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# **Collective Bargaining Agreement Between City of Gahanna**



**And**

## **Fraternal Order Of Police Capital City Lodge No. 9**



# **JANUARY 1, 2019 – DECEMBER 31, 2021**

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## ARTICLE 1 - CONTRACT

**1.1 Contract.** This Contract is made and entered into by and between the City of Gahanna, Ohio (hereinafter referred to as the “City”), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the “Lodge”).

**1.2 Purpose.** This Contract is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between and among the City, members of the bargaining units (hereinafter referred to as “member” or “members”) and the Lodge.

- A. Unless *otherwise* indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, The City, members and the Lodge are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of police officers are not superseded by this Contract, except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein.
- B. If any part of this Contract is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part of this Contract is restrained by any such tribunal pending a final determination as to its validity, such invalidation or restraint shall not invalidate or affect the remainder of this Contract nor the application of the invalidated or restrained part(s) to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties shall meet within fourteen (14) days of the receipt of the written request, to attempt to negotiate a modification to the invalidated provision(s).

**1.3. Sanctity of Contract.** Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

**1.4. Past Practices.** Any past benefit or past practice that has been continuous and is known and sanctioned by the Chief of Police, but is not specifically addressed in this Contract, will not be altered until good faith discussions between the City and the Lodge take place in a labor relations meeting.

## ARTICLE 2 - RECOGNITION

**2.1. Recognition.** The City recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2.2 of this Article in any and all matters relating to wages, hours and terms and conditions of employment and the continuation, modification or deletion of existing provisions of the current Contract between the parties.

**2.2. Bargaining Units.** The first bargaining unit covered by this Contract consists of all sworn, full-time, regular members of the Department in the rank of Police Officer. The second bargaining unit covered by this Contract consists of all sworn, full-time members of the Department in the ranks of Sergeant and Lieutenant. Excluded from either bargaining unit, and thereby from coverage within this Contract, are all positions in the Department outside the ranks of Police Officer, Sergeant, and Lieutenant, including the Chief of Police, Deputy Chief, and civilian employees (including Dispatchers). Reference throughout this Contract to members means employees within both bargaining units unless specified otherwise.

## ARTICLE 3 - LODGE SECURITY

**3.1. Dues and other Deductions.** Pursuant to Ohio Revised Code, Section 4117.09(B)(2), the City agrees to deduct Lodge membership dues, in the amount certified by the Lodge to the City, from the pay of any Lodge member who submits a written authorization for such deduction. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge member who submits a written authorization for the deductions and whom the Lodge certifies owes initiation fees or assessments. The deductions authorized by this Section shall be made in the first pay period of each month. If a Lodge member has insufficient pay due on that payday, such amount shall be deducted from the next or subsequent pay.

If a Lodge member desires a payroll deduction for Lodge dues, initiation fees, assessments, and/or other deductions, the member shall sign a corresponding payroll deduction form, which the Lodge shall furnish, and shall present the form to the City payroll clerk. The City agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month together with a listing of the members for whom deductions were made. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

Any Lodge member may at any time withdraw his or her authorization for payroll deductions of dues, assessments, initiation fees or other deductions by submitting a letter to the City Finance Director expressing the Lodge member's desire to withdraw his or her authorization. The member will submit a copy of the letter to the President of the Lodge.

The City will allow additional payroll deduction(s) for Lodge-provided member benefits on a voluntary basis, provided that: 1) the member provides appropriate written authorization to the City Finance Department; 2) five or more members are participating in each additional benefit program for which the City is providing a payroll deduction. Should the number of Lodge

members enrolled in any particular member benefit program fall below five (5) members for a period of six or more consecutive months, the City may terminate the payroll deductions for that benefit program. Additionally, if at any point the City's payroll accounting system should not possess sufficient capability or capacity for additional deductions, the City may refuse to provide the Lodge with additional payroll deductions.

The City's obligation to make authorized deductions under this Section shall terminate automatically upon a member's termination of employment, transfer to a job classification outside the bargaining unit, lay off from work or an unpaid leave of absence longer than thirty (30) days.

**3.2. Voluntary Death Benefit Contribution Program.** The Lodge has established a Voluntary Death Benefit Contribution Program ("Program"), whereby members may authorize contributions to the Program by automatic payroll deduction, so that such contributions can be paid directly to the estate or designated beneficiary of any participating member who dies during active employment as a full-time law enforcement officer. The Lodge shall have the discretion to terminate the Program, upon written notice to the City, at any time.

To be a participating member, members must submit a written election form to the Lodge. The Lodge will provide a copy of the member's election form to the City. A member's participation in the Program continues until the member is no longer actively employed with the City, is no longer a member of the Lodge, or upon written notice of withdrawal from the Program, whichever occurs first.

Upon the death of a participating member, the Lodge will notify the City to deduct a contribution as established in the Program from each participating member's next regular pay that includes regular dues deduction. This contribution will be in addition to the participating member's regular Lodge membership dues. The City will pay all contributions collected through payroll deduction to the Lodge in the same manner that it pays regular Lodge membership dues. The City will only make deductions for purposes of the Program upon written notice from the Lodge.

**3.3. Lodge Bulletin Board.** The Lodge shall be permitted to maintain a bulletin board at Police Headquarters. Obscene material or material holding the City, the Department or any member to public ridicule will not be placed on this bulletin board. The Lodge agrees that posting of this material on Headquarter's walls, doors, etc. is prohibited.

**3.4. Lodge Ballot Box.** The Lodge shall be permitted, with a prior notification to the Chief of Police, to place a ballot box at Police Headquarters for the purpose of collecting Lodge members' ballots on all Lodge issues subject to ballot. Neither the ballot box nor the ballots shall be subjected to the City's review.

**3.5. Indemnity.** The Lodge shall indemnify, hold harmless and defend the City for any and all liability, claims or demands which may arise from action taken or not taken for the purpose of complying with this Article, to the extent such indemnification is permitted by law.

**3.6 Fair Share Fee.** As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and the Lodge have agreed to remove prior provisions pertaining

to the payment of fair share fees by non-members; and, the City and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

#### **ARTICLE 4 - NONDISCRIMINATION**

**4.1. Joint Pledge.** The City and the Lodge shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's race, color, religion, sex, age, national origin or ancestry, genetic information, disability, military service, sexual orientation or any other classifications protected by law.

**4.2. City Pledge.** The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the Lodge or to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the Lodge.

**4.3. Lodge Pledge.** The Lodge, within the terms of its Constitution and Bylaws, agrees not to interfere with the desire of any member to become and remain a member of the Lodge or to refrain from Lodge membership. The Lodge agrees to fairly represent all members as required by law.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**5.1. Grievance Defined.** A grievance is any unresolved question or dispute regarding the wages, hours and terms and conditions of employment of members. This procedure shall not be used or the purposes of adding to, subtracting from or altering, in any way, any of the provisions of this Contract.

**5.2. Qualifications.** A grievance may be filed by any aggrieved member or the Lodge. When a group of members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by the group shall process the grievance as the designated representative of the group.

If a grievance affects a group of members who are working in different assignments or with different supervisors, or if a Lodge grievance involves a Department-wide controversy, it may be submitted at Step 2 (Chief of Police).

A member has the right to present a grievance without the assistance of the Lodge, provided that the adjustment is not inconsistent with the terms of this Contract and the grievance representative or grievance chairman has the opportunity for input prior to any adjustment.

**5.3. Jurisdiction.** Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right to appeal to another forum.

However, once a member or the Lodge elects any other forum and that forum takes jurisdiction over the subject matter, the member or the Lodge may not thereafter pursue the matter under this Grievance Procedure, except where otherwise provided by law.

