



COLLECTIVE BARGAINING AGREEMENT

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K32698

BETWEEN THE

COLUMBUS REGIONAL AIRPORT AUTHORITY

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective from

April 1, 2015

Through

March 31, 2018

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ARTICLE 1 - PURPOSE

Section 1.1 Agreement This Agreement is made between the Columbus Regional Airport Authority herein after referred to as the "Authority" and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA" or the "Association." The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.

Section 1.2 Purpose The Purpose of this Contract is to promote cooperation and orderly, constructive, and harmonious relations between the Authority, its employees, and the OPBA.

Section 1.3 Legal References This Agreement shall be subject to all applicable law(s). In the event the Authority or OPBA is a party to a proceeding (to which the other is not a party) before any tribunal of competent jurisdiction which interprets, invalidates, restrains, or applies to a set of facts (individually and collectively referred to hereinafter as "determination") any provisions of this Agreement, such party shall serve on the other party a copy of such determination within seven (7) days of receipt of said determination. Should any part of this Agreement be invalidated by operation of law by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

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

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

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

The Authority on its behalf hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed or invested in it by the Laws and Constitution of the State of

Ohio, the United States of America or any local governmental subdivision. The exercise of any such right, power, authority, duty or responsibility by the Authority and the adoption of such rules, regulations and policies as it may deem necessary, and as they apply to bargaining unit members represented by the Association, shall be limited only by the terms of this Agreement.

ARTICLE 2 - NO STRIKE, NO LOCKOUT

Section 2.1 No Strikes/No Lockout The OPBA agrees that there shall be no strikes, slow downs, or work stoppages called for any cause or for any purpose whatsoever. The Authority agrees that there shall be no lockout of the bargaining unit members for any cause or purpose whatsoever. In the event a member of the bargaining unit engages in any strike, shut down, stoppage, cessation of work, or interference with the Authority's operations, the OPBA, its officers, committees and other representatives will take every action within their power to bring about an immediate termination of each and all such unauthorized activities.

ARTICLE 3 - ASSOCIATION RECOGNITION

Section 3.1 Recognition

- A. The Authority hereby agrees to recognize the OPBA as the sole and exclusive bargaining agent for all full-time Corporals and Sergeants for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit.
- B. The OPBA recognizes that all other employees of the Columbus Regional Airport Authority are excluded from the bargaining unit.
- C. The OPBA hereby agrees to abide by the procedures and policies as set forth in this Agreement.
- D. The OPBA shall provide to the President & CEO or designee an official roster of its officers and representatives which is to be kept current at all times and to include the following:
 - 1. Name
 - 2. Address
 - 3. Home Telephone Number
 - 4. Division
 - 5. Immediate Superior Officer
 - 6. Association Office Held

ARTICLE 4 - OPBA REPRESENTATION/BULLETIN BOARD

Section 4.1 Bargaining Unit Member Representatives The Authority agrees to recognize one (1) bargaining unit member as Grievance Chairman and one (1) alternate for the purpose of processing grievances and representing members pursuant to the provisions of this Agreement. The Association will notify the Director of Public Safety and the Vice President of Human Resource & Strategy, or designee, in writing of the names of the members and of any changes that may occur. Except as specifically set forth in this Agreement, the bargaining unit member representative may not conduct Association business during his/her work hours.

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

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

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

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

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

Section 4.3 Negotiations If negotiations are scheduled on the shift of one member of the Association negotiating committee, the Authority will allow the release of the member for the

period of the negotiation sessions subject to being on-call and provided the release of the member does not result in overtime to cover the release.

Section 4.4 Bulletin Board The OPBA shall be permitted to maintain the current bulletin board in an agreed upon area. No material may be posted on the OPBA bulletin board that contains the following:

- A. Personal comments or attacks upon any person or entity or Authority employee, or any unprofessional material;
- B. Derogatory attacks upon the administration or any Authority official, contractor, or employee;
- C. Attacks or comments regarding any other employee organization including any organization or contractor performing work on behalf of the Authority; or
- D. Material or comments regarding public office holders, candidates for public office, any campaign materials, or partisan or nonpartisan political announcements, posters, stickers, buttons, or related material.

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

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 General Rights and Responsibilities Except to the extent modified by the provisions of this Agreement, the Authority reserves and retains solely and exclusively all of its legal rights to manage the operations of the Columbus Regional Airport Authority as such rights existed prior to the execution of this Agreement with the Association. The rights of the Authority shall include, but shall not be limited to the right to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures governing the conduct of the Authority, its employees and its service to the persons using the facilities and services of the Authority, consistent with the provisions of this Agreement.

Section 5.2 Management Responsibilities Except as expressly limited by the terms and conditions set forth in this Agreement, the Authority's exclusive rights shall include, but not be limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Authority,

standards of services, its overall budget, utilization of technology, and organizational structure;

- B. Manage and direct its employees, including the right to select, hire, promote, supervise, evaluate, retain, layoff and recall or to discipline for just cause to maintain order among employees; and to assign such work to such employees in accordance with the requirements determined by the Authority;
- C. Maintain and improve the efficiency and effectiveness of the Authority's operations;
- D. Determine the overall methods, process, means or personnel by which public safety operations are to be conducted;
- E. Manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- F. Suspend, discipline, demote or discharge for cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;
- G. Determine the size, composition and adequacy of the work force, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- H. Determine the overall mission of the Authority;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the Authority;
- K. Determine, and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any locations and number of employees;
- L. Establish the hours of work, and to determine the necessity for overtime and the amount required thereof;
- M. Promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
- N. Maintain the security of records and other pertinent information;
- O. Determine and implement necessary actions in emergency situations;

- P. Determine when a job vacancy exists, the duties and qualifications to be included in all job classifications;
- Q. Determine the Authority's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes, and
- R. Manage and maintain Authority facilities including, but not limited to, grounds, roadways, buildings and other property owned and/or operated by the Authority.

ARTICLE 6 - OPBA SECURITY

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

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

Section 6.2 Fair Share Fee Bargaining unit members who are not members of the OPBA shall, as a condition of employment, pay to the OPBA a fair share fee. The amount of the fair share fee shall be determined by the OPBA, but shall not exceed dues paid by members of the OPBA who are in the bargaining unit. Such fair share fee shall be certified by the OPBA to the Authority prior to and at such time during the term of this Contract, provided that the Authority receives thirty (30) days' notice of any change in the fair share fee amount. Such payment shall be subject to meeting all requirements of state and federal law.

Such fair share fee shall be automatically deducted by the Authority from the payroll check of each bargaining unit member who is not a member of the OPBA. The automatic deduction shall be made in the first pay period of each month. The Authority agrees to furnish the Financial Secretary of the OPBA once each calendar month, a warrant separate from dues deduction, in the

aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit member(s) from whom said deductions are made.

The automatic deduction shall be initiated by the Authority whenever a bargaining unit member, who is not a member of the OPBA, has been or is appointed as a police corporal or sergeant. Any challenge initiated by a fair share fee payer(s) concerning the amount of the fair share fee and/or the responsibilities of the OPBA with respect to the fair share fee payers shall not be subject to grievance and arbitration procedures.

