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COLLECTIVE BARGAINING AGREEMENT

between

The City of New Albany, Ohio

and

Fraternal Order of Police, Capital City Lodge No. 9

May 15, 2012 through December 31, 2014

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 Agreement.....	1
Section 1.1 Agreement.....	1
Section 1.2 Purpose.....	1
Section 1.3 References.....	1
ARTICLE 2 Recognition.....	1
Section 2.1 Recognition.....	1
Section 2.2 Bargaining Unit.....	1
ARTICLE 3 Lodge Security.....	2
Section 3.1 Dues Deduction.....	2
Section 3.2 Fair Share Fee.....	2
Section 3.3 Bulletin Boards.....	3
Section 3.4 Meeting Locations.....	3
Section 3.5 Ballot Boxes.....	3
Section 3.6 Use of Internal Mail and E-Mail System.....	3
ARTICLE 4 Non-Discrimination.....	4
Section 4.1 Joint Pledge.....	4
Section 4.2 Employer Pledge.....	4
Section 4.3 Lodge Pledge.....	4
ARTICLE 5 Management Rights.....	4
Section 5.1 Management Rights.....	4
ARTICLE 6 Labor/Management Meetings.....	6
Section 6.1 Meetings.....	6
ARTICLE 7 Bargaining Unit Business.....	6
Section 7.1 Grievance Representatives.....	6
Section 7.2 Negotiating Committee.....	7
ARTICLE 8 Grievance Procedure.....	7
Section 8.1 Definition.....	7
Section 8.2 Jurisdiction.....	7
Section 8.3 Grievance Qualifications and Filing.....	7
Section 8.4 Applicable Step to Initiate Grievance.....	8

Section 8.5 Grievance Form.....	8
Section 8.6 Grievance Procedure.....	9
Section 8.7 Right to Representation.....	11
ARTICLE 9 Investigative Procedures	11
Section 9.1 Scope.....	11
ARTICLE 10 Discipline	13
Section 10.1 Just Cause.....	13
Section 10.2 Progressive Discipline.....	13
Section 10.3 Copy of Discipline Record.....	14
Section 10.4 Pre-Disciplinary Conference.....	14
Section 10.5 Appeal.....	14
ARTICLE 11 Personnel Files	15
Section 11.1 Personnel File – General.....	15
Section 11.2 Retention of Records.....	15
Section 11.3 Inaccurate Documents.....	16
ARTICLE 12 Work Rules and Directives	16
Section 12.1 New Work Rules.....	16
Section 12.2 Effect of Work Rules.....	16
ARTICLE 13 Layoffs/Job Abolishment.....	16
Section 13.1 Action.....	16
Section 13.2 Recall and Reinstatement.....	17
ARTICLE 14 Miscellaneous Non Economic	17
Section 14.1 Seniority.....	17
Section 14.2 Communicable Disease Testing.....	17
Section 14.3 Health and Safety.....	17
Section 14.4 Probationary Periods.....	18
ARTICLE 15 Regular Work Periods and Overtime	18
Section 15.1 Workweek and Definitions.....	18
Section 15.2 Work Schedules.....	18
Section 15.3 Regular Assignments and Schedules.....	19
Section 15.4 Overtime.....	20
Section 15.5 Compensatory Time.....	20
Section 15.6 Court Pay.....	20
Section 15.7 Substitution (Trading) of Time.....	21

Section 15.8 Call in Pay.....	21
Section 15.9 Variable Work Hours.....	21
Section 15.10 Overtime Sign-up.....	21
ARTICLE 16 Vacation, Holidays and Personal Leave	21
Section 16.1 Vacation Time.....	21
Section 16.2 Vacation Scheduling.....	21
Section 16.3 Vacation Carry-Over.....	22
Section 16.4 Holidays.....	22
Section 16.5 Personal Days.....	23
Section 16.6 Base Rate.....	23
ARTICLE 17 Sick Leave / Injury Leave / Bereavement Leave	24
Section 17.1 Accrual and Use of Sick Leave.....	24
Section 17.2 Sick Leave Incentive.....	25
Section 17.3 Termination of Service.....	25
Section 17.4 Paid Injury Leave.....	25
Section 17.5 Coordination of Injury Leave With Workers' Compensation.....	25
Section 17.6 Bereavement Leave.....	26
ARTICLE 18 General Provisions	26
Section 18.1 Strikes/Lockouts.....	26
Section 18.2 Complete Agreement.....	26
ARTICLE 19 Substance Abuse and Testing/Tobacco Use	26
Section 19.1 Purpose for Substance Abuse Testing.....	26
Section 19.2 Definitions.....	27
Section 19.3 Prohibited Conduct.....	27
Section 19.4 Testing.....	28
Section 19.5 Testing Determination.....	28
Section 19.6 Discipline/Rehabilitation.....	28
Section 19.7 Tobacco Free.....	28
ARTICLE 20 Rates of Pay/Wages	28
Section 20.1 Wages.....	28
Section 20.2 Police Officer Step Advancement.....	29
Section 20.3 Appointment and Advance Step Hiring.....	29
Section 20.4 Merit Bonuses.....	29
Section 20.5 Shift Differential.....	30
ARTICLE 21 Rates For Members Following Certain Personnel Actions.....	30
Section 21.1 Officer-In-Charge.....	30

Section 21.2 Return from Military Service.....	31
Section 21.3 Reinstatement from Authorized Leave.	31
ARTICLE 22 Uniforms, Equipment, and Allowances	31
Section 22.1 Initial Issue Stipend.....	31
Section 22.2 Body Armor.	31
Section 22.3 Annual Uniform and Equipment Stipend.	31
Section 22.4 Plain Clothes and Equipment Stipend.....	31
Section 22.5 Required Purchases.	32
Section 22.6 Damaged or Destroyed Personal Property.	32
Section 22.7 Termination of Employment.	32
ARTICLE 23 Insurance Benefits.....	32
Section 23.1 Health, Prescription, Dental and Vision.	32
Section 23.2 Life Insurance and Death and Dismemberment Insurance.	32
ARTICLE 24 Duration / Successor Agreement.....	33
Section 24.1 Duration.	33
Section 24.2 Successor Negotiations.	33
Section 24.3 Mutually Agreed Dispute Resolution.	33

ARTICLE 1

AGREEMENT

Section 1.1 Agreement. This Agreement is between the City of New Albany, as employer, hereinafter referred to as “City” or “Department,” and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the “Lodge.”

Section 1.2 Purpose. This Agreement is made for the purpose of setting forth the understandings and agreements between the City and the Lodge governing the wages, hours, terms and conditions of employment for those employees (hereinafter referred to as “Members” or “Member”) included in the bargaining units identified herein, regardless of whether the employee is a member of the Lodge.

Section 1.3 References. Should any part of this Agreement be held invalid by operation of law or by final order issued 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 such invalidation is applicable. Should such events take place, and upon written request by either the City or the Lodge to the other, the City and the Lodge shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

No representative of the City or the Lodge shall make or ask a Member to make any written or verbal agreement which would conflict with this Agreement. No Member shall ask any representative of the City to make any written or verbal agreement which would conflict with this Agreement.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the City and the Lodge make such change(s). To be incorporated within this Agreement, any changes must be in writing and signed by the authorized representatives of the City and the Lodge.

ARTICLE 2

RECOGNITION

Section 2.1 Recognition. The City recognizes the Lodge as the sole and exclusive representative of all Members in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

Section 2.2 Bargaining Unit. The bargaining unit (“Bargaining Unit”) covered by this Agreement shall consist of all full-time sworn police officers below the rank of Sergeant who are employed by the City. References throughout this Agreement to Member or Members shall

mean employees within the bargaining unit, regardless of membership in the Lodge, unless specified otherwise.

ARTICLE 3

LODGE SECURITY

Section 3.1 Dues Deduction. The City agrees to deduct Lodge membership dues in the amount certified by the Lodge to the City, from the bi-weekly pay of any Lodge member requesting the same in writing. The City also agrees to deduct Lodge Initiation fees and assessments, in the amount certified by the Lodge to the City, in the month which such fees and assessments are due, from the bi-weekly pay of any appropriate Lodge member.

If a deduction is desired, the Lodge Member shall sign a payroll deduction form which shall be furnished to the Financial Secretary of the Lodge. Once each calendar month, a check in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made, shall be forwarded to the Lodge. Nothing herein shall prohibit Lodge members covered by this Agreement from submitting dues directly to the Lodge.

The City shall make available, at the request of the Lodge, one additional payroll deduction for the bargaining unit, provided that the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.

The Lodge agrees to hold the City harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the City and at the City's request, to provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse the City for any payments made by the City as a result of any finding by an administrative agency or court of law that it has unlawfully, illegally or improperly made deductions.

Section 3.2 Fair Share Fee.

- A. Members who are not members of that Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the City at such time during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the City from the bi-weekly payroll check of each Member who is not a member of the Lodge. The City agrees to furnish the Financial Secretary of the Lodge once each calendar month, a check in the aggregate amount of the fair share fees deducted for that

calendar month, together with a listing of the Members for whom said deductions are made.

The automatic deduction shall be initiated by the City whenever a bargaining unit employee who is not a member of the Lodge has completed his or her first sixty (60) days of employment.

The Lodge agrees to hold the City harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the City and, at the City's request, provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse it for any payments made by the City as a result of any finding by an administrative agency or court of law that it has illegally or improperly made deductions.

Section 3.3 Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board at Department headquarters. The location of the board will be determined by the Chief and will be reasonably accessible to all Members. Said board shall be provided by the Lodge at its own expense. Lodge bulletins and Lodge material will be permitted to be posted on this board. Non-bargaining unit members shall not be permitted to remove, add to, or alter the material posted on this board. Any material which contains obscene, racially, or sexually offensive information shall be brought to the attention of a Grievance Representative for immediate removal.