**5.4. Establishment of Grievance Representatives.** The bargaining unit(s) may select not more than four (4) grievance representatives, with three (3) of these representatives selected from the Police Officer bargaining unit and one (1) of these representatives selected from the Sergeant and Lieutenant bargaining unit. The grievance representatives shall be selected by their respective bargaining units. The Police Officer unit will make every effort to provide full membership coverage by selection of one (1) representative for each shift. The Grievance representatives shall designate one representative from both units as the Grievance Chairman and one representative as the alternate Grievance Chairman.

**5.5. Duties of Grievance Chairman.** The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing members in investigating and processing grievances.
- B. Replacing a grievance representative who is absent or unavailable.
- C. Generally supervising and coordinating grievances in process and grievance representatives.
- D. Acting as Liaison between the City and the Lodge on matters concerning grievances and Contract matters.

The Grievance Chairman shall be released from normal duty hours or assignments, upon reasonable advance notice to and the approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits. Provided that the Department's business allows the absence from normal duty hours or assignments, the supervisor's approval will not be withheld. If the supervisor does not approve the absence from normal duty hours or assignments, then the time within which the grievant must appeal the grievance or have the grievance heard will be extended for a period equal to the time for which the Grievance Chairman is not released from normal duty hours or assignments.

**5.6. Grievance Procedure.** The following implementation steps and procedures apply in processing grievances:

- A. Preliminary Step.

A member having an individual grievance first must attempt to resolve it informally with the member's immediate supervisor. Any attempt at informal resolution must be initiated by the grievant within fourteen (14) days following the date the events or circumstances giving rise to the grievance occurred or would reasonably have been known to the grievant. Any grievance brought to the attention of the supervisor beyond the fourteen (14) day time limit shall not be considered unless a time extension, as provided for in Section 7, applies. At this Step, there is no requirement that the grievance be submitted or responded to in writing. However, a grievance representative may accompany the grievant if the grievant requests the representative's attendance. If the grievant

is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow.

B. Step One - Bureau Commander.

1. When a grievant determines that the immediate supervisor's oral response in the Preliminary Step is unsatisfactory, the grievant may then submit the grievance in writing to the Bureau Commander on the Grievance Form, with a copy to the Grievance Chairman. The Grievance form must be submitted to the Bureau Commander within seven (7) days following the immediate supervisor's oral response at the Preliminary Step. The Bureau Commander shall date stamp the Grievance Form with the date of receipt. Any grievance submitted after the seven (7) day time limit shall not be considered.
2. The Bureau Commander shall respond to the grievance in writing within seven (7) days of receipt of the written Grievance Form and shall date and sign the response and return one copy of it to the grievant and one copy to the Grievance Chairman. If the grievant does not appeal the grievance to the Second Step of the Grievance Procedure within seven (7) days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved.
3. When a member's immediate supervisor is a Bureau Commander, the grievance may be submitted in writing to the Chief of Police at Step Two and Step One shall be considered waived.

C. Step Two - Chief of Police.

1. If the grievant is not satisfied with the answer in Step One, the grievant, within seven (7) days following the grievant's receipt of the Step One response, may appeal the grievance to Step Two by submitting a copy of the Grievance Form containing the written response at the prior Step and any other pertinent documents to the Office of the Chief of Police. The grievance form will be stamped in the Chief's office to reflect the date of receipt. Any grievance submitted after the seven (7) day limit shall not be considered.
2. The Chief of Police shall respond to the grievance in writing within seven (7) days of receipt of the written Grievance Form, and shall date and sign the response, and return one copy of it to the grievant and one copy to the Grievance Chairman. If the grievant does not appeal the grievance to the Third Step of the Grievance Procedure within seven (7) days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved.

D. Step Three - Safety Director.

1. If the grievant is not satisfied with the answer in Step Two, the grievant, within seven (7) days following the grievant's receipt of the Step Two response, may

appeal the grievance to Step Three by submitting a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the Office of the Safety Director. For purposes of this step, submission to the secretary of the Chief of Police will be considered submission to the Office of the Safety Director. The form will be stamped by the secretary to accurately reflect the date of receipt. Any grievance submitted after the seven (7) day time limit shall not be considered.

2. The Safety Director shall schedule a meeting to be held within fourteen (14) days of receipt of the Grievance Form to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring the grievant and appropriate grievance representatives to the meeting.
3. In the meeting, the Grievance Chairman may provide the Safety Director or a representative designated for this purpose a full explanation of the grievance and the material facts relating thereto.
4. The Safety Director shall respond to the grievant and the Grievance Chairman in writing within fourteen (14) days of the meeting in this Step.
5. If the position of Safety Director is vacant at the time a grievance is submitted to Step Three, the Mayor shall act in place of the Safety Director.

**5.7. Time Off for Presenting Grievances.** A member and his or her Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior notice to and the approval of their respective supervisors. Grievance Representatives shall be allowed adequate time off the job with pay, as approved by the supervisor, in order to conduct a reasonable investigation of each grievance. A supervisor's approval will not be unreasonably withheld. If a supervisor does not approve the time off then the time within which grievant must appeal the grievance or have the grievance heard will be extended for a period equal to the time for which the Grievance Representative is not allowed time off. Members who are requested by the City to testify at a grievance hearing shall be compensated.

**5.8. Grievance Representatives.** Grievant and Grievance Representatives shall not receive overtime pay to engage in grievance activities. However, grievance meetings at Step Three shall be held at a time agreeable to all parties. The Lodge shall notify the Chief, in writing, of the names of the Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

**5.9. Time Limits.** It is the City and the Lodge's intention to meet all time limits in the Grievance Procedure. To encourage thoughtful responses at each Step, however, the grievant and the City's designated representative may agree, at any Step, to short time extensions for any action required to be taken. Any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. Except in cases or emergency as declared by the Safety Director, or in the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits,

presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Such resolution shall not be considered a precedent or a past practice.

**5.10. Representatives in Meeting.** Each Step of the Grievance Procedure outlined in Section 5.6 specifies the representatives who may attend the meeting at a particular Step. The parties expect that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, to resolve grievances at the earliest possible Step of the Grievance Procedure, either party may bring any additional representatives to any meeting in the Grievance procedure, but only upon advance agreement between the parties that the additional representative(s) can provide information which may be beneficial in resolving the grievance.

**5.11. Grievance Form.** Grievances must be submitted, in duplicate, on a form jointly developed for that purpose by the City and the Lodge and supplied by the Lodge.

**5.12. Days Off.** In counting time within which any action must be taken under the Grievance Procedure the term “days” means calendar days but does not include regularly scheduled days off or leave days of the person required to take the action.

**5.13. No Retaliation.** No member or official of the Lodge shall be removed, disciplined, harassed or discriminated against for filing or pursuing a grievance under this Procedure.

## **ARTICLE 6 - ARBITRATION**

**6.1. Arbitration Procedure.** If a grievant believes that the grievance has not been satisfactorily resolved at Step Three of the Grievance Procedure, the grievant, with approval of the Lodge President, may request arbitration. The Lodge, by the Lodge President, must notify the Mayor in writing of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days after the written answer at Step Three is received by the Grievant and the Grievance Chairman.

**6.2. Selection of Arbitrator.** After receipt of the Lodge President's written notification of the Lodge's intention to proceed to arbitration, the parties will request the American Arbitration Association (“AAA”) to provide a panel of seven (7) arbitrators, each having an office in Ohio, from which the City and the Lodge shall select one by mutual agreement. If agreement cannot be reached, the parties will select an arbitrator by alternately striking names and selecting the final remaining name. The party which is to strike first shall be determined by agreement or, failing agreement, by a flip of a coin. In lieu of using an AAA panel to select an arbitrator, the parties may select an arbitrator by mutual agreement.