ARTICLE 7 - EMPLOYEE ASSISTANCE PROGRAM

Section 7.1 Employee Assistance Program The Authority and the OPBA recognize the significance of employees' personal problems and the effect those problems may have on personal well-being and productivity. The Authority and the OPBA agree to utilize the Authority's Employee Assistance Program, as provided by the employer, to refer employees with potential problems to the appropriate assistance program. Professional assistance should be encouraged and sought by employees with problems related to stress, substance abuse, mental or emotional illness, finances, legal issues or family crisis; however, employee participation shall be strictly voluntary.

Employees participating in this program should be made aware that treatment records may be maintained by the treating facility and such records shall remain confidential to the extent allowed by law. All employees receiving treatment shall remain on and in pay status. Such pay status shall be equivalent to the vested accumulation of vacation, compensatory time, and sick leave credits of the effected employee. Upon exhausting of these benefits, the Authority may, at its option, advance sick leave through a payback arrangement. The Authority shall pay all costs associated with the program. Should termination occur, sick days borrowed shall be repaid from wages and benefits due at the time of termination.

ARTICLE 8 - SENIORITY AND SERVICE CREDIT

Section 8.1 Definition "Rank Seniority" shall be defined as the continuous uninterrupted length of employment in the rank of corporal or sergeant with the Columbus Regional Airport Authority since the member's date of appointment to the rank of corporal or sergeant.

"Service" is defined as a bargaining unit member's uninterrupted length of service in the employ of either the Columbus Regional Airport Authority, in any capacity, or, at the discretion of the Vice President of Human Resources & Strategy, or designee, prior employment in another government agency or jurisdiction as a state certified police officer. Service is used to establish, where indicated, the rate at which a bargaining unit member accrues vacation and, where specified, other monetary benefits.

- A. The following conditions are periods during which Rank Seniority or service do not accrue:
1. Absence while on approved unpaid leave of absence;
 2. A layoff of two (2) years duration or less; and
 3. Disciplinary suspension.
- B. Rank Seniority is broken under the following circumstances.
1. Discharge or removal or demotion;
 2. Retirement;
 3. Layoff for more than two (2) years;
 4. Failure to return to work within thirty (30) calendar days of a recall from layoff;
 5. Failure to return to work at the expiration of approved leave of absence; and
 6. Resignation
- C. While on unpaid leave of absence due to work related illness or injury, and/or any illness or injury covered by the Family and Medical Leave Act, Rank Seniority and Service shall continue to accrue.

Section 8.2 Lists The Authority shall maintain current Rank Seniority and service lists setting forth the Rank Seniority and service dates for all members in the bargaining unit, such lists becoming effective on or after the date of execution of this Agreement. (The criteria for determining the bargaining unit member with more Rank Seniority among two (2) or more bargaining unit members appointed to the rank of corporal or sergeant on the same date shall be the bargaining unit members' respective position on the eligibility list with the bargaining unit member with the higher position on the list being considered to have greater Rank Seniority.) This list shall resolve all questions of Rank Seniority affecting bargaining unit members covered under this Agreement. Disputes as to Rank Seniority listing shall be resolved through the grievance procedure and must be presented by the Association or the bargaining unit member within the time limits set forth in that procedure.

Section 8.3 Probationary Employees New or probationary members do not accumulate Rank Seniority or service during the probationary period except in relation to other probationary members. Upon successful completion of the probationary period, the member will be credited with Rank Seniority retroactive to his/her date of hire/promotion. A newly hired member will be credited with service credit retroactive to his/her date of hire in addition to prior service as defined above. A newly hired or promoted corporal or sergeant shall serve a probationary period of six (6) months which may be extended for an additional six (6) months by the Director of Public Safety. In the event of a probationary period extension of a newly hired or promoted corporal or sergeant, notice of said extension shall be provided to the member in writing along with specific reasons for the extension no later than fourteen (14) calendar days prior to the end of the first probationary period. A member may be removed without a showing of cause during the probationary period.

ARTICLE 9 - WORK RULES AND DIRECTIVES

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

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

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

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

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

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

ARTICLE 10 - UNIFORMS AND EQUIPMENT

Section 10.1 New Employees The Authority shall provide uniforms subject to the Division rules and regulations. Bargaining unit members who sever employment shall return all uniform parts and equipment purchased or provided to them.

Section 10.2 Maintenance of Uniforms It shall be the responsibility of the bargaining unit member to maintain, in good working order, all uniform items and equipment and to be in

proper uniform at all times when on duty or as otherwise required by the Director of Public Safety, or designee. Uniforms shall be worn and maintained according to the standards established by the Director of Public Safety and according to the Division rules and regulations subject to discipline.

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

Section 10.3 Dry Cleaning The Authority shall continue to provide and pay for the cleaning of members' uniforms for the duration of the collective bargaining agreement.

Section 10.4 Plain Clothes/Dry Cleaning Allowance The Authority shall provide an annual allowance of \$400.00, to those members working in a position designated by the Director of Public Safety as appropriate for plain clothes. Such designation may change as the Director sees fit. The allowance, for plain clothes and dry cleaning, shall be payable in equal installments on a quarterly basis with the member's first paycheck in each quarter of the year. Plain clothes utilized by members for work shall not be eligible for dry cleaning by the Authority.

ARTICLE 11 - JOB ASSIGNMENTS

Section 11.1 Filling of Patrol Assignments

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

Bidding shall be by Rank Seniority within each rank as defined in Section 8.1 of the Agreement, beginning with the most senior member within each rank and ending with the least senior member. There must be at least one Corporal on each shift and a Corporal may not select any of the same days off as a Sergeant. Sergeant's and Corporal's days off shall be included in the posting.

Bidding will be accomplished within a ten (10) day posting period, with annual new shift assignments to be effective for a one (1) year period beginning in the first full pay period of January. In the event of a restructuring, assignments shall be made as soon as possible after bidding is accomplished.

- B. **Interim Bidding.** Should a vacancy occur during the year, the vacancy will be posted for a five (5) day period and shall be filled by a member in the same rank by bidding based upon Rank Seniority as defined in Section 8.1 of the Agreement. The most senior member who bids on the vacancy shall receive the assignment. Should no member bid on the vacancy, the Director may appoint the least senior member of the unit to fill the vacancy. Any resulting vacancy as a result of interim bidding shall be bid in the same manner.

Section 11.2 Filling of Non-Patrol Assignments Whenever a vacancy occurs in a non-patrol assignment, the Director shall post a Job Assignment opening for ten (10) days and shall allow any interested member to apply within the posting period. The Director shall provide notice on the job posting as to any specialized training and/or technical skills that will be required for the assignment once the assignment is made. In filling the job assignment, the Director shall give consideration to all applicants who apply. The criteria for selection shall include, but not be limited to, ability, work performance, and seniority based upon time in rank. Members agree to remain in the non-patrol assignment for the term listed in the posting

Section 11.3 Reassignment/Transfer It is understood that the Director retains the right to reassign or transfer a member to ensure the needs, interests, and effective operation of the Police Department or to ensure the safety of a member or the public. Prior to such reassignment or transfer, the Director will meet with the member and an Association Representative to apprise the member of the reason(s) for the planned reassignment or transfer and to receive input from the member and the Association. Should the reassignment or transfer be grieved, the grievant bears the burden of showing that the reassignment or transfer violates the Agreement.