Section 3.4 Meeting Locations. The Lodge shall be permitted, upon providing prior notification to the Chief, to hold meetings for Members at police headquarters. The notification required under this Section shall be in writing, shall be delivered to the Chief or designee at least twenty-four (24) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

The City agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the City to provide the requested location to the Lodge, the City will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room, or facility. No Member shall attend the above-referenced meetings while on duty without receiving prior approval from the Chief or designee.

Section 3.5 Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief, to place a ballot box at Department headquarters for a period of up to seventy-two (72) hours for the purpose of collecting Members' ballots on contract ratification and fact-finding votes. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.6 Use of Internal Mail and E-Mail System. The Lodge shall be permitted to utilize the internal mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and

understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City. All e-mail usage by the Lodge under this Section shall be in a manner consistent with the City's policies regarding employee e-mail usage and such e-mail messages may be monitored by the City for specific reasons, such as evaluating the effectiveness of the operation of the e-mail system, finding lost messages, investigation of suspected criminal acts, breach of security or other policies, and recovery from system failures. The City shall refrain from accessing a Member's e-mail, unless reasons for doing so are consistent with the City's need for supervision, control, and efficiency in the workplace. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. All internal mail placed into the mail system by the Lodge shall be the property of the Member to whom it is addressed, and such mail shall not be subject to the City's review, so long as the mail is sealed, addressed to the Member only and marked "Personal and Confidential."

ARTICLE 4

NON-DISCRIMINATION

Section 4.1 Joint Pledge. Pursuant to state and federal law, neither the City nor the Lodge shall discriminate against any Member in the application of this Agreement in violation of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act and the Ohio Civil Rights Act. The provisions of this Agreement shall be applied equally to all Members.

Section 4.2 Employer Pledge. The City agrees not to interfere with the right of a Member to become and/or remain a Lodge member. There shall be no disparate treatment, interference, restraint or coercion by the City or any representative of the City against any Member because of Lodge membership or because of any lawful activity engaged in by a Lodge member in an official capacity on behalf of the Lodge.

Section 4.3 Lodge Pledge. The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desires of any Member to become and remain a member of the Lodge, or to refrain from Lodge membership. The Lodge agrees to fairly represent all employees of the bargaining unit subject to the provisions and procedures of applicable state law.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1 Management Rights.

Except as expressly modified or restricted by a specific provision of this Agreement or by law, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate or hire employees;
3. To maintain and improve the efficiency and effectiveness of its operations;
4. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. To reprimand, suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. To determine the size and adequacy of the work force;
7. To determine the overall mission of the employer as a unit of government;
8. To effectively manage the work force;
9. To take whatever actions are necessary or advisable to determine, manage, fulfill, and carry out the mission of the public employer as a governmental unit;
10. To determine qualifications and assign and direct work;
11. To determine the amount and forms of compensation for employees;
12. To set the starting and quitting time and the number of hours and shifts to be worked;
13. To expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
14. To control and regulate the use of facilities, equipment, and other property of the City;
15. To introduce new or improved methods of equipment;
16. To determine the number, location and operation of departments, divisions, and all other units of the City;
17. To issue, amend and revise policies, rules, regulations, and practices.

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6

LABOR/MANAGEMENT MEETINGS

Section 6.1 Meetings. In the interest of sound labor/management relations, to discuss pending issues and/or problems, and to promote a more harmonious labor/management relationship, up to five (5) representatives of the City shall meet with up to five (5) representatives of the Lodge, up to three (3) of whom may be members of the Bargaining Unit. Members may adjust their work schedules (including work hours and/or work days) with supervisory approval, provided that said changes do not create any overtime and/or compensatory time obligation to the City. In addition, attendance of Members at said meetings cannot take any shift below minimum staffing levels as determined by the Department. These meetings will be held, upon written request of the City or the Lodge, at mutually agreeable dates and times. Unless waived by agreement, these meetings will be held on a semi-annual basis, but may be held more often by mutual agreement.

An agenda will be exchanged by the parties at least three (3) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of the Lodge and City representatives who will be attending. All matters on the agenda, will be discussed. By mutual agreement, the City and the Lodge may waive the exchange of an agenda.

The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement;
2. Discuss grievances, when such discussions are mutually agreed to by the parties;
3. Disseminate general information of interest to the City and the Lodge;
4. Consider and discuss health and safety matters relating to Members; and
5. Discuss any other items affecting the labor/management relationship.

ARTICLE 7

BARGAINING UNIT BUSINESS

Section 7.1 Grievance Representatives. The bargaining unit shall select two (2) Grievance Representatives, one of whom shall be designated as the Grievance Chairperson. The selection of these representatives shall be approved by the Lodge President who shall notify the City Manager of their selection and any change thereto.

One (1) Grievance Representative, upon giving reasonable notice, and upon receiving approval from Grievance Representative's supervisor, shall be released with pay during regular working hours to investigate grievances, to consult with the City in addressing labor/management issues, to process grievances, or to assist in the settlement of disputes. Permission to perform these functions shall not be unreasonably denied.

If written notice is provided to the Chief at least ten (10) days in advance, up to two (2) Grievance Representatives will be released from duty to attend Lodge training sessions and conferences, provided that the Grievance Representatives must use their own accrued paid leave (other than sick leave) to attend such training sessions and conferences. Such a release shall not create any overtime and/or compensatory time obligation to the City and shall not take any shift below minimum staffing levels as determined by the City.

Section 7.2 Negotiating Committee. Lodge Team members may be permitted to attend Team negotiation meetings and negotiation preparation sessions during their duty hours, provided such attendance does not interfere with the Member's regular police duties, does not create any overtime and/or compensatory time obligation to the City, and it does not take any shift below minimum staffing levels as determined by the Department. Time spent by a Member attending Lodge negotiation meetings and negotiation preparation sessions, outside their scheduled shift, shall not constitute hours worked.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 Definition. A "grievance" is an allegation by one or more Members, or the Lodge, that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to make changes in this Agreement, nor in those matters not covered by this Agreement.

Section 8.2 Jurisdiction. Nothing in this Agreement shall preclude a Member from seeking recourse for an alleged violation of the Member's rights through any forum available at law. However, once a Member elects to pursue a claim or appeal to obtain a particular remedy from a court, agency or tribunal outside of this procedure, and that court, agency or tribunal accepts jurisdiction over the Member's claim or appeal, the Member is thereafter precluded from seeking a remedy under this procedure.

Section 8.3 Grievance Qualifications and Filing.

- A. **Purpose.** It is the mutual desire of the City and the Lodge to provide for prompt resolution of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the City and the Lodge to affect the resolution of grievances at the earliest possible step.
- B. **Timeliness of Grievance Processing.** All grievances must be reduced to writing and first filed with the City at the applicable Step within fourteen (14) calendar days from incident or occurrence which gave rise to the grievance. Grievances filed beyond the fourteen (14) day time limit need not be considered. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. A grievance shall be considered withdrawn at any point where the grievant submits a written statement to that effect, or where time requirements at any step have lapsed without further appeal by the grievant. Any grievance not answered by the City within

the stipulated time limits may be advanced by the grievant to the next Step in the grievance procedure. All time limits on grievances set forth herein may be extended only by mutual written consent of the City and the Lodge.

- C. Filing. To be deemed “filed” with respect to the grievance procedure, the grievance form or appeal to the next step shall be hand-delivered to the appropriate City representative designated below, sent via fax to a City-designated fax number or sent via e-mail to a City designated e-mail address.
- D. Multiple Grievants. A grievance may be brought by an aggrieved Member covered by this Agreement. Where more than one (1) Member desires to file a grievance involving an incident affecting several Members in the same or similar manner, one (1) Member shall be selected by the affected Members to process the grievance. Each aggrieved Member who desires to be included in the grievance shall sign the grievance.

Section 8.4 Applicable Step to Initiate Grievance.

- A. In cases involving any subject other than a disciplinary action, the proper step to initiate the grievance procedure is Step 1. The Member may, but is not required, to utilize the Preliminary Step (Informal) of the Grievance Procedure.
- B. In cases involving a disciplinary action, the proper step to initiate the grievance is as follows:
 - 1. Informal (oral) reprimand: Step 1
 - 2. Formal (written) reprimand: Step 2
 - 3. Suspension from duty without pay for 5 or less working days: Step 3
 - 4. Suspension from duty without pay for 6 or more working days: Step 4
 - 5. Demotion in rank that results in reduction in salary: Step 4
 - 6. Dismissal: Step 4

Section 8.5 Grievance Form. A written grievance form, which shall provide the following information, shall be used in the processing of all grievances:

- 1. Grievant(s)' name(s) and signature(s);
- 2. Date, time and location of grievance;
- 3. Description of incident giving rise to the grievance;
- 4. Article or Section of the Agreement alleged to be violated;
- 5. Date grievance was first discussed;

6. Name of supervisor with whom grievance was first discussed;
7. Date grievance was filed in writing;
8. Desired remedy to resolve the grievance; and
9. A number assigned by the Lodge.

The Lodge shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

Section 8.6 Grievance Procedure.