**6.3. Authority of Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance with each party retaining the right of review under Chapter 2711 of the Revised Code. The arbitrator has jurisdiction to determine the arbitrability of a grievance and to interpret and apply the provisions of this Agreement insofar as necessary to decide a grievance, but has no jurisdiction to add to, amend or alter any provision of this Contract.

**6.4. Arbitration Costs.** The City and the Lodge shall each be responsible for its respective AAA fees, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room. The expenses of any nonemployee witnesses, if any, shall be borne, by the party calling them. The fees of the court reporter shall be paid by the party asking or one such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay, or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

**6.5. Arbitrator's Findings.** The arbitrator's decision and award will be in writing and mailed to the parties' designees within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 7 - F.O.P. RELEASE TIME**

**7.1. Attendance at FOP Conferences.** Members who are appointed as delegates to FOP National or State conferences may request the use of accumulated paid time off (vacation or compensatory time off) to attend FOP conferences. Such a request will not be unreasonably denied provided two weeks' advance notice is given.

**7.2. Attendance at FOP-Sponsored Training Sessions.** Members of the Grievance Committee and/or Labor Relations Committee will have available to divide among themselves during each calendar year a total maximum of eighty (80) hours of release time with pay to attend FOP-sponsored training programs relative to grievance representation or matters relative to contract administration and/or labor relations. Such leave will not be unreasonably denied, provided the Grievance Chairman gives at least two weeks' advance notice of the request for leave to the Deputy Chief, including the date, time, place and use for the leave, and the member or members to attend.

**7.3. Bargaining Representation.** Members of the Lodge bargaining team will be granted release time with pay to attend bargaining sessions that occur during the member's scheduled work hours. Reasonable efforts will be made by the City to flex work schedules for bargaining team members so that their scheduled work hours coincide with bargaining sessions. This does not guarantee that any member's schedules can be flexed in every instance.

**7.4. Arbitration, Department Hearings, and Labor Relations Meetings.** Members who are called by either the City or the FOP to testify at arbitration or departmental hearings, a charged member at a Departmental Hearing, and a member serving as a Lodge Representative at a Departmental Hearing, will be granted release time with pay for attendance at a hearing during the member's regularly scheduled work hours. Reasonable efforts will be made to flex work schedules for such members when the hearing is held other than during the member's regularly scheduled work hours. Pay under this Section for such members is conditioned upon the Grievance Chairman giving reasonable advance notice to the Deputy Chief.

The release will also apply to members serving the Labor Relations Committee, such that they will be released to attend such meetings.

**7.5. Funeral Representation.** Subject to the need to maintain customary shift strength minimums, requests by members to attend the funeral of a police officer or retired police officer will be granted. In the event of requests by multiple officers to attend the same funeral, release time will be coordinated by the Deputy Chief with input from members of the Labor Relations Committee.

## **ARTICLE 8 - NO STRIKE NO LOCKOUT**

**8.1. No Strike.** The Lodge recognizes that members are prohibited by state law from striking. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

**8.2. No Lockout.** The City recognizes that it is prohibited by state law from instituting a lockout of bargaining unit members. The City shall meet obligations imposed upon it by state law.

## **ARTICLE 9 - MANAGEMENT RIGHTS**

**9.1. Management Rights.** Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility, regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include, but are not limited to:

- A. To determine the organization of the Division of Police;
- B. To determine and change the purpose and extent of each of its constituent subdivisions;
- C. To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- D. To set standards for service to be offered to the public;
- E. To direct the officers of the Division of Police, including the right to assign work and overtime;
- F. To hire, examine, promote, train, transfer, assign and schedule officers in positions with the Division of Police;
- G. To suspend, demote, discharge, or take other disciplinary action against officers for just cause;
- H. To increase, reduce or change, modify or alter the composition and size of the workforce;
- I. To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- J. To change or eliminate existing methods of operation, equipment or facilities;
- K. To create, modify or delete departmental rules and regulations;

- L. To take actions as may be necessary to carry out the mission of the Division of Police;
- M. To train or retrain officers as appropriate;
- N. To maintain and improve the efficiency of the Division of Police;
- O. To determine, provide and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for members to appropriately and safely carry out their duties; and
- P. The Safety Director, in accordance with his authority under the City Charter, may promulgate rules and regulations relative to the management of the Division of Police except as may be prohibited by law, by the Articles of this Contract or by any other written agreement between the City and the Lodge.

Those inherent managerial functions, prerogatives and policy-making rights, whether or not listed above, which the City has modified or restricted by a specific provision of this Contract are subject to the Grievance Procedure contained herein.

## **ARTICLE 10 - INTERNAL INVESTIGATIONS**

**10.1. Scope.** Whenever a member is ordered to answer questions in an internal investigation or any other City proceeding that may lead to disciplinary action or criminal charges against a member, such investigation or proceeding shall be conducted in accordance with Sections 10.2 through 10.17 of this Article.

**10.2. Representation.** A member shall have a reasonable opportunity to obtain a Lodge representative for purposes of representation during the interview or representation in regard to any written response required by the investigator. If the expected result of the interview is that the member to be interviewed will receive no discipline greater than a documented oral reprimand, the member's opportunity to contact a Lodge representative will be limited to the contacting of a grievance representative who shall be permitted to represent the member at the interview. If, during the interview, the investigator becomes aware of issue(s) not previously known that could result in the member receiving discipline greater than a documented oral reprimand, the investigator will immediately terminate the interview and afford the member the opportunity to contract a Lodge representative other than a grievance representative.

**10.3. Immediate Investigation.** It is recognized that there may be circumstances where an investigation interview of a member must be conducted immediately by an investigator. These circumstances are limited to those cases where, if the interview is delayed, there is: a reasonable risk that evidence would be lost or destroyed, or witnesses would become unavailable, or the investigation becomes compromised; an ongoing threat to public or officer safety; or, there is a reasonable risk that the member will be unavailable for any interview that would cause a delay and/or hamper the investigation. Under these circumstances, the member subject to investigation will be allowed no more than two (2) hours prior to the commencement of the interview to obtain a Lodge representative other than a grievance representative for purposes of representation during

the interview. To invoke these time limits, an investigator must obtain approval from the Chief (or, if unavailable, an available Command Officer) and notify the member of these time limits.

**10.4. Notification During Investigation.** If during an interview the investigator has reason to believe that the member being interviewed has become a focus of the investigation or has provided information which would cause the member to become the focus of another investigation for which it would be reasonable for the investigator to believe that disciplinary action or criminal charges may result, the interviewer shall stop the interview, immediately notify the member of such belief and inform the member of his or her right to representation under this Article.

**10.5. Required Notice.** Members shall be informed of the basic facts of the incident prior to any questioning and shall be informed to the extent known at the time, if the investigation is focused on the member for a potential disciplinary action or criminal charge. The member being investigated shall be given a copy of any complaint or a summary of the basic facts of the incident prior to any questioning. If requested, the City shall provide to the member and/or the Lodge all documents maintained in relation to the investigation that are “public records” under O.R.C. Section 149.43 so that the member and/or their representative may have a reasonable opportunity to review them prior to questioning.. When the investigator reasonably believes that either disciplinary action or criminal charges may result from a noncitizen complaint the summary of the basic facts shall be in writing except when the investigator witnesses the violation. Members will not be asked questions that do not relate to the basic facts of the incident, unless during questioning, other information is developed which could lead to additional allegations against the member. In such an event, the member will again be advised by the investigator of the potential for either disciplinary action or criminal charges. When a member requests it, he or she shall be given a brief period of time, prior to, and during any questioning, to locate and review any documents he or she possesses regarding the event(s) being, investigated, so the member may be fully prepared to accurately and completely respond to the questioning. Any investigating officer may accompany the member during this brief search for and review of such documents.