ARTICLE 12 - HOURS OF WORK/OVERTIME/COMPENSATORY TIME

Section 12.1 Purpose This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Authority from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of bargaining unit members. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

A workday shall normally consist of either eight (8) or ten (10) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts, days off or other operational needs, a workweek shall normally consist of either five (5) workdays followed by two (2) consecutive days off during a seven-day period or four (4) workdays followed by three (3) consecutive days off during a seven-day period.

Section 12.2 Work and Payroll Period The work period shall be a fourteen (14) calendar day period. The payroll period begins at 12:01 a.m. Sunday and ends at 12:00 a.m. (midnight) Saturday.

Section 12.3 Overtime

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

1. For work in excess of eight (8) hours in paid status per day or forty (40) hours in the work week, members shall receive one and one-half (1½) times the member's regular straight time rate of pay, including shift differential. Overtime pay shall be included in the next regular pay check for the pay period during which it was earned. A member may substitute time off, hour-for-hour, within the same payroll period, for work in excess of eight (8) hours per day if mutually agreed upon by the member and his/her supervisor.
2. For work performed on the first day off, members will be paid one and one-half (1½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
3. For work performed on the second day off (a) members who volunteer for work will be paid one and one-half (1½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status; and (b) members who are ordered to report to work will be paid two (2) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
4. In the event a schedule is modified for training, the member and the Authority will designate the second day off in advance.

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

1. For work in excess of ten (10) hours in paid status per day or forty (40) hours in the work week, members shall receive one and one-half (1½) times the member's regular straight time rate of pay, including shift differential. Overtime pay shall be included in the next regular pay check for the pay period during which it was earned. A member may substitute time off, hour-for-hour, within the same payroll period, for work in excess of ten (10) hours per day if mutually agreed upon by the member and his/her supervisor.
2. For work performed on the first and second day off, members will be paid one and one-half (1½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.

3. For work performed on the third day off: (a) members who volunteer for work will be paid one and one-half (1½) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status; and (b) members who are ordered to report to work will be paid two (2) times the member's regular straight time rate, including shift differential, provided the member has accumulated forty (40) straight time hours in paid status.
 4. In the event a schedule is modified for training, the member and the Authority will designate the third day off in advance.
- C. For purposes of this Article, hours in paid status shall include hours of actual work, and time spent on paid leave. Overtime, in order to be compensated under this Article, must have prior approval of the Director of Public Safety or designee.

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

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

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

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

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

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

Section 12.7 Compensatory Time

- A. Compensatory time is time earned on a premium basis. The amount of compensatory time earned is calculated by multiplying the number of hours actually worked on an authorized premium basis by one and one-half (1½) when time and one-half is applicable or by two (2) when double time is applicable. The compensatory time account balances shall be maintained in units of hours.
- B. Eligibility. A compensatory time account may be established for full-time members. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The member may, at his/her option, receive either cash payment or compensatory time for time worked on a premium basis.
- C. The following conditions shall govern the use of compensatory time:
1. Compensatory time, upon request by the member, may be taken by the member at such time or times as may be approved by the President & CEO or designee. Utilization of compensatory time may not be denied unless its use would unduly disrupt the operations of the department.
 2. A member, who is about to be separated from Authority service for any reason and who has an unused compensatory time account balance to his/her credit, shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the member's regular hourly straight time wage rate by the number of hours in his/her compensatory time account upon separation.
 3. Members may accumulate up to one hundred (100) hours of compensatory time. Members with regularly scheduled work week consisting of five (5), eight (8) hour work days may be permitted to use forty-eight (48) hours of compensatory leave days per contract year. Members may be permitted to use more than forty-eight (48) hours of compensatory leave if approval is received from the member's immediate supervisor, provided such approval does not result in additional costs to the Authority. Permission shall not be unreasonably withheld and shall be applied equally to all members. In the final pay period of each year, the member shall have his compensatory leave bank brought down to no more than forty-eight (48) hours of compensatory leave time. Compensatory leave amounts shall be paid at the earliest time permitted under the PERS statutes. All hours deducted from the member's bank will be paid at the member's appropriate rate of pay at the time the compensatory time was earned. A member may reduce his/her compensatory leave bank to zero (0) hours if the member so desires.
 4. Members may accumulate up to one hundred (100) hours of compensatory time, Members with a regularly scheduled work week consisting of four (4), ten (10)

hour days shall be permitted to use fifty (50) hours of compensatory leave per contract year. Members may be permitted to use more than fifty (50) hours of compensatory leave if approval is received from the member's immediate supervisor, provided such approval does not result in additional costs to the Authority. Permission shall not be unreasonably withheld and shall be applied equally to all members. In the final pay period of each year, the member shall have his/her compensatory leave bank brought down to no more than fifty (50) hours of compensatory leave. Compensatory leave amounts shall be paid at the earliest time permitted under the PERS statutes. All hours deducted from the member's bank will be paid at the member's appropriate rate of pay at the time the compensatory time was earned. A member may reduce his/her compensatory leave bank to zero (0) hours if the member so desires.

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

ARTICLE 13 - LAYOFF AND RECALL

Section 13.1 General The Authority may layoff members or abolish positions in the bargaining unit as a result of lack of funds or work, reorganization, or for efficient operations. In case any layoff of members is anticipated, the Authority shall notify the Association and affected members of the impending layoff at least thirty (30) days prior to the date of layoff. In the event of a layoff situation, members will be laid off in accordance with their rank seniority as defined in Article 8.

In the event of a reduction in force, non-bargaining unit employees from higher ranks in the Police Department may not displace bargaining unit members.

Section 13.2 Recall Recall from layoff will be made in reverse order of layoff. Members retain recall rights for two (2) calendar years. Notice of recall from layoff shall be sent to the member by certified or registered mail to the member's last known address, with a copy to the Association. Each member is responsible for notifying the Authority of any change of address during the lay off period. The member recalled from layoff shall have thirty (30) calendar days following the date of receipt of the recall notice, or longer period if mutually agreed, to either report for duty as scheduled or notify the Authority of his/her intention to resign employment.

Section 13.3 Appeal of Layoff Appeals of layoffs may be pursued only through the grievance and arbitration procedure contained in this Agreement.

ARTICLE 14 - TRAINING

Section 14.1 Voluntary Training The Authority may make available voluntary training related to

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

Section 14.2 Required Training Any required training shall be considered as hours worked.

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

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

C. The Authority may change the member's shift/days off to avoid payment of overtime.

Section 14.3 Travel Time

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

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

ARTICLE 15 - INTERNAL INVESTIGATION AND DISCIPLINE

Section 15.1 Notice to Members Any time an inquiry concerning a member occurs and the

Authority believes that disciplinary action will or may result, the member will be notified when he/she is first questioned that a disciplinary result is possible. When the member is first officially notified of the investigation, and prior to questioning, he/she shall be given a general summary of the allegations of the complaint/administrative investigation known at that time. The member shall be furnished with the citizen complaint or written summary of the allegation as it is known at that time. The written summary shall be clear, specific, and without ambiguity.