- A. Preliminary Step - Informal. The Member may orally present the grievance to the Member's immediate supervisor holding the rank of Sergeant or higher. The immediate supervisor shall review the grievance and provide an appropriate answer following an informal meeting at this Preliminary Step. The utilization of the Informal Step does not negate the Member's responsibility to file a written grievance under Step 1 within fourteen (14) calendar days from the incident or occurrence which gave rise to the grievance.
- B. Step 1 - Immediate Supervisor. The Member shall file a written grievance with the Member's immediate supervisor holding the rank of Sergeant or higher. The supervisor shall investigate, including meeting with the grievant and/or the Lodge Representative. The supervisor shall provide a written response to the grievant and/or Lodge Representative within fourteen (14) calendar days of the filing of the Step 1 grievance.
- C. Step 2 - Chief of Police. Within seven (7) calendar days of the Step 1 response, the grievant and/or Lodge Grievance Representative shall file the written grievance with the Chief or designee. The Chief or designee shall investigate, including meeting with the grievant and/or the Lodge Representative. The Chief or designee shall provide a written response to the grievant and/or Lodge Grievance Representative within fourteen (14) calendar days of the filing of the Step 2 grievance.

A grievance regarding an informal (oral) reprimand shall not be subject to appeal beyond Step 2.

- D. Step 3 - City Manager. Within seven (7) calendar days of the Step 2 response, the grievant and/or Lodge Grievance Representative shall file the written grievance with the City Manager or designee. The City Manager or designee shall investigate, including meeting with the grievant and/or the Lodge Representative. The City Manager shall provide a written response to the grievant and/or Lodge Representative within twenty-one (21) calendar days of the filing of the Step 3 grievance.

A grievance regarding a written reprimand shall not be subject to appeal beyond Step 3.

- E. Step 4 - Personnel Appeals Board or Arbitration. Within fourteen (14) calendar days of the Step 3 response, the Lodge President shall file written notice with the City Manager or designee of the Lodge's intent to submit the grievance to arbitration; or the Member shall file written notice with the City Manager or designee of the Member's intent to submit the grievance to the Personnel Appeals Board. If written notice from the Lodge President of the Lodge's intent to submit the grievance to arbitration or the Member's intent to submit the grievance to the Personnel Appeals Board is not filed with the City Manager or designee within fourteen (14) calendar days of the Step 3 grievance response, the grievance shall be considered resolved. In the event that both the Lodge and the Member filed notice of intent to submit the matter to arbitration or the Personnel Appeals Board, the notice filed first in time shall be the method of grievance resolution and such method of grievance resolution shall be the exclusive method for that grievance. The Lodge has no obligation to process the matter through the Personnel Appeals Board if the Member chooses that option.
- F. A Member appeal of a grievance following Step 4 to the Personnel Appeals Board is only available for grievances resulting from: (1) suspension from duty without pay for six (6) or more working days; (2) demotion in rank that results in reduction in salary; and (3) dismissal in accordance with the City Charter and the applicable Sections of Chapter 155 of the City Ordinances.
- G. In grievances that are subject to arbitration, after receipt of a notice to arbitrate from the Lodge President, the City and the Lodge shall attempt to agree on an arbitrator. If this attempt is not successful or is waived, the arbitrator shall be selected by the parties making a joint request to the Federal Mediation and Conciliation Service for a panel list of seven (7) arbitrators with business addresses in Ohio. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. The party having the first strike of an arbitrator shall be determined by a coin toss. Prior to beginning the striking procedure, either the City or the Lodge may reject the list and submit a request for another list from the arbitration tribunal. Each party may only reject the list once.
- H. In issuing an award, the arbitrator shall be limited to the enforcement of the specific provisions of the Agreement. The arbitrator may not alter, amend, modify, add to or subtract from the provisions of the Agreement.
- I. The question of arbitrability of a grievance may be raised by the City or the Lodge before the arbitration hearing on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before an arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. Thereafter, the alleged grievance will be heard on its own merits before the same arbitrator.
- J. The decision of the arbitrator shall be final and binding, subject to appeal under applicable state law. The arbitrator shall be without authority to recommend any right to relief on any alleged grievance occurring at any other time than the agreement period in which the right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement.

- K. Both the Lodge and the City shall share equally in the cost of the arbitration proceedings. In the event that either party requests the presence of a court reporter, the non-requesting party shall not be obligated to split the costs of the appearance or transcript unless the party has mutually agreed or if that party or the arbitrator orders a copy of the transcript.
- L. Any Member whose testimony is relevant to the arbitration, shall be released with pay and without the requirement of a subpoena to attend the hearing, provided that the hearing is held during the Member's regular work hours and the release does not create any overtime and/or compensatory time obligation to the City and it does not take any shift below minimum staffing levels as determined by the Department. The expenses of any subpoenaed and/or non-member witnesses shall be borne by the party requesting the non-member's attendance at the Arbitration Hearing.
- M. The arbitrator shall render in writing his or her findings and the award as quickly as possible within thirty (30) calendar days after the hearing is closed and post-hearing briefs are submitted. The arbitrator shall forward such findings and award to the City Manager, or designee, and to the Lodge President, or designee.

Section 8.7 Right to Representation. The grievant, the Lodge and the City have the right to representation in all Steps of the Grievance Procedure and shall have an opportunity to fairly present the grievance or responses by presentation of witnesses and/or other pertinent information. The grievant and appropriate witnesses shall be entitled to be present at any Step in the Grievance Procedure (subject to an order to separate witnesses) and shall not lose pay as a result of such attendance, if a meeting is scheduled during working hours. Grievance meetings shall be scheduled at mutually agreeable times. The grievant, Lodge or the City may request that the party's attorney(s) be present at any Step of the Grievance Procedure. A party shall provide at least 24-hours' notice to the other party that they intend to have an attorney(s) present, and once notice is provided, other parties may also have their attorney(s) present.

ARTICLE 9

INVESTIGATIVE PROCEDURES

Section 9.1 Scope.

With the approval of the City Manager, investigative procedures shall be undertaken any time a Member is suspected of or charged with an act which could result in criminal and/or administrative charges being filed against such Member. The investigative procedure for an administrative and/or criminal investigation shall be set forth hereinafter.

- A. When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report.
- B. A Member shall be informed of the nature of an investigation prior to any questioning. Any request made by the Member and/or the Member's Lodge Representative or Lodge Attorney for any records relative to the investigation, not deemed confidential by the

Ohio Public Records Act, shall be honored. Such request shall not delay any questioning of the Member. In a manner consistent with the State Employment Relations Board's interpretation and application of NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975), the Member may exercise the right to have Lodge representation during any questioning, and the Lodge Representative or Lodge Attorney shall be afforded a reasonable opportunity to consult with the Member during questioning.

- C. A Member who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of his constitutional rights in accordance with law and shall then and continually thereafter have a right to counsel or other representative of his choosing.
- D. The use of administrative pressures, threats, coercion or promises shall not be employed for any purpose during the course of an investigation regarding any Member.
- E. A Member who declines or refuses to answer questions or to otherwise participate in an investigation may be charged with insubordination or a like offense except where such refusal is based on an exercise of his constitutional rights as referenced in subsection (C) hereof. Before a Member may be charged with insubordination or like offenses for refusing to answer questions or participate in any investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge.
- F. The interrogation of a Member in connection with an investigation shall be conducted at reasonable times and for reasonable periods of time that shall include rest periods and time to attend to physical necessities.
- G. Commencing at the time during an investigation when a Member is advised of the Member's constitutional rights as provided in subsection (C) hereof, an interrogation shall be recorded at the request of either party.
- H. In the course of an investigation, a Member may be given a polygraph examination, in compliance with applicable laws.
- I. During the course of an investigation, interviews of Member(s) not the subject of such investigation may be conducted. Where appropriate, the procedures set forth herein shall be followed with respect to such other Member(s).
- J. Upon request, a Member shall be afforded reasonable access to written documents and to taped interviews made in accordance with subsection (G) hereof during which time the Member may listen to and make personal notes. If a written transcript of a recorded interview is made, the Member will be provided a copy of such transcript upon written request to the City Manager.
- K. If in lieu of the filing of criminal charges an investigation results in the necessity of disciplinary action in accordance with Article 10, disciplinary actions shall be taken. A Member whose conduct is the subject of such disciplinary action shall be afforded access to all evidence gathered during the investigation.

- L. If any of these procedures are alleged to have been violated, such allegations shall be subject to the grievance procedure provided in Article 8 beginning at Step 2 of the grievance procedure.

ARTICLE 10

DISCIPLINE

Section 10.1 Just Cause No Member shall be reduced in pay or position, suspended (paid or unpaid), removed or reprimanded except for just cause, including incompetency, in efficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy, work rule, or codified ordinance of the City, any other failure of good behavior, unbecoming conduct, any act of misfeasance, malfeasance or nonfeasance or the conviction of a felony. The denial of a one-time pay supplement or bonus is not a reduction in pay.

Section 10.2 Progressive Discipline. The principles of progressive disciplinary action will be followed with respect to minor offenses. For minor offenses, an oral reprimand, a written reprimand and a suspension shall be given prior to demotion or dismissal. However, more serious discipline may be imposed for more serious offenses consistent with “just cause.”

Disciplinary action may consist of any action which is appropriate to the offense, including:

1. Informal (oral) reprimand;
2. Formal, written reprimand which becomes part of the Member’s personnel file;
3. Suspension from duty with or without pay;
4. Demotion in rank that results in reduction in salary;
5. Dismissal.

Disciplinary action taken against a Member, which is other than in the nature of an oral reprimand, shall be in writing and made a part of the Member’s personnel file.

A suspension from duty without pay for a period exceeding five (5) working days must be reviewed and approved by the City Manager prior to becoming effective. Informal reprimands, formal reprimands and suspensions from duty without pay for five (5) days or less shall not require prior approval by the City Manager. All demotions in rank that result in a reduction in salary and dismissals must be reviewed and approved by the City Manager prior to becoming effective. Nothing in this section shall be deemed to preclude an employee from being relieved of duty if in the judgment of the Chief of Police such action is necessary.