**10.6. Constitutional Rights.** A member who is to be questioned as a suspect in an investigation that may lead to criminal charges against the member shall be advised of the member's constitutional rights in accordance with law.

**10.7. Conduct of Questioning.** Any interrogating, questioning, or interviewing of a member will be conducted, insofar as practical, at hours reasonably related to his or her shift, preferably during his or her work hours. Interrogation sessions shall be for reasonable periods of time. Time shall be allowed during such questioning for attendance to physical necessities.

**10.8. Recording.** All interrogations and/or interviews (including interviews under section 10.11) of members shall be tape recorded by the Division of Police at the request of either party. Subsequent to the interview the member and/or his or her Lodge Representative shall be afforded the opportunity, upon written request directly to the Chief or designee, to listen to or receive a copy of the tape. If a transcript of the tape is made by the Division of Police, the member will be provided a copy of such transcript upon written request directly to the Chief or designee.

**10.9. Charge of Insubordination.** Before a member may be charged with insubordination, or like offense, for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued may be made the basis for such a charge.

**10.10. Coercion Prohibited.** Any evidence obtained in the course of an internal review through the use of intimidation, threats, coercion or promises shall not be admissible in any subsequent criminal action or departmental hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as intimidation, threats, coercion, or promises.

**10.11. Truth Detection Examination.** In the course of an internal investigation, a member may be given a polygraph examination, voice stress analysis or other truth detection examination only if the member is a primary focus of the investigation, or a known witness to the incident under investigation, or at the member's written request directly to the Chief of Police. Polygraph examinations shall be administered by the Polygraph Section of BCI unless the Chief of Police decides to have the polygraph administered by another qualified polygraph examiner. No polygraph examination may be given in an incident that could not amount to a violation of criminal law, unless requested by the member. No polygraph examination may be given without the advance permission of the Chief of Police. No truth detection examination may be given without notifying the member of his or her right to have a union representative present during the examination. The results of this examination cannot be used in any subsequent action or hearing, including a departmental hearing, unless mutually agreed prior to the giving of such examination.

#### **10.12. Complaints.**

- A. Any complaint, whether from a known source or an anonymous source, which alleges criminal activity by a member may be investigated regardless of when the complaint is filed or made.
- B. Where a complaint from a known source, if true, could not lead to criminal charges against a member, the member may be subject to investigation or discipline only when the complaint is made in writing or reduced to writing and received by the Division no later than forty-five (45) days after the date of the incident complained of, except that a member may be subject to investigation and discipline as a result of an anonymous complaint provided that the anonymous complaint is made no later than forty-five (45) days after the date of the incident complained of and either the anonymous complainant provides corroborative evidence at the time the complaint is made in support of the complaint or there is evidence which can reasonably be ascertained from information specifically provided in the complaint.
- C. A non-criminal complaint which fails to comply with the provisions of paragraph (B) shall be classified as untimely. The member shall be informed of the complaint and its disposition as untimely, but shall not be required to respond to the complaint.

**10.13. Access to Records.** A member who is charged with violating Division of Police Rules and Regulations, and his or her Lodge Representative, when one is involved, shall be provided access to and copies of all evidence that the City has compiled in the investigation leading to the charges against the member. Such evidence includes, but is not limited to, the City's transcripts, records, written statements, video and/or audio recordings, and written summaries (including opinions, if provided) of any truth detection examinations pertinent to the case. Such access shall be provided reasonably in advance of any departmental hearing. The Division of Police shall be provided access, reasonably in advance of the departmental hearing, to the evidence the member intends to submit on his or her behalf.

**10.14. Notification Regarding Outcome.** Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case, at the conclusion of the investigation.

**10.15. Interview of Witnesses.** When a member is to be interviewed in an investigation of any other member, such interview shall be conducted in accordance with the procedures established herein.

**10.16. Investigation.** Administrative investigations, shall be investigated by the member's immediate supervisor who shall make recommendations through the Chain of Command to the Chief, or by a member of a supervisory rank assigned by the Chief or Chief's designee.

**10.17. Grievance.** If any of these procedures set forth within this Article are violated. Such violations shall be subject to the Grievance Procedure, beginning at Step Two (Chief of Police).

## **ARTICLE 11 - CORRECTIVE ACTION AND RECORDS**

**11.1. Corrective Action for Cause.** No member shall be removed, reduced in pay or rank, suspended or reprimanded without just cause.

**11.2. Department Hearings.** Disciplinary action up to and including a written reprimand can be issued to a member without a hearing before the Safety Director. Before any disciplinary suspension, reduction in rank or pay, or discharge is issued to a member, the member will first be given the opportunity for a hearing before the Safety Director as set forth herein. At least ten (10) days prior to any departmental hearing before the Safety Director, the member charged will receive from the Chief of Police or Internal Investigations Supervisor a written statement of all charges and specifications, notice of a hearing date and time, notice as to the witnesses to be called or whose testimony will be used by the City, and copies of any documents and other evidence required to be provided to the member in accordance with Section 10.13, above. At the hearing, the charged member will be allowed to be represented by a Lodge representative or Lodge Attorney, will be allowed to call witnesses material to the member's defense and will have the opportunity to confront and cross-examine the member's accuser(s), and offer testimony and other evidence on the member's behalf.

Hearings will be held in the Second Floor Conference Room at the Gahanna Division of Police, unless an alternative site is mutually agreed upon by the parties.

A member who is charged may make written request directly to the Chief to review the member's personnel file. Such request will be granted immediately by the Chief in the case of a pending departmental hearing.

A member who is charged, or the member's Lodge Representative or Lodge Attorney, may make a written request for a continuance. Such request will be granted where practical at the discretion of the Safety Director. The length of such continuance shall be mutually agreed upon.

The Safety Director will make all good faith efforts to notify the affected member of any decisions reached as a result of a departmental hearing prior to any public statement.

A departmental hearing shall be considered to be Step Three of the Grievance Procedure for the purposes of proceeding to arbitration.

**11.3. Progressive Action.** The principles of progressive corrective action will be followed with respect to minor infractions, as determined by the Safety Director. The progression will at least include a documented oral reprimand, a written reprimand, a suspension with pay (“working suspension”) or without pay, or a reduction in pay for the same or related offenses prior to a reduction in rank or dismissal.

**11.4. Duration of Records.** All disciplinary records will be maintained in each member's personnel file. In any case in which a reprimand, suspension, reduction in pay, reduction in rank or dismissal is disaffirmed through the Grievance or Arbitration Procedure, by the Safety Director, by the Civil Service Commission, by a court of competent jurisdiction, or otherwise, the member's personnel file shall clearly indicate such disaffirmance and the disciplinary record will be removed at the member's request. In addition, unsubstantiated, unproven or untimely allegations or complaints of misconduct made against a member and appearing in any file of the City shall not be considered in future corrective action or promotional considerations, and shall be removed at the member's request.