Section 15.2 Member Responsibility and Representation A member is required to truthfully and completely answer all questions in an investigation. Witness members have a responsibility as law enforcement officers to provide any information which may be relevant and report conduct which violates rules or standards of conduct.

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

If a member desires, he/she shall be given a reasonable opportunity to consult with an Association representative before being required to answer questions. The member may, upon request, be accompanied by an Association representative during investigatory interviews. However, the investigatory interview will not be delayed pending the availability of a specific representative. The Association representative will not interfere with the interview.

Section 15.3 Complaints Reasonably in advance of an investigation interview, written notification giving a general summary of the allegations made against a member and known at that time will be given to the member. In addition, the member will be notified at that time whether the investigation is criminal or disciplinary in nature.

Section 15.4 Interviews Any questioning or interviewing of a member will be conducted at hours reasonably related to his/her shift, preferably during or immediately before or after the shift. Questioning or interview sessions shall be for reasonable periods of time and time shall be allowed for rest periods and to attend to physical needs. If the investigation is criminal in nature, the member will be informed of his/her constitutional rights in accordance with law. If, during the course of questioning, it becomes apparent to the investigator that the member has become a criminal suspect, the member shall be informed of his/her constitutional rights in accordance with law.

Section 15.5 Recording The interview shall be taped by the Authority. A copy of the tape or a transcript thereof will be made available to the member, upon request, at no expense.

Section 15.6 Notification Regarding Determination A member under investigation shall be informed of the determination at the conclusion of the investigation. Where practicable, such notice shall be given to the member prior to any public or media release as to the determination.

Section 15.7 For Cause No bargaining unit member having completed his/her probationary

period shall be disciplined or discharged except for cause. During the initial probationary period a member may be removed without a showing of cause.

Section 15.8 Pre-disciplinary Process Before any member is suspended or discharged from employment, the member shall have the opportunity to have a pre-disciplinary conference with the Director of Public Safety, or designee, for the purpose of receiving, from the Authority, the reason for the proposed suspension or discharge, and to explain to the Authority his/her version of the facts giving rise to the proposed discipline.

The Director of Public Safety, or designee, will provide the bargaining unit member with at least twenty-four (24) hours' notice in advance of the conference. The notice will contain the date and time of the conference, the charges to be addressed and a summary of the documentation on which the charges are based. The member may have an Association representative at the conference. Reasonable extension of time will be afforded to the Association to allow the Association Representative the opportunity to adequately prepare for the conference.

The Director of Public Safety may make fact witnesses available for the conference. The Director has the sole discretion to include or exclude witnesses. The conference shall be taped or transcribed in accordance with Section 15.5, above.

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

Section 15.9 Form of Discipline The following disciplinary action may be taken by the Authority: (a) documented warning; (b) written reprimand; (c) suspension without pay; (d) discharge from employment; (e) working suspension; (f) forfeiture of paid leave; and (g) reduction in pay or rank.

A notice of counseling is not considered discipline.

Section 15.10 Progressive Discipline Except in situations warranting more severe discipline, to be determined by the Director of Public Safety, the Authority shall discipline members in accordance with the principle of progressive discipline. The level of discipline will be commensurate with the offense and may commence at more severe discipline up to and including discharge.

ARTICLE 16 - PERSONNEL RECORDS

Section 16.1 Availability of Records Members are permitted to review their personnel files within a reasonable time upon request to the Vice President of Human Resources & Strategy, or designee, and in accordance with the policies and procedures established by the Human Resources Department. The member will be notified when the Authority receives a request pursuant to law to review the member's personnel file. The member will have the opportunity to raise objections to the individual's request to review the file.

Section 16.2 Responses by Members If, upon examining his/her personnel file, any member wishes to attach a response or addendum to any disciplinary documentation or performance evaluation, he/she may do so. All such responses or addenda will be dated and signed by the member.

Section 16.3 Placing Documentation in Personnel Files The Authority shall place documents in a member's personnel file in accordance with law and Authority policies and procedures. When the document provides a record of employee training, performance evaluation, or disciplinary action, the member will also be provided with a copy at no cost. Members may be required to sign such documents or otherwise acknowledge receipt of those documents.

Section 16.4 Force and Effect of Prior Disciplinary Action Documented warnings will no longer have any force or effect for purposes of determining progressive discipline six (6) months after issuance, provided there has been no intervening disciplinary action during the six (6) month period. Reprimands will no longer have any force or effect for purposes of determining progressive discipline one (1) year after issuance, provided there has been no intervening disciplinary action of a reprimand or greater during the one (1) year period. Documents will be purged at the member's request as permitted by law.

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 17.1 General Definitions

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

Section 17.2 General Provisions All grievances shall include:

- A. Grievant's name and signature;

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

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

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

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

Section 17.3 Time Limits It is the intention of the Authority and the Association that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful response at each step, however, designated representatives of the Association and the Authority may mutually agree, in writing, at any step, to an extension of time for any response or appeal. Any step in the Grievance Procedure may be skipped on any grievance by mutual, written, consent. In the absence of such mutual agreements a grievance, which is not timely presented at the initial step of the procedure, will not be considered a grievance and need not be heard by the Authority. If the Association or the aggrieved member fail to timely advance a grievance to the next step in the procedure, the grievance is considered settled in accordance with the Authority's most recent response. If the Authority fails to timely respond to a grievance the Association may advance the grievance to the next step in the procedure. Extensions shall not be unreasonably withheld.

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

Step 1 Immediate Superior Officer A member who believes that he/she has a grievance may bring such matter to the attention of his/her immediate Superior Officer, in writing, within ten

(10) days after the events giving rise to the grievance occurred.

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

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

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

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

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

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

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

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

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

Section 17.7 Release For Attendance The Grievant, Grievance Chairman and any member

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

Section 17.8 Pre-arbitration Meeting Either party may request, in writing, a pre-arbitration meeting. The purpose of the meeting is to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. A meeting may be requested at least thirty (30) calendar days after the appeal to arbitration. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the pre-arbitration meeting.

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

ARTICLE 18 - SPECIAL LEAVE WITH PAY

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

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

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

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

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

Section 18.4 Military Leave

- A. Pursuant to O.R.C. 5923.05, all members who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of The United States, are entitled to leave of absence from their respective duties, and to their regular rate of pay and their military pay, during field training or active duty periods for periods not to exceed a total of twenty-two (22), eight (8) hour days in one (1) calendar year. The maximum number of hours for which payment will be received in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members are required to submit to the Vice President of Human Resources & Strategy, or designee, an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.
- B. The Authority agrees to comply with state and federal laws regarding military leave.

ARTICLE 19 - LABOR MANAGEMENT MEETINGS

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

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

ARTICLE 20 – MISCELLANEOUS

Section 20.1 Safety

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

Section 20.2 Agreement Copies The Authority agrees to equally share the cost of printing the Agreement with the OPBA.