Disciplinary actions shall in all cases be dealt with in a confidential manner to the extent practical under public records laws. Specifically, Members who are or who may be the subject of any disciplinary action and supervisors/superiors who take or are considering taking any

disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons outside of the City management, except those persons who by this Agreement or other law are entitled to such information.

Section 10.3 Copy of Discipline Record Whenever a disciplinary action is taken which results in a disciplinary action of record, the Member shall be given a written copy of such record at the time it is placed in the Member's personnel file. No public statement regarding the final decision shall be made until the written decision has been distributed to the Member.

Section 10.4 Pre-Disciplinary Conference When charges are brought by the Chief or designee, and such charges may result in either suspension from duty without pay; demotion in rank that results in reduction in salary, or dismissal, a Pre-disciplinary Conference shall be scheduled to give the Member an opportunity to respond to the charges. Pre-disciplinary Conferences will be conducted by the Chief of Police, or designee.

Not less than three (3) business days prior to the scheduled Pre-disciplinary Conference, the Chief will provide the Member with written notice of the charges. The Member may choose to: 1) appear at the Conference to present an oral or written statement in the Member's defense; 2) appear at the Conference with a Lodge Representative and/or Lodge Attorney; or 3) elect to waive (in writing) the opportunity to have a Pre-disciplinary Conference.

At the Pre-disciplinary Conference, the Chief or designee, will ask the Member to respond to the charges. The Member may choose to respond through the Member's Lodge Representative and/or Lodge Attorney and in such case such representative or attorney shall respond on the member's behalf. At the Pre-disciplinary Conference, the Member, or Member through the Member's representative or attorney, may offer testimony and/or evidence in response to the charges. Pre-disciplinary Conferences may be audio-recorded by either party. If audio-recorded, the parties, upon request, shall provide a copy to the other within two (2) business days within the close of the Conference.

A written report and decision will be prepared by the Chief or designee, summarizing the findings of fact and if applicable, the disciplinary action to be taken. A copy of this written report will be delivered to the Member or the Member's Lodge Representative and/or Lodge Attorney within fourteen (14) calendar days of the close of the Conference. No public statements regarding the final decision shall be made by the City until the written decision has been provided to the Member or the Member's Lodge Representative and/or Lodge Attorney.

The written decision of the Chief or designee shall be a prerequisite to proceeding to the grievance procedure contained in Article 8 of this Agreement.

Section 10.5 Appeal. A Member may elect to file a grievance regarding the decision made by the Chief or designee following a Pre-disciplinary Conference as provided in Article 8 herein. The grievance must be reduced to writing and filed with the City at the applicable Step within fourteen (14) calendar days from the date of the written decision of the Chief or designee.

ARTICLE 11

PERSONNEL FILES

Section 11.1 Personnel File – General. One, and only one, personnel file shall be maintained for each Member and shall be in the custody of the City's designated Personnel Officer. The personnel file shall contain all the official records of the City regarding an individual Member. Members may review their personnel file at reasonable times in the presence of the Personnel Officer upon written request to the Personnel Officer. Copies of documents contained in the file shall be made available to the Member at no cost to the Member. All such copies shall be marked "copy". The confidentiality of matters contained in the personnel files shall be the responsibility of the Personnel Officer who shall release only such information that is determined to be a public record or is otherwise required by law. No anonymous complaints will be kept in a Member's personnel file unless the complaint has been substantiated with other evidence.

When a request is made by any non-City employee, City employee whose job duties do not provide access to such files, or outside party to review records contained in a Member's personnel file, the City will make all reasonable efforts to notify the Member of that request by calling the Member's telephone and/or sending an email to the Member's City email address prior to the production of any requested information. If possible, the Member will be granted the opportunity to review the requested records before granting the public request. In every case where records pertaining to a Member are provided to a person or entity other than the City or the Lodge, the City shall provide copies of the records to the member, and notify the Member of the identity of the party requesting the records, if known, and the date and time that such request was (or will be) honored.

Section 11.2 Retention of Records. All actions of records, including appointment, evaluations, promotions, transfers, demotions, written reprimands, dismissals, and suspensions, will be maintained in each Member's personnel file throughout the Member's period of employment with the following exceptions: Records of oral reprimands will be removed from the file upon the written request of the Member one year after the date such reprimand was issued, provided no further repeated or related disciplinary action has occurred within that period of time. Records of written reprimands will be removed from the file upon the written request of the Member two years after the date such reprimand was given, provided no further repeated or related disciplinary action has occurred within that two year period of time. Records of suspensions of three (3) days or less and demotions as a result of disciplinary action will be removed from the file upon the written request of the Member five (5) years after the date such discipline was given, provided no further disciplinary action has occurred within that five (5) year period of time. Disciplinary records that are properly removed from a Member's personnel file shall not be used in connection with further discipline, demotion, evaluation or promotion. In any case in which a written reprimand, suspension, demotion or dismissal is a disaffirmed on appeal through the grievance procedure, the personnel record shall clearly indicate such disaffirmance. Copies of commendations, letters of appreciation, and training certificates or records, shall also be maintained in the personnel file.

Section 11.3 Inaccurate Documents. If a Member has reason to believe that there are inaccuracies in documents contained in the Member's personnel file, the Member may write a memorandum to the Personnel Officer explaining the alleged inaccuracy. If the Personnel Officer concurs with the Member's contentions, the Personnel Officer shall either correct or remove the faulty document or attach the Member's memorandum to the document and note thereon concurrence with the memorandum. The Personnel Officer may also attach the memorandum to the document and note disagreement with memorandum's contents. The decision of the Personnel Officer with regard to inaccurate documents shall be final.

ARTICLE 12

WORK RULES AND DIRECTIVES

Section 12.1 New Work Rules. The City and the Lodge agree that the City has the management right to issue, amend and revise directives, procedures, policies, rules, regulations, practices and to enact ordinances. Unless otherwise specifically provided for within or otherwise in conflict with a provision of this Agreement, such existing or new directives, procedures policies, rules, regulations, practices and ordinances shall be the sole prerogative of the City. The City agrees that that new or amended directives, procedures, policies, rules, regulations, practices and ordinances adopted after the effective date of this Agreement shall be reduced to writing (absent exigent circumstances) and provided to Lodge Grievance Representatives and all Members in advance of their enforcement. If such exigent circumstances require enforcement prior to written distribution, oral notice shall be given and such shall be reduced to writing as soon as practicable thereafter.

Section 12.2 Effect of Work Rules. Any allegation by a Member of the Lodge that a revised directive, procedure, policy, rule, regulation, practice and/or ordinance is applied to Members is in violation of this Agreement shall be the proper subject of a grievance, as in an allegation that a work rule had not been applied or interpreted uniformly to all affected Members. No Member shall be disciplined for an alleged violation of a revised directive, procedure, policy, rule, regulation, practice and/or ordinance, which has not been promulgated as set forth in Section 12.1 of the Article.

ARTICLE 13

LAYOFFS/JOB ABOLISHMENT

Section 13.1 Action. When the City determines that a layoff or job abolishment is necessary, the City shall notify the affected Members at least twenty eight (28) days in advance of the layoff or job abolishment. In deciding who to select for layoff, seniority alone is not the governing principle. The City may consider any and all factors, including, without limitation, the job or position to which the Members are assigned, the skills and abilities of the Members, the job performance of the Members, the attendance of the Members, the disciplinary record of the Members and the Member's seniority when determining who is selected for layoff. The City shall have sole discretion in such selection process. Layoffs must first be made from all

Members with less than nine (9) years of service. Once all of the Members with less than nine (9) years of service have been laid off, the City can then make layoffs from all the Members with nine (9) or more years of service. No Member may be laid off unless all non-bargaining unit law enforcement officers below the rank of Sergeant have been laid off or separated from service; and, during the period of any layoff for a Member, no non-bargaining unit law enforcement officer below the rank of Sergeant may be employed by or perform any services for the City.

The City agrees to discuss with the Lodge the impact of the layoff or job abolishments on Members prior to the City's notification to the affected Members, provided the City retains the right to determine all aspects of the layoff except as otherwise set forth in this Article.

Section 13.2 Recall and Reinstatement. When Members are to be laid off, the City shall create a recall list. The City shall recall Members from layoff as needed. The recall shall be according to reverse order of layoff. A Member shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Members by certified mail with copies to the Lodge. The mailing shall be to the last mailing address provided by the Member and the Member has an obligation to keep the City advised of the Member's current mailing address.

The recalled Member shall have ten (10) calendar days following the receipt of the recall notice to notify the City of his intention to return to work and shall have twenty-one (21) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

ARTICLE 14

MISCELLANEOUS NON ECONOMIC

Section 14.1 Seniority. Seniority will be based on each Member's continuous time served as a full-time sworn law enforcement officer with the City (including continuous time as a sworn law enforcement officer with the Village of New Albany). Any lawful separation from employment as a bargaining unit member, including but not limited to retirement, promotion and termination, will constitute a break in continuous service; however, any Member who is restored to service from a disability separation/retirement or is recalled from layoff shall be credited with seniority for all continuous service prior to the date of their disability, separation or layoff.

Section 14.2 Communicable Disease Testing. The City will pay for any medically appropriate testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

Section 14.3 Health and Safety. It is agreed that safety is a prime concern and responsibility of the City, the Members, and the Lodge. In this regard:

1. The City agrees to maintain, in reasonable and good working order, the equipment, facilities, vehicles, supplies and tools required for members to safely carry out their duties. Members are responsible for properly caring for and

avoiding intentional misuse or reckless or negligent use of equipment, facilities, vehicles, supplies, and tools provided by the City.