Disciplinary records will be retained, subject to the following:

- A. Oral Reprimand. An oral reprimand shall be removed from the member's personnel file after six (6) months, at the member's request, provided that no further discipline for conduct of the same or similar nature is imposed within six (6) months of the oral reprimand. If such further discipline is imposed, the existing oral reprimand may be retained in the file for an additional six (6) months.
- B. Written Reprimand. A written reprimand shall be removed after two (2) years, at the member's request, provided that no further discipline for conduct of the same or similar nature is imposed within two (2) years of the written reprimand. If such further discipline is imposed, the existing written reprimand may be retained in the file for an additional two (2) years.
- C. Suspension/Reduction in Pay. A suspension or reduction in pay shall be removed after four (4) years after issuance of the suspension or reduction in pay. The Safety Director may

determine that it is necessary to retain a record of suspension for a period of time in excess of four (4) years, up to a maximum of two (2) additional years, based upon the seriousness of the offense and the member's overall work record since being suspended. Should the Safety Director make this determination, it shall be made in the last one-hundred eighty (180) days before expiration of the four (4) year retention period, with written notice to the affected member. This notice shall set forth the Safety Director's specific reasons for the determination and the time period of the extended retention period. The member may grieve the Safety Director's determination, including any challenge to the length of the extended retention period, directly to arbitration under Article 6.

- D. Dismissal/Reduction in Rank. A dismissal or reduction in rank shall be maintained as a permanent record.

When a disciplinary record is removed from the member's personnel file, no copy shall be retained in the personnel file. When a record is subject to removal, it shall have no further force and effect for disciplinary purposes. Nothing herein precludes the City from retaining an Internal Affairs Record noting the final outcome of an investigation.

Copies of disciplinary records will be destroyed in accordance with the records retention schedule as adopted and modified from time to time by the City Records Commission.

**11.5. Personnel File.** There shall be only one official personnel file for each member which shall be maintained in a secure electronic format and shall contain all relevant personnel documents for each member, including disciplinary records. The Chief and/or his or her designee will have access to the file. Documents that are medical, FMLA or other confidential records will only be accessible by Human Resources personnel.

**11.6. Counseling Memorandum.** The Division may use a counseling memorandum for purposes of providing advice and instruction to members, and/or providing notice to a member of behavior which must be corrected. Such a memorandum is not a part of the disciplinary progression and is not a disciplinary record, counseling memoranda shall be maintained in the member's personnel file for no more than six (6) months from the date of issuance; thereafter it shall be removed. When a counseling memorandum is removed from the member's personnel file it will be given to the member and no copy retained in the personnel file.

**11.7. Review of Personnel Files.** Every member shall be allowed to review any of his or her personnel files at any reasonable time upon written request. A member may also authorize his or her Lodge Representative to review the personnel file. Such request may be made to the Chief or the Chief's designee and the review of the files shall be made in the presence of the Chief or designee. Except for supervisory and administrative personnel with legitimate need to know and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be available for review by anyone except as provided pursuant to O.R.C. Section 149.43. A member will be notified in writing as soon as practicable after the City receives a request, in accordance with O.R.C. Section 149.43, to review the member's personnel file (or any portion thereof). No information in a member's personnel file will be shared with anyone outside the Division and the City Administration, except name, place

of employment, dates of employment, job classification and pay range; however, additional specified information may be given either pursuant to O.R.C. Section 149.43, or on the advance, written approval of the member involved to the Chief of Police, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or member approval given. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

**11.8. Inaccurate Documents.** If any member, upon examining his or her personnel file, has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall either remove the faulty document or attach the memorandum. If the accuracy of the documentation cannot be mutually agreed upon, then such disagreement may be challenged by utilization of the Grievance Procedure through the final step.

**11.9. Performance Evaluations.** A member's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the member has read it; and shall not be viewed as a representation that the member concurs in any or all of the contents or comments therein. The member shall be the last person to sign a performance evaluation and no evaluative comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in this final form when he or she signs it.

Performance evaluations are not to be used as a disciplinary tool. Because of the limitations in this Contract as to retention of records of disciplinary actions, no disciplinary action which has been taken against a member shall be referenced in a performance evaluation. However, performance evaluations may be used as a means to make a member aware of performance or conduct that has to be improved or corrected. Performance evaluations may also be used as a means to commend a member for his or her work performance or conduct. Performance evaluations may be used to demonstrate, for purposes of discipline, that a member has been made aware of performance or conduct to be improved or corrected and/or that a member has been commended for his or her work performance or conduct.

Performance evaluations shall not be considered for purposes of promotion.

**11.10. Placement of Material in Personnel File.** No document shall be placed in a member's personnel file which does not include as a part of its normal distribution a copy to the member. Anonymous material shall never be placed in a member's personnel file.

## **ARTICLE 12 - WORK RULES AND INFORMATION ORDERS**

**12.1. Notification.** The City agrees that any revised or new work rules, general orders, and training bulletins, shall be reduced in writing and provided to all members in advance of their enforcement.

**12.2. Uniform Application.** Work, rules, general orders and departmental directives shall be subject to uniform application and interpretation as to members including when used as the basis for discipline.

## **ARTICLE 13 - LABOR RELATIONS MEETINGS**

**13.1. Labor Relations Meetings.** The City and the Lodge recognize the benefit of exploration and the study of current and potential problems and differences via meetings of representatives to exchange views and information without the stress and time limitations which may exist at the bargaining table. Accordingly, the Lodge and the City agree to utilization of the Labor Relations Committee to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern to both.

Included among the matters which can be the subject of these discussions are such things as major changes in operations contemplated by the City which will affect members, contemplated changes in General Orders, contemplated changes in police mission, and concerns of the bargaining unit relative to equipment uniforms, etc.

The Lodge members of the Committee shall consist of the Lodge President or designee, one member from each bargaining unit who served on the Lodge Negotiations Team for the current Contract, and the Grievance Chairman. The City members of the Committee shall consist of the Chief or designee, the Deputy Chief, and the Director of Human Resources.

The Lodge members who serve on the Committee shall be released with pay to attend the Committee meeting if the meeting coincides with the member's duty time. A member whose scheduled duty hours do not coincide with the meeting time shall have his or her hours flexed to ensure compensation for time spent at the meeting. Not more than one meeting per month shall be compensated in this fashion.

**13.2. Suspension or Modification of Contract.** The Labor Relations Committee may vote, for the good of the Division, to suspend or modify any portion(s) of this Contract for the purpose of exploring and experimenting with new approaches to resolving problems within the Division. The vote to suspend or modify must be by unanimous vote of members of the committee. The exploration and experimentation shall be for a trial period of no more than six (6) months. In order to permanently implement a program that has been tried under this section, the City and the Lodge must agree, in writing, to do so and the agreement must be subject to a majority vote within the affected bargaining units.

**13.3. Meetings.** Labor Relations Meetings shall be held at least quarterly each calendar year, and may be held at other times by agreement of the parties. The specifics of the procedures which are to guide the Labor Relations Meetings shall be developed by the participants. Agenda items may be drawn from those items identified in the Contract as being proper subjects for Labor Relations Meetings or from any issues confronting the Division which are mutually accepted for discussion. Included among the matters which may be the subject of these discussions are significant changes in operations planned by the City which shall affect members of the Lodge, planned changes in police mission, and concerns of either party relative to the Division of Police.

## ARTICLE 14 - PROMOTIONS

**14.1. Promotional Appointment.** All appointments to the ranks of Sergeant and Lieutenant shall be filled by promotional appointment under the provisions of this Article and under such provisions of the rules of the Gahanna Civil Service Commission (“CSC”) which are not in conflict with the provisions of this Article.

**14.2. Order of Promotions.** Promotions shall occur in the following order: Police Officer to Sergeant and Sergeant to Lieutenant.

**14.3. Posting.** For the rank of Sergeant, and Lieutenant, the Human Resources Department, shall post notice of the intent to conduct a promotional examination where a vacancy exists, the City determines to fill a vacancy, and there is no eligible list.