Section 20.3 Mileage Reimbursement Mileage reimbursement shall be in accordance with the uniform policy applicable to all Authority employees.

Section 20.4 Weapons Off Duty The Authority neither encourages nor discourages the carrying of weapons off duty, but relies solely on the provisions of the Ohio Revised Code, to govern officers' decisions in this regard. Officers, in active service, and not on suspension, are permitted to carry department issued badges/shields and ID while off duty.

Section 20.5 Promotions All employees in the bargaining unit shall be eligible to compete in an open competitive examination process for promotion to positions in any higher rank in the Police Division. The Employer reserves its right to permit other qualified non-bargaining unit individuals to compete in the open competitive examination process.

Section 20.6 Contracting Out The Authority agrees not to contract out or civilianize any law enforcement duties, unless such matters are first discussed in good faith with the OPBA at the Labor Relations Committee Meetings.

Section 20.7 Drug Testing Drug testing shall be in accordance with the uniform policy applicable to all Authority employees.

Section 20.8 Record of Accumulated Leave Time Employees shall be provided with a record of accumulated earned vacation, sick leave and compensatory time on a bi-weekly basis. Upon request, the Authority shall provide members with a written record of their balance of sick leave that was transferred from other governmental units.

Section 20.9 Sale of Duty Weapon at Retirement A member who retires from active duty, honorably and in good standing into the applicable retirement system, without any current or prior psychological, or psychiatric related conditions that have not been fully resolved to the Authority's satisfaction, may purchase his/her service handgun from the Authority and shall be entitled to receive a badge signifying the member's retired status. The cost of the service handgun shall be \$1.00.

ARTICLE 21 - HOLIDAYS

Section 21.1 Holidays Observed/Floating Holiday The holidays observed by the Authority and for which employees are to be compensated shall be as follows:

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

Floating Holiday - Each employee shall be entitled to one (1) floating holiday per payroll year. All floating holidays shall be taken at such time as approved by the Authority. Floating holiday leave requests must be submitted to your Superior Officer in the same manner as vacation leave requests. Floating holiday leave preference shall be governed by rank seniority after operational needs are met. A floating holiday that has been requested in the same manner as a vacation leave request will not be denied even if overtime is incurred by the Authority. Floating holiday leave requests will not arbitrarily be denied. Members shall make a good faith effort to schedule and take their floating holiday prior to the December cut-off date. A floating holiday that has not been taken prior to the December cut-off date shall be paid out to the member at his/her regular rate of pay.

Section 21.2 Holiday Pay

A. **Members with a Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days.** When a designated holiday falls on the first day of an employee's regularly scheduled days off, it shall be observed on the previous workday. When a designated holiday falls on the second day of an employee's regularly scheduled days off, it shall be observed on the following workday, except that at the time of a shift change which necessitates more than a two (2) day weekend, a designated holiday which falls on either of the first two (2) days shall be observed on the last

previous workday, and a designated holiday which falls on any other day of such weekend shall be observed on the next subsequent workday.

B. Members with a Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days. When a designated holiday falls on either of the first two (2) days of an employee's regularly scheduled days off, it shall be observed on the last previous workday. When a designated holiday falls on the third day of an employee's regularly scheduled days off, it shall be observed on the following workday, except that at the time of the shift change which necessitates more than a three (3) day weekend, a designated holiday which falls on either of the first two (2) days shall be observed on the last previous workday, and a designated holiday which falls on any other day of such weekend shall be observed on the next subsequent workday.

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

Section 21.4 Rate of Pay

A. Members with a Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days. When an employee works on a designated holiday he/she shall be paid at the rate of time and one-half (1½) for all hours worked in addition to his/her regular eight (8) hour holiday pay.

B. Members with a Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days. When an employee works on a designated holiday he/she shall be paid at the rate of time and one-half (1½) for all hours worked in addition to his/her regular ten (10) hour holiday pay.

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

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

ARTICLE 22 - VACATION LEAVE

Section 22.1 Vacation Year The vacation year shall end at the close of business on the last day of the last pay period paid in the month of December.

Section 22.2 Vacation Accrual Members shall earn vacation in accordance with the schedule below. For purposes of this Article, service shall be as defined in Article 8 of this Agreement. No vacation leave may be granted until the employee has accrued one (1) year of continuous active Authority service at the rate of vacation accrual appropriate for that employee. The vacation accrual schedule shall be as follows:

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

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

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

Section 22.3 Vacation Balances At the end of the last pay period in the vacation year, employees may be paid for any vacation balances in excess of the maximums fixed by this Article, upon certification by the Director of Public Safety to the Chief Financial Officer, that due to emergency work requirements, it is not in the best interests of the Authority to permit the employee to take vacation leave, which would otherwise be forfeited as provided in this Article.

Section 22.4 Vacation Credit Shall Not Accrue

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

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

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

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

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

Section 22.8 Leave Increments

A. Vacation leave may be taken in increments as small as one-half (½) hour.

B. **Members with a Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days.** Any member who requests and is granted a vacation day for a day on which he/she is scheduled to work an eight (8) hour shift shall be charged eight (8) hours of vacation leave. For vacation leave of less than one (1) full, eight (8) hour work day, a member shall be charged in increments of not less than one-half (½) hour.

C. **Members with a Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days.** Any member who requests and is granted a vacation day for a day on which he/she is scheduled to work a ten (10) hours shift shall be charged ten (10) hours of vacation leave. For vacation leave of less than one (1) full, ten (10) hour work day, a member shall be charged in increments of not less than one-half (½) hour.

ARTICLE 23 - SICK LEAVE

Section 23.1 Current Year Sick Leave Accrual

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

Section 23.2 Eligible Uses and Procedures Sick leave may be granted in increments of one (1) hour for each hour, or part thereof, of absence upon approval of the member's supervisor for the following reasons:

- A. Sick leave with pay shall be allowed for members only in the following situations:
1. Illness of, or injury to, the member, whether work or non-work related.
 2. Physical, dental, or mental consultation or treatment of the member by professional medical or dental personnel, whether work or non-work related.