2. The Member accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions shall be reported by the Member to his supervisor as soon as any unsafe working condition is known.
3. The City and the Lodge shall consider and discuss safety and health related matters and explore ideas for improving safety at the Labor Relations Committee meetings.

Section 14.4 Probationary Periods. Newly hired Members shall serve a twelve (12) month probationary period from their hire date. Any probationary Member who is off duty on an approved leave for thirty (30) or more calendar days shall have their probationary period extended for the same time period that they were on leave. During the applicable probationary period, a Member may be discharged from employment at the City without cause. Disciplinary action taken by the City against Members during their probationary period, including but not limited to termination from employment, are not subject to appeal to either the Personnel Appeals Board or arbitration.

ARTICLE 15

REGULAR WORK PERIODS AND OVERTIME

Section 15.1 Workweek and Definitions. The workweek shall be a recurring period of seven (7) consecutive twenty-four (24) hour periods. The workweek for Members shall consist of forty (40) hours. "Paid Status" shall include hours worked and all hours in paid status while on any approved leave, including holiday, vacation, personal, injury, paid military leave, sick, training or other paid leave accrued to a Member on an hour-for-hour basis. The use of compensatory time, any Court Pay as described in Section 15.6 herein, and/or any hours for which a time and one-half (minimum) premium are paid, are specifically excluded from Paid Status.

Section 15.2 Work Schedules. Work schedules are defined as a Member's regularly assigned hours of the day and days of the week. The City may temporarily change work schedules with advance notice to the affected Member for the needs and efficiency of the operations of the Department and/or due to exigent circumstances. Such changes shall not be used to reduce the Member below a forty (40) hour workweek. Work schedules shall be made so that work days are consecutive and days off are consecutive, except days off may be the first and last day of the workweek and days off may not be consecutive for scheduled training. In the event that such change is expected to last more than one hundred twenty (120) calendar days, the Chief of Police, or designee, shall repost schedules for the duration of the vacancy in a manner consistent with Section 15.3, below.

Section 15.3 Regular Assignments and Schedules.

- A. No later than October 31 of each year, the Chief of Police, or designee, will determine and post: (1) the Sergeants' assignments and work schedules for the twelve (12) month period beginning with the first full pay period in January through the last pay period beginning in December (i.e., the next calendar year); and, (2) all regular patrol assignments and work schedules for bargaining unit members and, subject to Section 15.3(B), the assignments and work schedules for assignments for other than regular patrol (e.g., DARE, SRO, Investigative) and for K-9, for the next calendar year. Within thirty (30) calendar days of the first date of posting, bargaining unit members shall, in order of seniority, designate which work schedule they desire for the following year. All assignments resulting from this bid process shall be posted no later than ten (10) calendar days following the date the Members designations are due.

- B. When any vacancy in an assignment for bargaining unit members is determined for other than regular patrol (e.g., DARE, SRO, Investigative), the vacant assignment shall be posted by the Chief of Police. Upon completion of the posting, a bargaining unit member who applies and is determined by the Chief of Police to possess the necessary qualifications for the assignment will be selected to fill the vacancy. When more than one Member applies, the most qualified Member shall be selected, and when such qualifications of more than one Member are equal, the most senior qualified Member shall be selected. The determination of such qualifications shall be in the discretion of the Chief of Police. The creation, retention, and/or abolishment of such assignments shall be within the discretion of the Chief of Police. Any mounted (equine) and K-9 assignments shall be arranged with the mutual consent of the City, the Lodge and the interested and qualified Member(s). Any such arrangements shall be in writing pursuant to a memorandum of understanding. The creation, retention, and/or abolishment of mounted and K-9 assignments shall be within the discretion of the Chief of Police. A Member assigned under this Section must bid on a schedule for such assignment in order to remain in the assignment.

- C. Assignments that are filled pursuant to Sections (A) and (B) of this Article will be honored except when the Chief of Police, or designee, determines that a particular Member's choice is inconsistent with Department goals and priorities or based on a demonstrated need.

- D. If, during the year following the annual posting of patrol assignments, the Chief of Police determines that a work schedule vacancy exists within a patrol assignment, including temporary vacancies, such vacancy will be posted to notify bargaining unit members that they may submit a written request to be placed in the vacant assignment. Such written requests must be submitted to the Chief of Police, or designee, within ten (10) calendar days following the posting of the vacancy. Except for filling temporary vacancies, which may not last longer than one hundred twenty (120) calendar days, all such requests will be granted in accordance with the provisions of Sections (A) and (B) of this Article. In the event that at the commencement of or during a temporary vacancy, such vacancy is expected to last more than one hundred twenty (120) calendar days, the Chief of Police,

or designee, shall repost schedules for the duration of the vacancy in a manner consistent with this Section.

- E. Notwithstanding any other provision of this Article, probationary members shall have no assurance of work schedule assignment preference unless: (1) they are no longer assigned to the Field Training program and (2) the posting of work schedule assignments occur within the last ninety (90) days of their probationary period.

Section 15.4 Overtime. All hours in paid status in excess of forty (40) hours per workweek shall be compensated at the overtime rate of one and one-half (1.5) times the Member's straight time hourly rate of pay.

No Member shall be paid for overtime work, which has not been authorized by a supervisor. Members shall be permitted to elect compensatory time off in lieu of cash payment for overtime hours in accordance with the provisions of Section 15.5. Clock changes resulting from the switch from or to Daylight Savings will not result in overtime or a reduction in pay or paid time off.

Section 15.5 Compensatory Time. Compensatory time shall be earned or granted to Members, at the election of the Member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. Such election must be made by the Member in timely manner pursuant to applicable City policies. The amount of compensatory time in a Member's bank is limited to eighty (80) hours. Compensatory time is to be taken in a minimum of one (1) hour increments and shall be taken at times mutually convenient to the Member and the City. Members will receive payment for the balance remaining at the conclusion of the first pay period ending in December of that year.

Section 15.6 Court Pay. When a Member is required by subpoena or order to make an appearance in court during off duty hours, a minimum of three (3) hours shall be paid at one and one-half (1/2) times his regular pay. The three (3) hour minimum pay will not apply in situations where the court time overlaps the beginning or ending of a Member's regularly scheduled work period. Whenever a Member's subpoena is cancelled less than two (2) hours before the time stated on the subpoena, the Member will be paid a minimum of three (3) hours at the Member's regular rate of pay. The Member shall have functioning telephone service for communication under this Section and provide such number(s) to the Department.

Members may elect to be placed on stand-by with the court by obtaining approval from the prosecutor, but stand-by under this provision will be in a nonpaid status. Any Member who elects to be placed on stand-by status will be considered released from stand-by, and will not be bound by the subpoena, if the Member does not receive an instruction to appear by the time stated on the subpoena or 12 p.m., whichever is earlier. The Member shall have functioning telephone service for communication under this Section and provide such number(s) to the Department.

Section 15.7 Substitution (Trading) of Time. A Member, with the approval of a supervisor, may agree to trade work hours with another Member, so long as such trade occurs within the same workweek for both Members involved in the trade and the trade does not create overtime for either Member.

Section 15.8 Call in Pay. When a Member is ordered to report to work at a time other than during the Member's regularly scheduled shift, the Member shall be paid for a minimum of three (3) hours pay at the rate of one and one-half (1½) times the Member's straight time hourly rate of pay. The three (3) hour minimum pay will not apply in situations where the period of the call-in abuts the beginning or end of a scheduled work period.

Section 15.9 Variable Work Hours. Members may alter their daily work schedule with the approval of their immediate supervisors (“flex time”) so long as such flex time occurs within the same workweek and it does not create overtime.

Section 15.10 Overtime Sign-up. When overtime assignments are posted, these assignments shall be filled by seniority, provided that a more senior Member may not dislodge a less senior Member from an overtime assignment after the overtime posting period has closed. If a Member selected to work an overtime assignment is unable to work the assignment, it is the Member's responsibility to obtain a replacement; and, a supervisor must approve any such replacement.

ARTICLE 16

VACATION, HOLIDAYS AND PERSONAL LEAVE

Section 16.1 Vacation Time. The following shall be the vacation accrual rate for Members:

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period</u>
Upon employment	3.077 hours
Upon completion of 4 years of employment	4.615 hours
Upon completion of 9 years of employment	6.160 hours
Upon completion of 14 years of employment	7.700 hours

Section 16.2 Vacation Scheduling. All Members shall be permitted to schedule up to 120 hours of vacation during the annual vacation bid process, which shall begin on December 1 of each year. Vacation scheduled in accordance with the annual vacation bid process will be for the twelve-month period beginning with the first full pay period of January and continuing through the last pay period beginning in December. Vacation selection will be based on seniority, with the most senior Member making the first selection of up to 120 hours of vacation from any available dates during the following year in one-week blocks of 40 hours. Members shall not be denied a vacation selection under the annual bid process unless another more-senior Member

with the same regularly scheduled work hours selects the same date. All vacation selection during the annual bid process will be completed by December 24 and will be posted no later than December 31.

In addition to vacation scheduled through the annual vacation bid process, vacation may be granted with supervisor approval on a first-come / first-served basis.

Section 16.3 Vacation Carry-Over. Members may carry vacation time over from one calendar year to the next. In no event may Members carry over more than two and one-half (2.5) times their annual accumulation rate. Any excess vacation that cannot be carried over is forfeited.

Section 16.4 Holidays.