This posting shall be by City email and will remain open for fifteen (15) days. During the posting period any member qualified for consideration may submit a written request to the Human Resources Department to be considered for appointment. The Human Resources Department shall provide a form for such requests. The City shall not be obligated to consider any requests submitted after the close of the posting period.

### **14.4. Qualifications.**

#### A. Sergeant

To be qualified to receive promotional consideration for the rank of Sergeant, a Police Officer must have at least five (5) years of service as a full-time Police Officer at the time the posting period is closed. At least three (3) of the five (5) years of service must be in a patrol assignment with the Gahanna Division of Police. Members assigned to the Detective Bureau as of January 1, 2019 must have at least thirty (30) months of service in a patrol assignment to be qualified to receive promotional consideration for the rank of sergeant.

#### B. Lieutenant

To be qualified to receive promotional consideration for the rank of Lieutenant, a Sergeant must have at least one (1) year of service as a Sergeant in the Gahanna Division of Police at the time the posting period is closed.

### **14.5. Promotional Examination Components.**

All qualified applicants under 14.4 shall be entitled to participate in the promotional examination process. The Human Resources Department (“HRD”) shall administer and conduct the promotional examination components. The sergeant promotion examination will consist of a written examination, assessment center and oral board. The lieutenant promotion examination will consist of an assessment center and oral board.

**14.6. Sergeant Written Examination Component.** The written examination component shall be an objective multiple-choice examination. The written examination shall be conducted, with due notice to the qualified candidates, no earlier than thirty (30) days after the close of the posting period. The HRD shall engage the services of an independent consultant with demonstrated expertise in the development and conduct of promotional examinations for municipal police officers to assist in the development of the written examination. The Lodge's testing consultant may consult with the HRD and the independent consultant regarding the development of the written examination. The written examination shall be job-related and valid.

The HRD shall certify to the Assessment Center the top twelve scores on the written examination for sergeant.

**14.7. Assessment Center.** The Assessment Center process will be conducted by members of the Advisory Services Division of the Ohio Association of Chiefs of Police, or an alternative mutually-agreed upon Assessment Company. The Chief of Police, or designee, will act as the coordinator on behalf of the City to arrange for the assessment process. Provided there is an available pool of assessors, no assessor shall serve on any panel where he or she has previously served as an assessor of any candidate subject to assessment.

**14.8. Oral Board Component.** All candidates who participate in an Assessment Center, shall proceed to the oral board which shall be completed within thirty (30) days of such certification. The oral board shall interview all such candidates.

The oral board shall consist of a series of job-related questions, including specific criteria for scoring answers, developed by the City's independent consultant. Oral board members shall receive instruction from the independent consultant, or designee, in the procedure and objectives for the oral board before interviews with candidates occur.

After interviewing all qualified candidates, the oral board shall submit to the HRD the candidate's scores. The HRD shall maintain this report from the oral board as the scores of the candidates.

**14.9. Composition of the Oral Board.** The oral board shall be comprised of the six (6) members listed below; provided that no member of the oral board shall have any personal or familial relationship with any of the candidates for promotion that reasonably could result in an appearance of favoritism or bias:

1. The Chief of Police, or designee;
2. A member of the community chosen by the Mayor;
3. A member of the Police Officer bargaining unit elected by the Police Officer bargaining unit, provided that no Police Officer who applies for promotion to the rank of Sergeant may serve on the oral board for Sergeant, and any Police Officer to be elected must have at least three years' service as a full-time Police Officer in the City of Gahanna;

4. A member of the supervisory bargaining unit elected by the supervisory bargaining unit, provided that no supervisory bargaining unit member who applies for promotional consideration may serve on the oral board, and any such supervisory bargaining unit member to be elected must have at least one (1) year of service in a supervisory rank;
5. One member, to be selected by the Mayor, who is a sworn or retired member of an outside police agency and who holds or held at least a comparable rank to the rank to which promotion is to be made; and
6. The President of the Lodge, or designee.

Where a selection cannot be made under the provisions of paragraph 3 or 4 of this Section because there are no unit members eligible for selection, the Lodge President, or the President's designee, shall nominate three (3) individuals from outside Police Departments who each have the requisite comparable rank and service in the outside agency. From these nominees, the affected bargaining unit shall elect a member to serve on the oral board.

**14.10. Eligibility List.** The final score for sergeant candidates who complete the oral board will be calculated as follows: 20% based on written examination; 60% based on assessment center; and 20% based on oral board score. The final score for lieutenant candidates who complete the oral board will be calculated as follows: 70% based on assessment center; and 30% based on oral board score. An eligibility list shall be developed by the HRD ranking all of the candidates in order of their final scores.

**14.11. Certification List.** When the City determines to fill a vacancy, the Safety Director shall request a certification list from the HRD. In response to this request, the HRD shall certify to the Safety Director for each vacancy a certification list containing the names of the top three (3) ranked candidates on the eligibility list. A certification list for a vacancy in the lieutenant rank may contain two (2) or more candidates.

**14.12. Appointment.** For each vacant position the Safety Director shall appoint one of the top three (3) candidates on the certification list.

**14.13. Time Limits.** The time limits set forth herein may be extended for good cause. However, every effort will be made to adhere to these time limits.

**14.14. Duration of Eligibility Lists.** An eligibility list shall remain in effect for one (1) year from the date the list is established. The Chief of Police may request a six (6) month extension from the Director of Human Resources. At the discretion of the Director of Human Resources, the eligibility list may be extended for an additional six (6) months, for a total of eighteen (18) months. The eligibility list for sergeant will expire at any time during the duration of the eligibility list when there are less than three (3) names on the list. The eligibility list for lieutenant will expire at any time during the duration of the eligibility list when there are less than two (2) names on the list.

**14.15. Indemnification.** The City agrees that it will indemnify and hold the Lodge and its representatives harmless from any claims, actions or proceedings by any bargaining unit member arising from actions taken by the Lodge or its representatives in reliance upon the provisions of this Article to the extent such indemnification is permitted by law.

## **ARTICLE 15 - LAYOFFS**

**15.1. Notice.** Should the City determine that a layoff or job abolishment resulting in a layoff of sworn member of the Division of Police is necessary due to a lack of work or funds, the City shall provide notice to all affected members at least thirty (30) days in advance of the intended effective date of the layoff or job abolishment. The City shall discuss with the Lodge the impact of the layoff or job abolishment prior to notification to the affected members.

**15.2. Order of Layoff.** Provided that all part-time Police Officers are first laid off, the least senior Police Officer in point of service shall be the first laid off within the bargaining units and any layoffs thereafter shall be in reverse seniority.

**15.3. Recall.** A recall list shall be created whenever a layoff occurs. The City shall recall members from layoff according to seniority beginning with the most senior member and progressing to the least senior member. A member shall be eligible for recall for a period of three (3) years from the effective date of the layoff. A laid off member may retain reserve status.

Notice of recall from a layoff shall be sent to a member by Certificate of Mailing, with a copy to the Lodge President. The mailing shall be to the last mailing address provided by the laid off member. The member has the obligation to keep the City advised of his or her current mailing address.

A recalled member shall have twenty-one (21) days following mailing of the layoff notice to report to duty, unless a different date is otherwise agreed to by the City and the member. A member that does not respond within twenty-one (21) days will be removed from the recall list. No part-time Police Officer shall be recalled unless all members who have been laid off are recalled, do not timely respond to the recall notice, or refuse recall by written notice to the City.