3. Sickness of a spouse, child, stepchild, and upon prior approval of the Authority, a family member who is dependent for his/her health and well being on the member.
 4. Quarantine because of contagious disease. The Authority shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.
 5. Maternity, paternity or adoption leave for a member.
 6. Death of immediate family member for up to five (5) days per instance. For the purposes of this subsection, immediate family member shall be defined as including the member's spouse, child, step-child, brother, sister, parent, step-parent, father- or mother-in-law, son- or daughter-in-law, brother- or sister-in-law, step-sibling, grandparent, grandchild, a legal guardian or other person who stands in the place of a parent.
- B. Any member scheduled to work on a holiday, designated in this Agreement, who reports sick shall be charged the number of hours appropriate for his/her workday for the holiday. When a member is absent due to illness on the regularly scheduled workday before or after a holiday, and the holiday is observed on a regularly scheduled workday, the member shall be charged the number of hours appropriate for his/her workday for the holiday. However, no charge will be made under this Section for sick leave on the holiday when the member has been on sick leave as a result of an extended illness.
- C. In cases of extended illness or suspected abuse, as determined by the Director of Public Safety, or designee, evidence as to the adequacy of the reason(s) for a member's absence may be required to justify sick leave use. For the purpose of this Section, evidence as to the adequacy of the reasons for a member's absence (both for illness of the member, or his immediate family) is defined as a certificate from a medical practitioner stating the nature of the illness and the expected length of absence. Falsification of such certificate shall be grounds for disciplinary action including dismissal.
- D. The Authority will not tolerate and the OPBA will not condone abuse of sick leave. Any use of sick leave for reasons other than the situations listed in Section A, will be considered as sick leave abuse and will subject the member to disciplinary procedures.
- E. A member is encouraged to schedule doctor and/or dental appointments during off-duty hours if possible. When it is necessary to schedule a doctor and/or dental appointment during regular working hours, the member is expected to return to work at the end of the appointment if time permits. For non-emergency appointments, the member will schedule time off for the appointment electronically, either through the Authority's time-keeping system or via an email to the member's immediate supervisor for approval as soon as practical after the appointment is scheduled. The request for time off should list

the time estimated to be needed for the appointment, but will be adjusted after the appointment to reflect actual time taken off.

- F. Individuals using three (3) or more consecutive days of sick leave in a calendar year may be required, upon request by the Authority, to provide documentation signed by the medical provider, that the member or family member received medical treatment during the absence for the illness.
- G. The Authority may require the member to be examined by a licensed physician identified by the Authority for purposes of verification of sick leave use. Failure to submit to the examination shall constitute grounds for disciplinary action.

Section 23.3 Sick Leave Reciprocity

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

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

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

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

The number of reciprocity hours paid each member will be subtracted from his/her total accrued unused sick leave. The remainder of the member's unused sick leave will be carried forward each year as his/her current sick leave account.

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

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

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

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

For any member hired or promoted on or after 1/1/2004, all Authority earned paid leave must be exhausted before sick leave that is credited from another entity can be used.

Effective 5/1/2012, the Authority shall no longer accept or credit certified, unused and unpaid balances of accumulated sick leave earned in service while employed by the State of Ohio or any political subdivision. This provision shall only apply to members hired on or after 5/1/2012.

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

ARTICLE 24 - LEAVE WITHOUT PAY

Section 24.1 General All leave authorized under this Article will not affect anniversary dates for pay increases or seniority; nor will it constitute a break in service for computing service credits. Any disagreement with respect to the President & CEO's decision whether or not to authorize such leave may, at the discretion of the OPBA, be taken to an expedited arbitration.

Section 24.2 Personal Leave Members may be granted personal leave of absence without pay by the President & CEO for good cause, but other employment other than with the Authority will not be considered grounds for such leave. Such leave may not exceed sixty (60) calendar days; however, extensions may be granted if such need arises.

Section 24.3 Educational Leave Members may be granted a leave of absence-without-pay by the President & CEO for educational purposes. Such leave shall initially be limited to sixty (60)

calendar days with possible extensions up to one (1) calendar year, provided such educational pursuits are related to the Authority.

Section 24.4 Association Leave At the request of the OPBA, a leave of absence without pay may be granted to any one member at one time to attend a convention or similar function for a short duration. Members may choose to utilize vacation and compensatory time to cover the wages of the member for the short duration of time not compensated. This subsection is independent and separate of the provisions provided for in Article 4.

ARTICLE 25 - EDUCATIONAL REIMBURSEMENT

The educational reimbursement program shall be administered in accordance with the Columbus Regional Airport Authority's Educational Reimbursement policy.

ARTICLE 26 - WAGES & PENSION PICKUP

Section 26.1 Wages

Sergeant Wages The following hourly wage rates shall be effective on the dates set forth below for all bargaining unit members. After reaching one (1) full year as a sergeant, the member will receive increases per the effective dates listed below.

Effective April 1, 2015 (3%)	Hourly
Initial Rate	\$38.37
After 1 year as Sergeant	\$42.51

Effective during the pay period that includes April 1, 2016 (3%)	Hourly
Initial Rate	\$39.52
After 1 year as Sergeant	\$43.79

Effective during the pay period that includes April 1, 2017 (3%)	Hourly
Initial Rate	\$40.71
After 1 year as Sergeant	\$45.10

Corporal Wages The following hourly wage rates shall be effective on the dates set forth below for all Corporals in the bargaining unit.

Effective Date	Hourly
Effective April 1, 2015 (3%)	\$38.08
Effective during the pay period that includes April 1, 2016 (3%)	\$39.22
Effective during the pay period that includes April 1, 2017 (3%)	\$40.40

Section 26.2 Placement on Wage Scale At the time of employment or promotion, employees shall be placed on the wage scale as determined by the President & CEO or designee. The President & CEO or designee may grant advanced placement on the basis of prior experience and/or training or other recruitment considerations.

Section 26.3 Shift Differential

- A. For any assigned shift with the majority of hours occurring between the hours of 2:00 p.m. and 6:00 a.m. of the following day, members will receive shift differential supplements according to these provisions. Hours worked in what is considered by the Director of Public Safety the afternoon and night shifts will be paid \$.95 per hour. Effective the first pay period following contract execution, Section 26.3 will be enforced as written. Additionally, any member who bids to an assignment with variable hours or a relief shift, where any of their assigned shift(s) result in the majority of the hours worked occurring between 2:00 p.m. and 6:00 a.m. shall receive the shift differential for all hours worked during all of their regularly assigned shifts.
- B. **Members with a Regularly Scheduled Work Week Consisting of Five (5), Eight (8) Hour Days.** Shift differential pay shall only be paid for those actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, vacation leave, or any other forms of leave, paid or unpaid. Shift differential will only be paid for those hours actually worked. Shift differential shall not be added to any overtime hours. Shift differential shall be paid only for those straight pay hours actually worked on afternoon or night shift. Shift differential will be paid only on a bi-weekly basis and will not be cumulative under any circumstances.
- C. **Members with a Regularly Scheduled Work Week Consisting of Four (4), Ten (10) Hour Days.** Shift differential pay shall only be paid for those actual hours worked during a ten (10) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, vacation leave, or any other forms of leave, paid or unpaid. Shift differential will only be paid for those hours actually worked. Shift differential shall not be added to any overtime hours. Shift differential shall be paid only for those straight pay hours actually worked on afternoon or night shift. Shift differential will be paid only on a bi-weekly basis and will not be cumulative under any circumstances.

Section 26.4 PERS Contributions Effective with the pay period that includes April 26, 2015, the Authority shall assume and pay on behalf of those members of the bargaining unit who are employed by the Authority on the contract effective date, in lieu of payment by the member, a maximum of 4% of the member’s earned compensation known as the “employee’s contribution” to the Public Employees Retirement System (“PERS”).

Effective with the pay period that includes April 1, 2016, the Authority shall assume and pay on behalf of those members of the bargaining unit who are employed by the Authority on the contract effective date, in lieu of payment by the member, a maximum of 3% of the member’s earned compensation known as the “employee’s contribution” to the Public Employees Retirement System (“PERS”).

