Disability Insurance

The Authority will provide, at no cost to members, a short term disability program covering full-time, non-seasonal members, for non-work related illnesses and injuries that prevent the member from performing the essential functions of his/her job. Members must complete one (1) year of continuous Authority service before qualifying for this benefit. This program shall provide for payment to the member from the twenty-fifth (25th) day of accident or illness, for a maximum of twenty-six (26) weeks, at sixty percent (60%) of the member's gross wages in effect at the time, but not to exceed two thousand dollars (\$2,000) per calendar month. Disability benefits shall be based on eighty-one percent (81%) of the member's standard gross wages, which equals net disability benefits of sixty percent (60%). Applicable federal, State and local flat tax rates will be deducted. The member may, if he/she so desires, elect to use all, or part of, his/her accumulated unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the disability program. If a member exhausts all sick leave benefits, other approved leave may be granted by the President & CEO. During the period in which a member receives such payments, he/she shall suffer no reduction in his/her paid sick leave entitlement set forth in Article 23 of this Agreement, as applicable. If, while receiving such payments, the member performs work for the Authority or another employer, the amount of payment under the disability program, shall be reduced by the compensation, which he/she receives during that time period.

Vacation Credit Shall Not Accrue

While a member is paid disability benefits pursuant to this Article, vacation accruals shall cease. Holidays shall be paid at the disability benefit rate as set forth in this Article.

Authority Paid Insurances Uninterrupted

All insurance benefits provided in this Article shall continue uninterrupted until the member is no longer on the disability program.

Return From Disability Retirement

The Authority will comply with applicable OPERS rules regarding returning from disability retirement.

ARTICLE 28 – INJURY LEAVE AND WORKER’S COMPENSATION CLAIMS

Section 28.1 Injury Leave With Pay All members shall be allowed injury leave with pay up to a maximum of sixty (60) workdays per calendar year (forty-eight (48) for members assigned to a 4/10 schedule) for on-the-job injuries, not to exceed a total of one hundred twenty (120) workdays per injury (ninety-six (96) for members assigned to a 4/10 schedule). The Authority will pay injury leave from the date of the initial injury until its third-party administrator makes a determination on the allowance of that claim. If allowed, injury leave will continue until the member begins to receive payments in lieu of wages in connection with the claim. Additional allowances and requests for additional allowances or requests for treatment in a claim do not entitle a member to additional periods of injury leave.

No injury leave payments shall be made to any member who is working for another employer: (1) during the member’s regular Authority shift; or (2) where such work involves or requires the performance of the same or similar duties as those regularly performed by the member for the Authority; or (3) where such job involves duties and/or physical demands the performance of which would conflict with the injury/medical condition allowed. Whenever a member is required to stop working because of an injury or occupational illness, the member shall be paid for the remaining hours of that day or shift at the member’s regular rate, and such time shall not be charged to leave of any kind.

Occupational illnesses arising out of job-related events shall be treated as injury leave under this paragraph 28.1.

Section 28.2 Report Of Cause Of Injury Injuries must be reported to the member’s immediate supervisor no more than twenty-four (24) hours after such injury is known. A report of the cause of all injuries, signed by the immediate superior, shall be submitted to the Human Resources Department, within twenty-four (24) hours of the time the injury is reported by the member to his or her immediate supervisor.

Section 28.3 Worker’s Compensation Claims

- A. **Conditions of Leave/Return To Work** No member shall be returned to work without the written approval of an attending physician. If, in the judgment of the third-party administrator the injury is such that the member is capable of performing his/her regular duties or light duties during the period of convalescence and the Authority determines such work is available, the member will be required to return to work.
- B. **Time Off for Medical Examination** Pursuant to rules established by the Authority, time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments for approved claims resulting from an injury occurring during any period of time the member was in paid status and performing services for the Authority required by his/her employment, shall be charged to injury leave. A maximum of four (4) hours of injury leave shall be allowed per scheduled physician's appointment and/or treatment resulting from an on-the-job injury. The President & CEO, or designee, may approve a member’s request for injury leave of greater than four (4) hours for a scheduled physician's appointment or for treatment resulting from an on-the-job injury, if the President & CEO, or designee, determines that such request is supported by medical documentation. However, such medical documentation must be submitted to the President & CEO or designee, by the member prior to such appointment and/or treatment in order to be considered.