## **ARTICLE 16 - ASSIGNMENTS AND SENIORITY**

**16.1 Filling of Patrol Assignments.** All patrol shift assignments (with days off) shall be posted annually from October 1 through October 31 for assignments effective at the beginning of the first pay period after January 1. Shift assignments shall be filled on a seniority basis. Once a member has completed twelve (12) months service with the Division, the member shall be eligible to participate in the annual bidding for patrol assignments. Sergeants in patrol assignments will select assignments by seniority first. Then the non-supervisory member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 16.3. This process will be followed in order of oldest in seniority to youngest in seniority, until all members have selected a patrol shift assignment. Once all members have selected their assignments the bidding process will be complete and considered closed and no changes or rebids will be accepted. Should a member fail to select his or her patrol assignment

in a prompt fashion, the member may be ordered to make his or her selection. Failure to comply with this order forfeits the member's right to make a selection and allows the selection process to proceed to the next less senior member. All shift assignments selected by the members during the bidding period shall be tentative until the close of the posting period, subject to change in accordance with the following:

- A. If a member who would be eligible to participate in the annual bidding returns to a patrol assignment during the posting period, and no member who has selected a shift bid is moved from their patrol assignment, then shift selections beginning with the returning member shall be re-bid in order of seniority.
- B. If a member who would be eligible to participate in the annual bidding returns to a patrol assignment during the selection process, the member shall be given the opportunity to select a shift assignment only from among those remaining. This shall be done on a seniority basis among only those members who have not made their selection. The Division will make a good faith effort to ensure that such members are able to participate in the annual selection process as soon as practical.
- C. If a member who has selected a shift assignment moves to a non-patrol assignment during the posting period and no member is moved to a patrol assignment, then shift selections shall be re-bid in order of seniority beginning with the member's vacated spot.
- D. A member who is on authorized leave and medically unable to perform the duties of his or her assigned patrol assignment as of October 1 shall forfeit his or her right to select a patrol shift assignment unless the member provides documentation to the Chief from the health care provider who certified the member as unable to perform his or her assigned patrol duties, which certifies that the member shall be able to return to the duties of a patrol assignment, without restrictions, on or before ninety (90) days after the effective date of the patrol assignments subject to posting. Provided that the City receives this documentation before October 1, the member shall be permitted to participate in the selection process. If a member is away from work due to pregnancy and/or child birth of the member or the member's spouse, and the member is able to provide as of November 1, documentation confirming a return to work date during the annual shift period being bid for, then the member will be permitted to select a patrol shift assignment, notwithstanding the provisions of this Article.

**16.2 Interim Shift Bidding.** The Chief of Police retains the authority to decide if any shift vacancy will be filled. If the decision is made to fill any vacancy that occurs between the semi-annual posting dates which is reasonably expected to last more than 60 days and which occurs more than 30 days prior to the next posting date the following interim bidding process shall be initiated.

The initial vacancy to be filled and the following two (2) vacancies will be posted, with members being given seven (7) calendar days to respond in writing to the posting. All members eligible to participate in the annual bidding process may participate in an interim bidding process. The most

senior eligible member applying shall be assigned to the initial vacancy. In the event that no eligible member applies for the assignment, the Chief retains discretion to: assign the least senior member from an unaffected shift to fill the vacancy or assign a member who is not eligible to participate in the annual or interim bidding process.

The assignment of the member to the vacated position caused by a member on an authorized leave shall be considered a temporary shift assignment. Where a member's patrol assignment is vacated due to their transfer to a temporary shift assignment, the Chief may fill the vacancy via the interim bidding process. The position of a member assigned to fill any subsequent vacancy shall also be considered a temporary shift assignment. Upon the return of the member whose absence initiated the posting of the initial temporary shift assignment, the member and all subsequent transferees to a temporary shift assignment shall return to their original assignments.

Nothing herein alters the City's right to change a member's shift assignment for operational needs of the Division or to insure the safety of a member of the public. If such a change is made, the Chief will, on the member's request, meet with the member to explain the reason for the change. A member's shift assignment will not be changed for disciplinary reasons.

Approved leave of a member voluntarily accepting a shift assignment as a result of an interim bidding process or return to their original shift assignment as a result of the return of the member whose absence initiated the posting will be subject to review based upon manpower levels and operational needs within the selected assignment. Approved leave of a member whose assignment is changed by the Division for operational need or by appointment to a subsequent vacancy created by an interim bidding process will not be subject to review and will remain in approved status.

In the event a member is reassigned or transferred to a position outside the patrol bureau, creating an interim vacancy in their assignment (i.e. between the annual posting periods) of 30 days or more, the member's vacated position shall be filled using the interim bidding process described above. In the event no eligible member responds to a posting, the Chief retains the same authority to fill the vacancy as described above. Approved leave of members assigned to any such vacancy is subject to the same provisions in the paragraph above.

Shift assignments for K-9 officers will be determined by the Chief. A third shift schedule with Sunday/Monday off will be reserved for a K-9 assignment. A 2<sup>nd</sup> shift schedule with Monday/Tuesday off will be reserved for a K-9 assignment. If a K-9 officer assigned on 2<sup>nd</sup> shift has sufficient seniority to bid on a schedule with Sunday/Monday off, he or she will be permitted to do so.

**16.3. Scheduling Considerations.** The Chief of Police maintains the authority to assign a member:

- (1) Who has less than 12 months of service with the Division
- (2) A member may not be placed in an assignment following completion of their probationary period until an interim shift bid and selection, which reflects the addition of that member, has occurred.
- (3) Who forfeits his or her opportunity to make a shift assignment

- (4) Where the member is restricted under this section from making a shift selection
- (5) Where the member returns to patrol assignment during an annual or interim selection process.
- (6) Where the member returns to patrol assignment, having not participated in the last annual selection
- (7) Where the member on authorized leave and medically unable to perform the duties of a police officer was permitted to participate in the selection process and fails to return on or before thirty (30) days after the effective date of the patrol assignment
- (8) To a subsequent vacancy created by an interim bidding process

**16.4. Filling of Non-Patrol Assignments.** Whenever a vacancy, including a temporary assignment exceeding ten (10) days, occurs in a non-patrol assignment (i.e., in an assignment not specified in Section 16.1), the Department shall post the assignment opening for ten (10) days and shall allow any interested members of the same rank to apply within the posting period. A notice listing all members who respond to each posting shall be posted within 24 hours after the close of the posting period. The Department shall provide notice on the posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill an assignment vacancy. Seniority shall be determined in accordance with the provisions of Section 16.3. For any non-patrol assignment, an applicant must have a minimum of five (5) years of service in a patrol assignment, unless no other applicant is qualified.

**16.5. Detective Bureau Rotation.** Positions within the Detective Bureau shall be subject to rotation. Each position shall be subject to rotation every three (3) years, but may be rotated sooner at the discretion of the Chief of Police. At the end of a rotation, an incumbent may be considered for renewal.

**16.6. Seniority Defined.** Seniority shall be defined as follows:

- A. For Police Officers, seniority shall be the member's length of continuous service as a full-time sworn officer with the Gahanna Division of Police.
- B. For Sergeants and Lieutenants, seniority shall be the member's length of continuous service in his or her respective rank as Sergeant or Lieutenant with the Division. If two of the same rank members are promoted on the same day, the member highest on the eligibility list shall be considered to have greater seniority than the other member promoted on the same day.
- C. Seniority shall be lost upon the occurrence of the following events:
  - (1) Removal for just cause;
  - (2) Resignation, including resignation for purposes of regular retirement, except where the member is re-hired within twelve (12) months;
  - (3) Layoff for a period of time exceeding twelve (12) months;
  - (4) Failure to respond to a notification of recall from layoff; or

(5) Failure to return to work following an authorized leave of absence.

Seniority shall not be lost where a member is reinstated due to the disaffirmance of a removal or layoff.