Effective with the pay period that includes April 1, 2017, the Authority shall assume and pay on behalf of those members of the bargaining unit who are employed by the Authority on the contract effective date, in lieu of payment by the member, a maximum of 2% of the member’s earned compensation known as the “employee’s contribution” to the Public Employees Retirement System (“PERS”).

If the Authority negotiates a rate higher than 2%, as set forth above, with the FOP for the period beginning with the pay period that includes April 1, 2017, such provision shall be applicable to this bargaining unit and the members of this bargaining unit will be made whole.

The amount paid by the Authority, subject to the maximums of 4% in Contract Year 1, 3% in Contract Year 2, and 2% in Contract Year 3, shall not exceed the amount required to be paid by the member. The remaining portion of any contribution required by employees shall be made by the members through deduction in the normal course of processing payrolls. The Authority, in reporting and making their remittance to PERS shall report that each member’s contribution has been made as provided by statute. Payment by the Authority on behalf of the member shall be based on the salary paid to the member by the Authority. Such payment by the Authority shall not relieve the members of any statutory obligations that they may have with PERS. The payment by the Authority on behalf of the members is considered additional salary or wages except for purposes of reporting to PERS which compensation shall be based on the salary scale contained in this Agreement.

Members hired after January 1, 2011, shall pay the entire amount of the “employee’s contribution” to the Public Employees Retirement System.

Section 26.5 Lump Sum Merit Pay A lump sum merit payment shall be paid following the performance review at the anniversary date of hire/promotion of each member and shall be based upon an overall performance review evaluation.

Lump Sum Merit Pay

Evaluation score of “achieves expectations”	\$1,000.00
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Evaluation score of "exceeds expectations" \$1,500.00

Performance reviews for all OPBA bargaining unit members will be conducted in April of each year. Merit pay will be pro-rated.

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

Section 26.7 Acting Lieutenant Any Member who is designated by the Chief of Police or designee as an "Acting Lieutenant" shall be compensated in an amount equal to 6% above the top rate for a Sergeant. The Acting Lieutenant designation may be made when the Chief of Police or designee, in his/her sole discretion, deems it necessary to designate an Acting Lieutenant for a specific and limited period of time under such conditions as the Chief of Police may determine.

The Member designated as an Acting Lieutenant must work a minimum of eight (8) consecutive hours as officer-in-charge in order to be entitled to additional compensation.

The exercise of the Chief of Police's discretion as described above is not grievable.

When a member serves as an Acting Lieutenant, there will be no break in OPBA seniority.

ARTICLE 27 - INSURANCE

Section 27.1 Health Insurance The Authority shall make available health, dental, vision care, and prescription drug plan benefits for all full-time members, for both employee and family coverage. The Authority will provide insurance coverage as set forth in this section, subject to Section 27.4, similar to that offered to all non-represented Authority employees. Coverage details shall be communicated to members annually, prior to the start of the new coverage year.

Section 27.2 Life Insurance

- A. The Authority shall provide term life insurance to members in the amount of \$50,000. This amount shall be doubled for any member killed in the line of duty.
- B. The Authority may make available an optional life insurance program to all fulltime employees. Employees shall bear the full cost of all premiums.

Section 27.3 Eligibility Except to the extent otherwise required by federal or state law, only regular, full-time, employees are eligible for insurance benefits.

Section 27.4 Employee Premium Contributions Members participating in the Authority’s health plan are required to make bi-weekly contributions towards health, dental, vision care and prescription drug plan coverage on a monthly basis. Contributions shall be a percentage of the actual premium paid by the Authority for health, dental, vision and prescription drug plan coverages as set out in the following schedule:

Effective Date	Single Coverage	Family Coverage
Effective with contract execution	13%	13%
Effective during the pay period that includes May 1, 2016	14%	14%
Effective during the pay period that includes May 1, 2017	15%	15%

If the Authority negotiates with the FOP, member premium contributions more favorable than 15% for a period beginning on or after May 1, 2017, such provision shall be applicable to this bargaining unit and members of this bargaining unit shall be made whole.

Section 27.5 Member Premium Contributions While on Leave Members participating in the Authority’s insurance plans (health and optional life) while on any leave must make the employee premium contributions required to keep their health and optional life coverages in effect. Member contributions must be received no later than the 15th of the month for coverage to continue in effect for the following month. Failure to continue monthly premium coverage payments will result in the termination of the member’s insurance. If coverage terminates, the member will be offered the option to participate in the Authority’s insurance continuation program (health coverage only), COBRA, at the member’s expense.

Section 27.6 Extension of Coverages/COBRA Providing the member continues monthly premium coverage payments, insurance coverages for which the member is eligible, will be extended ninety (90) days beyond the end of the month during which a member’s approved leave without pay or leave of absence status became effective. The member’s insurance will then be terminated with an option to participate in the Authority’s insurance continuation program, COBRA, at the member’s expense.

Section 27.7 Other Insurances The Authority shall make available to members, on the same terms and conditions, such other insurance coverages as are made available to other Authority employees.

Section 27.8 Indemnification The Authority will defend and indemnify members as required by Ohio Revised Code Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 27.9 Short Term Disability Insurance The Authority will provide, at no cost to members, a short-term disability program covering full time, non-seasonal members, for non-work related illnesses and injuries that prevent the member from performing the essential functions of his/her job. Members must complete one (1) year of continuous Authority service before qualifying for this benefit. This program shall provide for payment to the member from the twenty-fifth (25th) day of accident or illness, for a maximum of twenty-six (26) weeks, at sixty percent (60%) of the member's gross wages in effect at the time, but not to exceed two thousand dollars (\$2,000) per month. Disability benefits shall be based on eighty-one (81%) percent of the member's standard gross wages, which equals net disability benefits of sixty percent (60%). Applicable federal, State and local flat tax rates will be deducted. The member may, if he/she so desires, elect to use all, or part of, his/her accumulated but unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the disability program. If a member exhausts all sick leave benefits, other approved leave may be granted by the President & CEO. During the period in which a member receives such payments, he/she shall suffer no reduction in his/her paid sick leave entitlement set forth in Article 23 of this Agreement, as applicable. If, while receiving such payments, the member performs work for the Authority or another employer, the amount of payment under the disability program, shall be reduced by the compensation, which he/she receives during that time period.

Vacation Credit Shall Not Accrue. While a member is paid disability benefits pursuant to this Article, vacation accruals shall cease. Holidays shall be paid at the disability benefit rate as set forth in this Article.

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

Return From Disability Retirement. The Authority will comply with applicable PERS rules regarding returning from disability retirement.

ARTICLE 28 - FAMILY AND MEDICAL LEAVE ACT

The Authority hereby agrees to comply with the Family and Medical Leave Act (FMLA). FMLA administration shall be uniform across the Authority.