- C. **Benefits to Continue** While a member is on approved injury leave with pay, sick and vacation accruals, PERS contributions, and all employee benefits shall continue uninterrupted, and the Authority shall maintain applicable insurance benefits for the member until such time as the member returns to duty or is terminated from employment. Upon proof that a member is receiving payments related to the claim, in lieu of wages, sick and vacation accruals and all applicable insurance benefits shall continue uninterrupted until the member returns to duty or is terminated from employment.

Section 28.4 Utilizing Sick or Vacation Leave In the event that a member is unable to return to duty at the conclusion of the period of injury leave established in Section 28.1 above, and the claim is approved, the member shall be permitted to supplement payments related to the claim, in lieu of wages, by requesting to utilize available sick or vacation leave. Any such use of sick leave is subject to the requirements in Section 23.5 that all Authority earned paid leave must be exhausted before sick leave that is credited from another entity can be used. Any supplemental payment of sick or vacation leave under this section shall not result in total payments to the member (from payments in lieu of wages, and sick or vacation leave) in excess of the member's regular wages. In the event the claim is not approved, and all appeals have been exhausted, the member may avail himself or herself of other available leave options.

ARTICLE 29 – PHYSICAL FITNESS PROGRAM

Section 29.1 Overview

The Authority and the Lodge establish a Fitness Program intended to encourage members to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness.

Section 29.2 Voluntary for Members Hired Before April 1, 2014

The Fitness Program is voluntary for members hired before April 1, 2014. Although all members are encouraged to participate and are eligible for the incentives offered to those who achieve the established fitness goals, members hired before April 1, 2014, are not required to participate and will not suffer any adverse employment action for refusing to participate.

Section 29.3 Mandatory for Members Hired After April 1, 2014

Members hired on or after April 1, 2014 are required to maintain a Passing Fitness Level which is the 40th (fortieth) percentile minimum score used in the hiring process as described below. If a member fails to successfully test at or above the Passing Fitness Level, the member will be given six (6) months to test again at his or her option. If a member fails to retest, or fails to test at or above the Passing Fitness Level, the following discipline will apply for each calendar year:

- 1st occurrence (0 – 12 months) – Documented warning;
- 2nd occurrence (13 – 24 months) – Written reprimand;
- 3rd occurrence (25 – 36+ months) – 3-day suspension without pay.

Members who are physically unable to participate in the test will be deferred until the following year, provided the parties will explore alternative test components that would fit with the member's restrictions.

Section 29.4 Test Schedule and Components

A. Test Regimen

1. Fitness Category 1
 - 1.5 mile run
 - VO2 test (treadmill or stationary bike)
 - 300 meter run
2. Fitness Category 2
 - Vertical jump
 - Sit ups
3. Fitness Category 3
 - Push ups
 - Bench press

B. Testing protocols

1. Each year, participating officers shall select and complete at least one test from each category. If the officer additionally chooses to perform multiple tests in a single category, only the highest score in the category will be used for calculations.

2. The standardized chart published by the Cooper Institute for each exercise will be used to determine the individual performance percentile achieved. The 5% steps in the Cooper charts will be used to assign performance percentiles. The member's final score will be the average of the percentile scores from the three categories.
3. The Department will conduct tests twice a year, in the spring and fall, organized by the Department's Training Officer or other designee. If a member participates in both test sessions, the highest resulting score for a test type will be used for calculations.
4. Members will be paid at their straight-time hourly rate for the time necessary to complete the test.