A. The following days are declared paid Holidays from which Members shall receive eight (8) hours of compensation at their base rate.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day following Thanksgiving
Christmas Eve	Second half of the last work day before Christmas Day, four -(4) hours
Christmas Day	December 25

B. The holiday shall be observed on the actual holiday designated above.

C. When a Member works on a holiday, the Member shall be compensated at the rate of one and one-half (1.5) Member's base rate of pay for all hours worked. Members who begin a shift on the day prior to the designated holiday, but work more than 50% of their hours on the holiday, shall be credited for the holiday on the date that their shift begins.

D. At the commencement of each calendar year, the City shall deposit all 84 hours for the above-referenced holidays into a holiday leave bank. Members can use holiday leave

hours for any reason (i.e., either for the actual holiday or for holiday, vacation, personal, etc.). Holiday leave must be scheduled in advance with supervisor approval.

- E. In the event a Member does not use all 84 hours of annual holiday leave, the City will cash out the Member's balance of the unused holiday leave remaining as of the next to last pay period of the fiscal year. Such amount will be paid to the Member at the Member's base rate in the last pay period of the fiscal year.
- F. For a Member's initial year of employment, the City shall deposit the pro-rated amount of hours for remaining holidays in the Member's holiday leave bank. If a Member terminates employment for any reason, any holiday hours that have not accrued (i.e. holiday has not yet occurred) shall be forfeited. Any holiday hours that are accrued but unused at the time of termination shall be paid to the Member at Member's base rate. If a Member has used more holiday hours than accrued at the time of termination, the City shall withhold such holiday pay from the Member's final paycheck. If there are not sufficient earnings to cover such withholding, the Member shall reimburse the City in cash.
- G. Upon the effective date of this Agreement, a pro-rated amount of the remaining holidays will be deposited in each Member's holiday leave bank.

Section 16.5 Personal Days.

- A. In addition to the observed holidays set forth in Section 16.4, all full-time Members shall be authorized to observe two (2) paid days off (16 hours) annually, designated as "personal days." Such time shall be scheduled as far in advance as possible and approved by the supervisor, except that no reasonable request shall be denied. Any unused personal days remaining after the last pay period of the calendar year shall be forfeited. Any unused personal days shall not be paid out upon termination of employment. Personal days shall be scheduled in full-day (8-hour) increments.
- B. New Members hired before June 30 will be authorized to observe both personal days. New Members hired between July 1 and November 30 will be authorized to observe one (1) personal day. New Members hired December 1 or after will not be eligible for any personal days that year.

Section 16.6 Base Rate. Pay for vacation, holiday or personal days shall be computed on the basis of the Member's existing hourly base rate of pay.

ARTICLE 17

SICK LEAVE / INJURY LEAVE / BEREAVEMENT LEAVE

Section 17.1 Accrual and Use of Sick Leave.

- A. All Members shall be credited sick leave at the rate of 4.615 hours for each bi-weekly pay period in paid status. Any credit for sick leave for a portion of a pay period in unpaid status shall be pro-rated.
- B. Sick leave may be accumulated without limit, subject to the terms below.
- C. When used, sick leave shall be deducted from the cumulative total on an hour-for-hour basis.
- D. Members may use sick leave for absence due to personal illness, pregnancy, injury, exposure of contagious disease which could be communicated to other employees and to illness or injury of the Member's spouse, child, mother, father, or other relative residing in the Member's household. Sick leave may also be used for medical, vision or dental related examination and care.
- E. Members may be required to provide proof of illness by furnishing a doctor's statement if the duration of the illness exceeds three (3) working days.
- F. Absence due to sickness in the immediate family not residing in the Member's household, and requiring the continuing presence of the Member to make arrangements for hospitalization or other care, shall not exceed three (3) consecutive workdays. The Chief, or designee, may approve additional absences for this purpose.
- G. Excessive use, abuse of, or misuse of sick leave may be cause for disciplinary action or dismissal.
- H. Members for whom a shift replacement must be found and who are unable to report to work for any reason listed herein must report their anticipated absence to their supervisor at least one (1) hour prior to the start of their shift on the first day of their absence. Members must report accordingly on each succeeding day of their absence unless other arrangements are authorized.
- I. Following the fourth (4th) occurrence of sick leave absence of one day or more in a 12-month period of time, the Member may be required to secure and present a certificate from a doctor giving information as to the circumstances involved or nature of the illness to receive pay for each subsequent absence involving sick leave in the remainder of that 12-month period. This documentation shall be sent to Human Resources Personnel to be placed in the appropriate personnel file.

Section 17.2 Sick Leave Incentive Members with a balance in excess of four hundred eighty (480) hours of accrued sick leave may elect, no later than September 1 of each year, to convert thirty-two (32) hours of sick leave for payment in the first full pay period in January of the next calendar year (payable at the Member's regular rate of pay as of December 31 of the year of the election). Members with a balance in excess of eight hundred (800) hours of accrued sick leave may elect, no later than September 1 of each year, to convert forty-eight (48) hours of sick leave for payment in the first full pay period in January of the next calendar year (payable at the Member's regular rate of pay as of December 31 of the year of the election). All payments shall be at a one-for-one rate (i.e., one (1) hour of pay for every hour of converted sick leave). For Members employed by the City after 1/1/12, the incentive described in this Section applies only to sick leave accrued while employed by the City.

Section 17.3 Termination of Service. Upon retirement or separation in good standing, Members may convert unused accrued sick leave to a lump sum monetary payment on the following conditions:

1. For the first 120 hours (15 days) of sick leave accrued, payment shall be hour for hour. Accumulated sick leave above 120 hours shall be paid at the rate of eight hours pay for every 24 hours accumulated.
2. Payment will be at the hourly rate in effect at the time of retirement or termination.
3. Members terminated for cause or who fail to give two weeks written notice of intent to terminate are not eligible for the sick leave conversion benefit.

Section 17.4 Paid Injury Leave. When a full-time Member's absence from work is necessitated because of an illness or injury incurred while on the job with the City and the illness or injury is compensable under Ohio Workers' Compensation Law, injury leave shall be granted for each such illness or injury for a period of time not to exceed 1040 hours. Such leave shall not be charged against the Member's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Workers' Compensation Law. In order to be eligible for injury leave, the Member must report the illness/injury to the Member's supervisor within three workdays of the incident giving rise to the illness/injury. Simultaneously with the request for injury leave, the Member shall make application and actively pursue a claim for benefits under Ohio Workers' Compensation Law. Paid injury leave does not apply for injuries occurring while on special duty, unless in the discretion of the Chief or designee, such injury occurs while acting in a law enforcement capacity.

Section 17.5 Coordination of Injury Leave With Workers' Compensation. Members receiving injury leave with pay shall be required to reimburse the City for any wage or salary benefits received by the Member from the Bureau of Workers' Compensation for the time period for which injury pay is awarded.

Section 17.6 Bereavement Leave.

1. A full-time Member may be granted up to five (5) regularly scheduled workdays without loss of pay in case of a death in the immediate family.
2. Sick leave, vacation, holiday leave, or compensatory time may be used for bereavement leave for additional days for immediate family, with the approval of the Chief or designee.
3. Up to three (3) days of leave is permissible for deaths other than the immediate family, but such leave shall be charged to holiday leave, vacation or compensatory time.
4. For purposes of this Section, “immediate family” means parents, parents-in-law, step-parents, brother-in-law, sister-in-law, spouse, children, step-children, brothers, sisters, grandchildren, grandparents and grandparents-in-law unless otherwise specified in Chapter 155 of the New Albany Codified Ordinances.

ARTICLE 18

GENERAL PROVISIONS

Section 18.1 Strikes/Lockouts. The Lodge and the Members recognize that law enforcement officers are prohibited by the laws of the State of Ohio from striking, including any continuous concerted action in failing to report to duty; willful absence from one’s position; or stoppage of work in whole or in part from the full, faithful, and proper performance of the duties of employment. The City recognizes that it is prohibited by the laws of the State of Ohio from instituting a lockout of Members. Therefore, during the term of this Agreement, there shall be no strikes or lockouts of any kind.

Section 18.2 Complete Agreement. This Agreement sets forth the complete agreement of the parties, and it may only be altered, changed, added to, deleted from, or modified only through the voluntary consent of the City and the Lodge in a written and signed amendment or memorandum of understanding.

ARTICLE 19

SUBSTANCE ABUSE AND TESTING/TOBACCO USE

Section 19.1 Purpose for Substance Abuse Testing. The City and the Lodge recognize that the ability of a Member to properly perform the Member’s duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Police Department, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation,

or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

1. Dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to Members, the general public, or other employees of the City;
2. Providing assistance to a Member with drug or alcohol dependency problems; and
3. Disciplining a Member whose satisfactory work performance is adversely affected by substance abuse.

Section 19.2 Definitions. The following definitions shall govern this Article:

1. "Under the influence" means that the Member is adversely affected in the satisfactory performance of the Member's duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol; a blood alcohol content of greater than 0.02%; or the detectable presence of any illegal drug in the Member's body.
2. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
3. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained and (3) prescribed drugs not being used for prescribed purposes and/or by person to whom prescribed.
4. "Reasonable belief" is an articulated belief that a Member is using illegal drugs or misusing alcohol such that the Member's work performance is adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, and reasonable inferences therefrom. Reasonable belief may be based upon a Member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

Section 19.3 Prohibited Conduct. For purposes of this Article, no Member shall, while performing the Member's duties for the City, while in the City's facilities or vehicles, while in uniform, during their on-duty meal period, or while off-duty in public when wearing any City-issued apparel which clearly identifies them as employees of the City:

1. Consume alcohol and/or be under the influence of alcohol (unless in the line of duty with approval of the Chief or designee);
2. Use or be under the influence of any illegal drug, or while using any legal drug be impaired to the point that the Member cannot satisfactorily perform the Member's assigned duties; or
3. Unlawfully use, sell, purchase, transfer or possess an illegal drug (unless in the line of duty with approval of the Chief or designee).