ARTICLE 29 - INJURY LEAVE

Section 29.1 All members shall be allowed injury leave with pay up to a maximum of twelve (12) work weeks or four hundred eighty (480) hours per calendar year for on-the-job injuries, not to

exceed a total of twenty-four (24) work weeks or nine hundred sixty (960) hours per injury. Injuries must be reported to the employee's immediate superior no more than forty-eight (48) hours after such injury is known. If a member, who has been granted injury leave, does not begin receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation by the time the injury leave has been utilized, and the member has a claim filed under the Ohio Workers' Compensation laws for such payment, then the Authority shall continue to pay the member his/her full wages until such time as payments from the Bureau are received or the claim is denied by the Regional Board of Review of the Industrial Commission of Ohio. In any instance of double payment by both the Authority and the Bureau for the same day or days, the member shall provide full reimbursement to the Authority in a prompt manner.

Occupational illnesses arising out of job related events shall be treated as injury leave under paragraph 29.1 above.

Section 29.2 Injury leave with pay shall be granted to a member only for injuries determined by the President & CEO or designee as caused by the actual performance of the duties of his/her position. The Authority may require an independent medical examination for any member requesting injury leave, at the Authority's expense.

Section 29.3 A report of the cause of all injuries, signed by the immediate superior, and the Director of Public Safety, or designee, shall be submitted to the President & CEO or designee within four (4) days of the date the injury is reported by the member on forms designed and furnished by the Authority.

Section 29.4 No member shall be granted injury leave with pay unless the President & CEO or designee has in his/her possession written authorization signed by the Vice President of Human Resources & Strategy, or designee, indicating the approximate length of the leave. No member on injury leave shall be returned to work without the written approval of an attending physician. If there is a recurrence of a previous injury, the President & CEO or designee must request approval of injury leave for each recurrence. If, in the judgment of the Vice President of Human Resources & Strategy, or designee, the injury is such that the member is capable of performing his/her regular duties or light duties during the period of convalescence, he/she shall so notify the President & CEO in writing and deny injury leave with pay. No injury leave payments shall be made to any member who is working for another employer: (a) during the member's regular Authority shift; or (b) where such work involves or requires the performance of the same or similar duties as those regularly performed by the member for the Authority; or (c) where such job involves duties and/or physical demands the performance of which would conflict with the injury/medical condition allowed. Whenever a member is required to stop working because of an injury or other service-connected disability, he/she shall be paid for the remaining hours of that day or shift at his/her regular rate, and such time shall not be charged to leave of any kind.

Section 29.5 Any injured member may appeal the decision of the Vice President of Human Resources & Strategy, or designee, by written notice to the President & CEO within ten (10) days of notification that injury leave has been denied. The President & CEO, or designee, at the

Authority's expense, may require a member to be examined by a physician of the Authority's choice. If the physician selected by the Authority disagrees with the member's physician, a third physician shall be selected by the two parties. The decision of the third physician shall be final.

Section 29.6 Pending a decision by the President & CEO, or designee, a member applying for injury leave may be carried on sick leave or vacation leave with pay, in that order, which shall be restored to his credit upon certification by the President & CEO, or designee that injury leave has been approved. However, when a member is applying for injury leave, exclusive of apparent heart attack cases, and the Director of Public Safety, or designee, can establish that the injury occurred during the member's hours of work for the Authority, then the member may be carried on injury leave with pay pending certification by the President & CEO, or designee, that injury leave has been approved. In no case, may the member be carried on injury leave for a period of time in excess of the member's amount of accumulated sick leave and vacation leave prior to certification by the President & CEO or designee that injury leave has been approved. If injury leave is not certified by the President & CEO or designee, the member will be charged sick leave, and vacation leave, in that order, for the time used.

Section 29.7 Pursuant to rules established by the President & CEO or designee, time off for the purpose of medical examination, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an injury occurring during any period of time the member was in paid status and performing services for the Authority required by his/her employment, shall be charged to injury leave. A maximum of four (4) hours of injury leave shall be allowed per scheduled physician's appointment and/or treatment resulting from an on-the-job injury. The President & CEO or designee may approve a member's request for injury leave of greater than four (4) hours for a scheduled physician's appointment or for treatment resulting from an on the-job injury, if the President & CEO or designee determines that such request is supported by medical documentation. However, such medical documentation must be submitted to the President & CEO or designee, by the member prior to such appointment and/or treatment in order to be considered.

ARTICLE 30 - DURATION

This Agreement shall be effective April 1, 2015. It shall remain in full force and effect until 11:59 p.m., March 31, 2018. If either party desires to renegotiate this Agreement it shall be done pursuant to Chapter 4117 of the Ohio Revised Code.

ARTICLE 31 – PHYSICAL FITNESS PROGRAM

Section 31.1 Overview The Authority and the Association establish a fitness program intended to encourage members to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness.

Section 31.2 Voluntary for Members Hired or Promoted Before April 1, 2015 The fitness program is voluntary for members hired or promoted before April 1, 2015. Although all Members are encouraged to participate and are eligible for the incentives offered to those who achieve the established fitness goals, members hired or promoted before April 1, 2015, are not required to participate and will not suffer any adverse employment action for refusing to participate. The fitness program shall also be voluntary for any Corporal employed as of April 1, 2015, who is promoted to the rank of Sergeant after April 1, 2015.

Section 31.3 Mandatory for Members Hired or Promoted After April 1, 2015 Members hired or promoted on or after April 1, 2015 are required to maintain a passing fitness level as described below. If a Member fails to successfully test at or above the passing fitness level, the member will be given six (6) months to test again at his or her option. If a member fails to retest, or fails to test at or above the passing fitness level, the following discipline will apply for each calendar year:

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

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

Section 31.4 Test Schedule and Components Beginning in 2016, the fitness test will be administered in the spring on a date of the Authority's choosing. The fitness test will consist of three components: 1) 1.5 mile run; 2) one-minute timed push-ups; and 3) one-minute timed sit-ups. The fitness test will also include a flexibility (sit and reach) test that is voluntary for all members and whose results will be recorded for the member's benefit but will not be the basis for awarding incentives or any disciplinary action. Members will be paid at their straight-time hourly rate for the time necessary to complete the test.

Section 31.5 Fitness Levels (Attachment A)

Passing Fitness Level (40th percentile)
Recommended Fitness Level (50th percentile)
Superior Fitness Level (75th percentile)

Section 31.6 Individual Incentives Members who successfully complete the fitness program will receive: 1) Certificate of completion; 2) physical fitness ribbon for recommended fitness level or physical fitness ribbon with star for superior fitness level, which may be worn on the member's uniform for as long as the member continues to participate in the fitness program and maintains the recommended or superior fitness level; and 3) lump sum payment of \$500. Members will be eligible to receive these incentives once every calendar year.

Section 31.7 Group Incentives For any calendar year in which twenty-five percent (25%) of the number of members employed as of January 1 earn the recommended or superior fitness level, members who earn recommended fitness level will receive a one-time lump sum payment of \$150 and members who earn superior fitness level will receive a one-time lump sum payment of \$200.

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

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of October, 2015.

FOR THE COLUMBUS REGIONAL
AIRPORT AUTHORITY



Elaine Roberts

Elaine Roberts, A.A.E.
President & CEO

Tory Richardson

Tory Richardson, A.A.E.
Vice President, Human Resources & Strategy

Amanda Wickline

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