Section 29.5 Fitness Levels (see Appendix B of this Agreement)

Passing Fitness Level (40th percentile)

Recommended Fitness Level (50th percentile)

Superior Fitness Level (75th percentile)

Section 29.6 Individual Incentives Members who successfully complete the Fitness Program will receive: 1) Certificate of Completion; 2) Physical Fitness Ribbon for Recommended Fitness Level or Physical Fitness Ribbon with Star for Superior Fitness Level, which may be worn on the member's uniform for as long as the member continues to participate in the Fitness Program and maintains the Recommended or Superior Fitness Level; and 3) lump sum payment of \$500. Members will be eligible to receive these incentives once every calendar year.

Section 29.7 Group Incentives For any calendar year in which twenty-five percent (25%) of the number of members employed as of January 1 earn the Recommended or Superior Fitness Level, members who earn Recommended Fitness Level will receive a one-time lump sum payment of \$150 and members who earn Superior Fitness Level will receive a one-time lump sum payment of \$200.

For any calendar year in which fifty percent (50%) of the number of members employed as of January 1 earn the Recommended or Superior Fitness Level, members who earn Recommended Fitness Level will receive a one-time lump sum payment of \$200 and members who earn Superior Fitness Level will receive a one-time lump sum payment of \$300.

ARTICLE 30 - DURATION

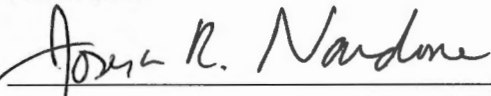
This Agreement shall be effective April 1, 2020. It shall remain in full force and effect until 11:59 p.m., March 31, 2021. All successor and reopener negotiations shall be done pursuant to Chapter 4117 of the Ohio Revised Code.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this

31st day of August, 2020.

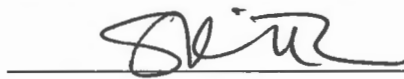
FOR CRAA:



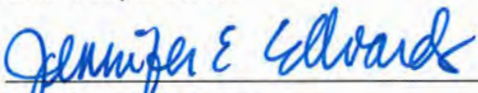
Joseph Nardone
President & Chief Executive Officer



Amanda L. Wickline, Esq.
General Counsel & Chief Administrative Officer



Shannon K. Fitzpatrick
Chief People Officer



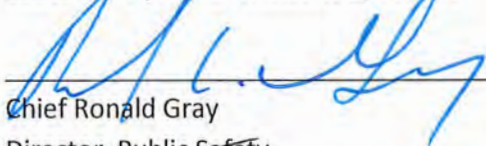
Jennifer Edwards, Esq.
Lead Negotiator, BakerHostetler



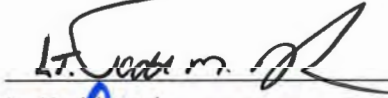
John Aldergate
Sr. Manager, Employee Experience



Barbara T. Harry
Labor & Employee Relations Specialist



Chief Ronald Gray
Director, Public Safety

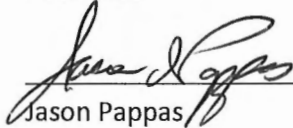


Lt. Todd Heck
Police Lieutenant



Lt. Scott Bekemeier
Police Lieutenant

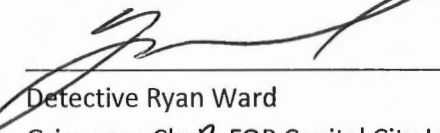
FOR FOP:



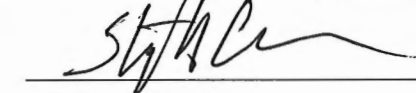
Jason Pappas
Vice President, Board of FOP of Ohio



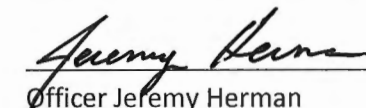
Nicole Wannemacher
Legal Counsel, FOP



Detective Ryan Ward
Grievance Chair, FOP Capital City Lodge #9



Officer Steve Lawson
Negotiations Team Member, FOP



Officer Jeremy Herman
Negotiations Team Member, FOP

Appendix A - WAGES

Effective Date of Wage Increase	1	2	3	4	5
Effective during pay period that includes 4/1/2020 (3% increase) Hourly Rate	30.66	32.82	35.17	37.69	41.18