Section 19.4 Testing. A Member shall be tested for alcohol or illegal drug usage when there is a reasonable belief that the Member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the Member's system, on a programmatic random basis or following an accident in which the Member is at fault that results in injury to persons or when, in the opinion of the Chief or designee, substantial damage to property occurs.

Section 19.5 Testing Determination. Upon determining that a Member must submit to testing (whether urinalysis for drugs or breath for alcohol) because reasonable belief has been established, a random selection has been made, or post-accident, the supervisor shall give the Member an opportunity, prior to the test, to request the presence of or to seek the advice from a Lodge representative. Refusal, for any reason, to submit to the test shall be grounds for disciplinary action, up to and including discharge. The Lodge representative, if available, may accompany the Member to and be present with the Member at the collection/testing site.

Section 19.6 Discipline/Rehabilitation. A positive test result for alcohol or illegal drug usage may, depending on individual circumstances, result either in discipline, subsequent random testing and/or referral to a program for rehabilitation purposes. Any Member who voluntarily seeks assistance with a drug or alcohol dependency problem prior to being notified of a random test selection shall not be required to, but may, submit to a test without any disciplinary action being taken and without any requirement for follow-up random testing. Such self-identification to avoid any disciplinary action and/or follow-up random testing shall not apply if the test is based upon reasonable suspicion or post-accident.

Any discipline to be imposed shall be for just cause and shall take into account all facts and circumstances, including the need for testing, the Member's desire for and progress in rehabilitation, and the Member's past work performance.

A Member who is convicted of any alcohol or drug-related offense, whether or not duty-related and including any OVI-related offense, may be subject to discipline.

Section 19.7 Tobacco Free. The City is a tobacco-free employer. All City facilities and vehicles are and shall remain tobacco free. Tobacco products shall not be used by any Member while on duty, special duty and/or in uniform.

ARTICLE 20

RATES OF PAY/WAGES

Section 20.1 Wages. Effective January 1, 2012* and through December 31, 2012 the following wage steps shall be in place for Members:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$46,000.00	\$49,950.00	\$56,410.00	\$62,750.00	\$69,330.00

Effective January 1, 2013 the Step salaries set forth above shall be increased by a minimum of 3.0%. However, in the event that the City provides a general cost of living wage percentage increase effective January 1, 2013 in excess of 3.0% to all other City employees who are not covered by this Agreement, such greater wage percentage increase shall apply to all Members herein in lieu of the 3.0% minimum.

Effective January 1, 2014 the 2013 Step salaries shall be increased by a minimum of 3.5%. However, in the event that the City provides a general cost of living wage percentage increase effective January 1, 2014 in excess of 3.5% to all other City employees who are not covered by this Agreement, such greater wage percentage increase shall apply to all Members herein in lieu of the 3.5% minimum.

* For purposes of retroactivity, Step wage rates only shall be retroactive to January 1, 2012 for hours in paid status.

Section 20.2 Police Officer Step Advancement. The following shall apply to the advancement from Step 1 through Step 5 for those Members hired after January 1, 2011. Any Member who does not attain the minimum performance evaluation score shall continue to serve in the existing step until the Member attains the satisfactory performance evaluation score at the next annual performance evaluation.

- A. Step 1 shall be the hiring step for the rank of Police Officer for those Members hired after January 1, 2011. A Member shall be advanced from Step 1 to Step 2 upon completion of: (1) one year of continuous service at Step 1; and (2) attaining a minimum of a 50% grade on the Member's most recent performance evaluation while serving in Step 1.
- B. A Member shall be advanced from Step 2 to Step 3 upon completion of: (1) of one year of continuous service at Step 2; and (2) attaining a minimum of a 50% grade on the Member's most recent performance evaluation while service in Step 2.
- C. A Member shall be advanced from Step 3 to Step 4 upon completion of: (1) one year of continuous service at Step 3; and (2) attaining a minimum of a 50% grade on the Member's most recent performance evaluation while serving in Step 3.
- D. A Member shall be advanced from Step 4 to Step 5 upon completion of: (1) one year of continuous service at Step 4; and (2) attaining a minimum of a 50% grade on the Member's most recent performance evaluation while serving in Step 4.

Section 20.3 Appointment and Advance Step Hiring. For all Members who are hired for the rank of Police Officer after January 1, 2011 who are certified peace officers, with experience, the City retains the sole discretion to place the Member into an advanced step based upon the Member's level of relevant experience.

Section 20.4 Merit Bonuses. In recognition of exceptional City service, each Member shall be eligible for additional compensation in the form of a merit bonus program. Participation in the merit bonus program shall be optional. A Member becomes eligible for merit compensation in the year following the Member's advancement to Step 5. In order to be eligible for merit compensation, the Member shall attain a minimum score of 80% on the Member's annual

performance evaluation. The merit bonus program will have two parts. The first part will be based upon the individual’s job performance. The second part is based upon a Member’s voluntary participation in an objective setting program and the Member’s attainment of agreed upon objectives. Objectives will not be contained in the same form as the performance evaluation, but may be an attachment or addendum if the Member participates in the objective setting program. The table below summarizes the job performance and goal attainment objective for the merit bonus program based upon years of service:

Years of Service	Job Performance		Objectives
Up to 11	Less than 80%	\$0.00	\$100.00 to \$500.00
	80% less than 90%	\$200.00	
	90% and greater	\$400.00	
12-18	Less than 80%	\$0.00	\$100.00 to \$500.00
	80% less than 90%	\$400.00	
	90% and greater	\$600.00	
18+	Less than 80%	\$0.00	\$100.00 to \$500.00
	80% less than 90%	\$600.00	
	90% and greater	\$800.00	

Section 20.5 Shift Differential. A shift differential of one dollar (\$1.00) per hour shall be provided (excluding hours in paid status while on approved leaves, restricted duty, and off-duty court time hours) for all Members regularly assigned to work second shift, third shift or any shift that commences after the starting time of second shift and ends prior to the ending time of third shift. Shift differential shall be paid for actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours spent on approved paid leave. Time spent in optional training programs shall not qualify for shift differential pay. If shift differential pay is applicable, and overtime occurs, the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.

ARTICLE 21

RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 21.1 Officer-In-Charge. Any Member who is designated by the Chief or designee as “officer-in-charge” shall be compensated in an amount of five percent (5%) above the Member’s base hourly rate. The Member shall be eligible for such pay on an hour-for-hour basis provided that such Member works a minimum of eight (8) consecutive hours as officer-in-charge. The officer-in-charge designation shall be made when there is no supervisor scheduled for the entire shift or when a supervisor calls off for the entire shift and no other supervisor is working during that shift. In the event that a supervisor is scheduled but does not complete the Member’s shift, the Chief or designee may designate an officer-in-charge. However, unless the Member designated as officer-in-charge works a minimum of eight (8) consecutive hours as officer-in-charge, the Member is not entitled to the five percent (5%) additional compensation.

Section 21.2 Return from Military Service. Pursuant to the Ohio Revised Code Section 5903.03, any Member who leaves, or has left, the City service to enter the active service of the Armed Forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the City, shall be entitled to receive compensation at the Step rate to which the Member would have been entitled had service with the City not been interrupted by service in the Armed Services.

Section 21.3 Reinstatement from Authorized Leave. Time spent on authorized leave in paid status and/or approved Family and Medical Leave Act leave shall be credited for purposes of step advancement.

ARTICLE 22

UNIFORMS, EQUIPMENT, AND ALLOWANCES

Section 22.1 Initial Issue Stipend. Upon initial appointment, the City shall provide each new Member with an initial uniform stipend equal to two times the annual uniform stipend for the purpose of purchasing all uniforms, uniform parts, leather gear and required equipment (other than Departmental-issued uniforms, uniform parts, leather gear, required equipment, service pistol and less-than-lethal weapons).

Section 22.2 Body Armor. Body Armor shall be replaced every five (5) years at the City's expense.

Section 22.3 Annual Uniform and Equipment Stipend. Each Member shall receive an annual uniform and equipment stipend in the amount of \$800 for the purchase of uniforms, uniform parts, leather gear, and required equipment. The stipend is intended to be used by the Member to maintain the Member's required uniform, uniform parts, leather gear, and required equipment including necessary replacement thereof. The annual stipend shall be paid to the Member on or before April 30th of each calendar year.

Section 22.4 Plain Clothes and Equipment Stipend. Each plain clothes Member upon the Member's initial plain clothes assignment, shall receive a one-time stipend in the amount of \$500 for the purpose of purchasing appropriate attire for plain clothes duty. The stipend in Section 22.3 is intended to be used by the plain clothes officer for the purpose of purchasing and maintaining plain clothes attire and uniforms, uniform parts, leather gear and required equipment including necessary replacement thereof. The dress code for each plain clothes Member is business attire (e.g., suit or dress pants and jacket and dress shirt and tie) as determined by the City, unless the Member is wearing a uniform or if the Member's specific tasks or assignment requires the Member to wear something other than business attire. Upon the effective date of this Agreement, any Member in a plain clothes assignment who did not receive an initial one-time plain clothes stipend will receive such a one-time stipend of \$500.

Section 22.5 Required Purchases. Uniformed Members shall be required to purchase uniform parts and equipment as defined by appropriate orders, regulations, codes, or other policies of the Chief and City Manager. Plain clothes Members will be expected to purchase the clothing and equipment necessary to function as a plain clothes officer, as required by appropriate orders, regulations, codes, or other policies of the Chief and City Manager.