Appendix B – PHYSICAL FITNESS STANDARDS

	Males (≥29)			Females (≥29)		
	Passing	Recommended	Superior	Passing	Recommended	Superior
Sit-ups (1 minute)	38	40	46	32	35	42
Push-ups (1 minute)	29	33	44	15	18	27
Bench Press - 1 RM	0.99	1.06	1.26	0.59	0.65	0.77
Vertical Jump	20	20.5	23	14	15.2	17
1.5 Mile Run / Max VO ²	12:38 / 41.7	11:58 / 43.9	10:45 / 48.4	14:50 / 36	14:07 / 37.7	12:25 / 42.4
300 Meter Run	59	56	51	71	64	59.7
Sit and Reach*	16.5	17.5	20	19.3	20	22
	Males (30-39)			Females (30-39)		
	Passing	Recommended	Superior	Passing	Recommended	Superior
Sit-ups (1 minute)	35	36	42	25	27	33
Push-ups (1 minute)	24	27	36	11	14	19
Bench Press - 1 RM	0.88	0.93	1.08	0.53	0.57	0.65
Vertical Jump	18.6	19.5	21	12	12.5	15
1.5 Mile Run / Max VO ²	13:04 / 40.5	12:25 / 42.4	11:06 / 47.0	15:38 / 34.4	14:34 / 36.7	12:53 / 41
300 Meter Run	58.9	57	52	79	74	66.5
Sit and Reach*	15.5	16.5	19	18.3	19	21
	Males (40-49)			Females (40-49)		
	Passing	Recommended	Superior	Passing	Recommended	Superior
Sit-ups (1 minute)	29	31	37	20	22	28
Push-ups (1 minute)	18	21	29	9	11	15
Bench Press - 1 RM	0.80	0.84	0.96	0.5	0.52	0.6
Vertical Jump	15.5	16	18	9.6	10	12.7
1.5 Mile Run / Max VO ²	13:49 / 38.5	13:11 / 40.1	11:41 / 44.9	16:21 / 33	15:24 / 34.9	13:32 / 39.2
300 Meter Run	72	67.6	60	94	86	72
Sit and Reach*	14.3	15.3	18	17.3	18	20
	Males (50-59)			Females (50-59)		
	Passing	Recommended	Superior	Passing	Recommended	Superior
Sit-ups (1 minute)	24	26	33	14	17	22
Push-ups (1 minute)	13	15	24	12 **	13 **	20 **
Bench Press - 1 RM	0.71	0.75	0.87	0.44	0.46	0.53
Vertical Jump	13.5	14	16.5	-	-	-
1.5 Mile Run / Max VO ²	15:03 / 35.6	14:16 / 37.4	12:36 / 41.9	18:07 / 30.2	17:13 / 31.6	15:11 / 35.3
300 Meter Run	83.2	80	68	-	-	-
Sit and Reach*	13.3	14.5	17	16.8	17.9	20
	Males (≥60)			Females (≥60)		
	Passing	Recommended	Superior	Passing	Recommended	Superior
Sit-ups (1 minute)	19	20	28	6	8	15
Push-ups (1 minute)	10	15	22	5 **	8 **	15 **
Bench Press - 1 RM	0.66	0.68	0.79	0.43	0.45	0.53
Vertical Jump	-	-	-	-	-	-
1.5 Mile Run / Max VO ²	16:46 / 32.3	15:56 / 33.8	13:53 / 38.3	20:06 / 27.5	18:52 / 29.1	16:46 / 32.3
300 Meter Run	-	-	-	-	-	-
Sit and Reach*	12.5	13.5	16.5	15.5	16.4	18

Passing = 40th percentile | Recommended = 50th percentile | Superior = 75th percentile

* Sit and Reach is a voluntary exercise and the results will have no basis for awarding incentives or any disciplinary action.

** Modified push-up

All standards were obtained from The Cooper Institute. (Physical Fitness Assessments and Norms for Adults and Law Enforcement manual published 09/01/13).