Section 22.6 Damaged or Destroyed Personal Property. In general, personal property of a Member, approved for City use, which is damaged or destroyed in the line of duty shall be replaced by the City, via a reimbursement procedure, up to a maximum value of \$175.00 on a per occurrence basis. Personal property of a Member which is damaged or destroyed in the line of duty as a result of the Member's reckless or negligent care shall not be reimbursed. Requests for replacement of damaged or destroyed personal property must be submitted in writing to the Chief identifying the circumstances under which the damage or destruction occurred and the type, brand name, model, value, condition prior to damage of said property, together with the damaged property. If such request is subsequently approved, the Member shall be reimbursed for the purchase of replacement personal property which, in all respects, is substantially similar to that which was damaged or destroyed, up to the maximum value identified above, provided that the Member submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specifically excepted from the above mentioned \$175.00 maximum reimbursement shall include prescription eyewear, the maximum reimbursement for which shall be the replacement value of said item not to exceed \$350.00.

Section 22.7 Termination of Employment. Upon termination of employment (regardless of the reason), Members shall return to the Department all Department-issued uniforms, uniform parts, leather gear and equipment in good condition, minus normal wear. It is recognized that the Departmental-issued items shall be considered the property of the City.

ARTICLE 23

INSURANCE BENEFITS

Section 23.1 Health, Prescription, Dental and Vision. The City shall make available group medical, prescription drug, dental, and vision benefits to all full-time Members and their eligible dependents. The benefits shall be based on the benefits of the carrier or carriers and shall be the same benefits offered to all city non-union employees. The Members' premium contributions for the group medical, prescription drug, dental, and vision benefits shall be the same as the premium contributions paid by all City non-union employees for the same benefits; provided, during the term of this Agreement, Members' premium contributions shall not exceed fifteen percent (15%) of the established premium amount for COBRA contributions.

Section 23.2 Life Insurance and Death and Dismemberment Insurance. All full-time Members shall be entitled to group term life and accidental death and dismemberment insurance coverage. The City shall provide term life and accidental death coverage in the amount equal to one and one-half (1.5) times the Member's annual base wages, rounded up to the nearest thousand dollars. The maximum coverage shall be one hundred fifty thousand dollars (\$150,000).

ARTICLE 24

DURATION / SUCCESSOR AGREEMENT

Section 24.1 Duration. This Agreement shall be effective May 15, 2012 and shall continue in full force and effect until midnight on December 31, 2014. This Agreement shall automatically renew for successive one-year terms unless a party to the Agreement provides written notice as provided in Section 24.2 below.

Section 24.2 Successor Negotiations. Unless otherwise provided in this Article, all negotiations for a successor collective bargaining agreement will be conducted in accordance with Chapter 4117 of the Ohio Revised Code. If either party to this Agreement desires to enter into collective bargaining to amend or modify this Agreement or to negotiate new terms for a successor agreement, the party who so desires shall serve written notice of such desire upon the other party not less than sixty (60) days prior to the expiration date of this Agreement.

Section 24.3 Mutually Agreed Dispute Resolution. If the publication of findings and recommendations by a fact-finder in accordance with Ohio Revised Code 4117.14 does not result in an agreement, all issues remaining in dispute between the parties shall be resolved by utilizing the following dispute resolution procedure in lieu of the provisions in Ohio Revised Code Section 4117.14 for conciliation:

- A. **Arbitration.** Either party may provide written notice to the other party and the State Employment Relations Board that such party desires binding arbitration to resolve the open issues. Thereafter, the parties shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Each party must provide to the other its last offer on all open issues at least fourteen (14) calendar days prior to any arbitration hearing. Mediation may continue pending the arbitration hearing.
- B. **Citizen's Conciliation Council.** The arbitration shall be conducted by a three (3) Member Citizen's Conciliation Council (the "CCC"). The City and the Lodge shall each select one member, who shall mutually select the third member who shall also be the CCC Chairperson. In the event that the Members of the CCC selected by the parties are unable to mutually agree upon the third Member, the parties shall request that the State Employment Relations Board provide a panel of five (5) conciliators from its list of conciliators. The parties shall then choose a conciliator by alternately striking names from the list until such time as one (1) name remains as the conciliator chosen by the parties. The party having the first strike of a conciliator shall be determined by a coin toss. The conciliator selected by the members of the CCC selected by the parties or by the striking of names from the State Employment Relations Board panel shall serve as the third member and Chairperson of the CCC.
- C. **Arbitrator Qualifications.** The members of the CCC selected by the parties shall consist solely of residents and electors of the City of New Albany. The members selected cannot be employed by or have an immediate family member employed by the City or by the Lodge or be a Member of a bargaining unit represented by the Lodge.

D. Arbitration Guidelines. The following guidelines shall apply to final offer settlement arbitration proceedings under this Article.

1. The City and the Lodge shall submit to arbitration by the CCC those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Lodge.
2. The City and the Lodge, in conjunction with the CCC, shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the CCC. Not later than five (5) business days before the arbitration hearing, each of the parties shall submit to the CCC and the other party a written report summarizing the unresolved issues, each party's final offer as to the issues, and the rationale and arguments in support of their positions.
3. At the arbitration hearing, the CCC, at the request of either the City or the Lodge, or on its own initiative, shall hear testimony from the parties and accept other evidence relevant to the issues in dispute. The CCC shall have the authority to issue subpoenas and administer oaths, pursuant to Revised Code Chapter 2711. Such hearing, upon the agreement of the parties or by order of the CCC, may be audio recorded or stenographically recorded. Without such agreement or order, such hearing may be audio recorded or stenographically recorded at a party's own cost.
4. After the hearing, the CCC shall, as expeditiously as practicable, resolve the dispute between the City and the Lodge by selecting, on an issue-by-issue basis, from between each party's final offers on those issues in dispute, taking into consideration the following items (not in any particular order):
 - a. Past Agreements between the parties;
 - b. Comparison of the issues submitted to final offer settlement and each party's final offer as to each issue with respect to wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size in Central Ohio communities of similar size;
 - c. The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, the comparison of the issues submitted to final offer settlement with respect to similar matters affecting employees of the City who are not covered by the terms of this Agreement, and the effect of the adjustments on the normal standards of public service;
 - d. The lawful authority of the City;
 - e. The stipulation of the parties;
 - f. Such other factors as may be relevant to the decision of the CCC.

The determination of all issues shall require the majority vote of the CCC. The CCC shall make written findings of fact and shall issue a written opinion and order upon the issues presented to it, and upon the record made before it and shall mail or otherwise deliver a true copy thereof to the City and the Lodge.

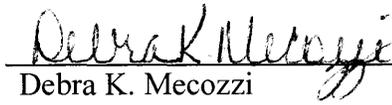
- E. Effective Date. Increases in rates of compensation and other matters with cost implications awarded by the CCC shall be effective when determined by the CCC but in no event earlier than the fiscal year next commencing after the date of the CCC's decision. The parties may, at any time, amend or modify the CCC award or order by mutual agreement or agree that the CCC can award retroactive compensation and other matters with cost implications to some other date.
- F. Agreement Continues. The parties shall continue in full force and effect all of the terms and conditions of this Agreement until a new Agreement has been reached or the final decision of the CCC has been issued and incorporated into a new Agreement, whichever occurs first. The decision of the CCC, in accordance with Section 4117.14(I), of the Ohio Revised Code, is final and will be binding upon the parties. The City and the Lodge shall take whatever actions are necessary to implement the decision of the CCC in the shortest practicable period of time.
- G. State Law. The award of the CCC made under this Agreement is subject to Chapter 2711 of the Ohio Revised Code.
- H. Costs. Each Member of the CCC shall be compensated at no more than Five Hundred Dollars (\$500) per day and the parties shall bear equally the cost of the arbitrators, arbitration procedure and any costs for the court reporter. The Five Hundred Dollar per day maximum shall not apply to a conciliator selected from a State Employment Relations Board panel pursuant to Section 24.3(B), above.

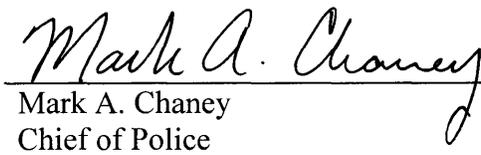
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WHEREFORE, this Agreement is hereby executed by Representatives of the Parties this 31st day of May, 2012.

For the City:


Joseph Stefanov
City Manager

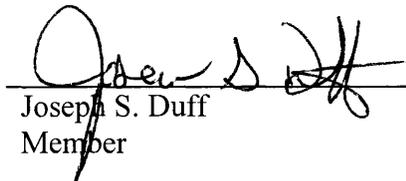

Debra K. Mecozzi
Deputy City Manager


Mark A. Chaney
Chief of Police

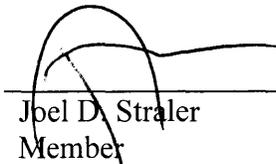
James M. Nicholson
Finance Director


Paul L. Bittner
Counsel for the City

For the Lodge:

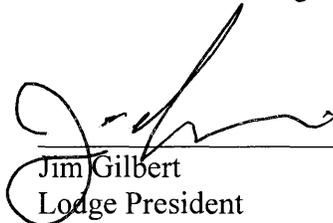

Joseph S. Duff
Member


Leland M.A. Kelly
Member


Joel D. Straler
Member


Jason Pappas
Lodge Representative


Russell E. Carnahan
Counsel for the Lodge


Jim Gilbert
Lodge President