D. In the calculation of continuous service, the following periods of time, where applicable, will be excluded:

- (1) Unauthorized leaves of absence;
- (2) The period of time between a member's resignation and re-hire, if rehired within one year.

**16.7. Seniority List.** A seniority list shall be kept by the Chief and shall be updated as of May 15 and November 15 of each year. A copy shall be available for inspection in a location designated by the Chief. If two or more members are determined to have the same seniority, seniority shall be determined by use of each member's last four (4) digits of their Social Security numbers, with seniority first to the member with the lowest number.

## ARTICLE 17 - WAGES

### 17.1. Wages.

A. The following straight time wage rate shall be paid to member, by rank, effective January 1, 2019:

( 3.33% increase)

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4
Police Officer	Hourly	\$27.39	\$31.04	\$35.80	\$44.88
	Bi-weekly	\$2,191.20	\$2,483.23	\$2,864.31	\$3,590.10
	Annually	\$56,971.20	\$64,563.89	\$74,472.00	\$93,342.54
Sergeant	Hourly	\$47.54	\$51.60		
	Bi-weekly	\$3,803.37	\$4,128.24		
	Annually	\$98,887.64	\$107,334.24		
Lieutenant	Hourly	\$54.03	\$57.72		
	Bi-weekly	\$4,322.50	\$4,617.61		
	Annually	\$112,385.01	\$120,057.89		

B. The following straight time wage rate shall be paid to members, by rank, effective January 1, 2020:

(3.33% increase)

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4
Police Officer	Hourly	\$28.30	\$32.07	\$37.00	\$46.37
	Bi-weekly	\$2,264.17	\$2,565.92	\$2,959.69	\$3,709.65
	Annually	\$58,868.34	\$66,713.87	\$76,951.92	\$96,450.84
Sergeant	Hourly	\$49.13	\$53.32		
	Bi-weekly	\$3,930.02	\$4,265.71		
	Annually	\$102,180.59	\$110,908.47		
Lieutenant	Hourly	\$55.83	\$59.64		
	Bi-weekly	\$4,466.44	\$4,771.38		
	Annually	\$116,127.44	\$124,055.81		

C. The following straight time wage rate shall be paid to members, by rank, effective January 1, 2021:

(3.34%)

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4
Police Officer	Hourly	\$29.25	\$33.15	\$38.23	\$47.92
	Bi-weekly	\$2,339.79	\$2,651.62	\$3,058.54	\$3,833.55
	Annually	\$60,834.54	\$68,942.11	\$79,522.11	\$99,672.30
Sergeant	Hourly	\$50.77	\$55.10		
	Bi-weekly	\$4,061.29	\$4,408.19		
	Annually	\$105,593.43	\$114,612.82		
Lieutenant	Hourly	\$57.70	\$61.63		
	Bi-weekly	\$4,615.62	\$4,930.74		
	Annually	\$120,006.09	\$128,199.28		

**17.2. Pay Plan Administration.** The following shall apply to advancement from Step 1 to Step 4 in the pay steps.

A. Step 1 shall be a training rate and shall be the hiring rate for the rank except that the City may start a new hire at Step 2 if he/she is currently certified as having completed the Ohio Peace Officers Training Program and has proven law enforcement experience. The City may start a new hire at Step 3 if he/she is currently certified as having completed the Ohio

Peace Officer Training Program and has at least three (3) years proven full time experience with municipal law enforcement.

- B. A member hired in Step 1 or who has been promoted shall be advanced by the Safety Director to Step 2 on the first day following satisfactory completion of twelve (12) months of continuous service at Step 1 in the class to which he/she was hired or promoted.
- C. A member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following satisfactory completion of one (1) year of continuous service in his class at Step 2.
- D. A member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following satisfactory completion of one (1) year of continuous service in his class at Step 3.
- E. The Step advancements as prescribed in this Article shall be mandatory.

**17.3. Pay Period.** All members whose wages are provided by this Contract shall be paid on a biweekly basis (or pay period).

**17.4. Promotional Probationary Period.** A member who is promoted to a higher rank shall be required to serve a probationary period of twelve (12) months following promotion, during which time the member may be returned to his/her previous rank without a showing of just cause.

**17.5. Annual Service Credit.** Members shall receive, in addition to other pay called for herein, an Annual Service Credit payment based on Completed years of service according to the following table:

Effective January 1, 2019:

Years Service	\$
5 through 9 years	\$1,050.00
10 through 14 year	\$1,300.00
15 through 19 years	\$1,550.00
20 or more years	\$1,800.00

Effective January 1, 2020:

Years Service	\$
5 through 9 years	\$1,100.00
10 through 14 year	\$1,350.00
15 through 19 years	\$1,600.00
20 or more years	\$1,850.00

Payment of Service Credit shall be made in a lump sum, in a separate check, and will accompany the second regular paycheck in November of each calendar year. Payment shall be based upon years of active service as a full-time officer or dispatcher in the Division of Police as of the date of payment. For the purpose of this Section, completed active service shall include approved City paid military leave.

**17.6. Shift Differential Pay.**

- A. Shift differential pay shall be paid for any workday in which one-half (1/2) or more of the normal scheduled hours worked occur after 2:00 p.m. and prior to 6:00 a.m., excluding hours in paid status while on approved vacation, sick leave, compensatory time, and off-duty court time hours. Shift differential pay shall be paid for injury leave for scheduled premium hours only.
- B. Shift differential pay shall be paid only for actual hours worked during a workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, except as stated in paragraph A. If a member works overtime hours at the end of a shift for which the member was earning shift differential then the overtime compensation will include shift differential for each overtime hour worked, even if the overtime hours do not occur between 2:00pm and 6:00am.
- C. Shift differential pay will be increased the first of each year following according to the following table:

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Shift Differential	\$1.25/hour	\$1.35/hour	\$1.35/hour

**17.7. Second Language Proficiency Stipend.**

Any member who becomes proficient, or is hired with proficiency, in one of the languages listed below will receive a \$50 per month stipend. The stipend will be paid in the second paycheck of each month.

- Hindi
- Spanish
- Arabic
- Somali
- Russian
- Mandarin Chinese
- Farsi

The Department may add additional languages. The Lodge or any member may make a request in writing to the Chief of Police for adding additional languages. The final decision on whether to add a language rests in the sole discretion of the Chief. To be entitled to the stipend, a member must demonstrate proficiency annually in one of the covered languages by passing a standardized examination to be determined by the Chief and the Director of Human Resources

## **ARTICLE 18 - RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS**

**18.1. Rates.** Notwithstanding the foregoing provisions of Article 17, the rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Demotion (Disciplinary). Whenever any member is demoted within a rank for disciplinary reasons, the member shall be demoted to the step immediately below the step held at the time of demotion. Whenever any member is demoted to a lower rank for disciplinary reasons, the member shall be demoted to the top step in the lower rank.
- B. Demotion (Voluntary). Whenever any member requests and is granted a voluntary demotion, the member's rate of pay shall be at the highest rate in the lower rank which requires the member to take the least reduction in wages.
- C. Promotion. Whenever any member is promoted, he/she shall be advanced to the pay rate applicable to the rank to which promotion is made.
- D. Recall From Layoff.
  - 1. A member who is recalled from layoff shall be reinstated at the same Step as of the date of layoff.
  - 2. A member who is recalled shall suffer no loss of seniority for the time during which the member was laid off, which time shall not constitute a break, in service.
- E. Reinstatement From Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

## **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

**19.1. Definition.** A member's workweek shall consist of forty (40) hours based on either five (5) consecutive eight (8) hour workdays and two (2) consecutive days off or four (4) consecutive ten (10) hour workdays and three (3) consecutive days off. A change in a member's shift which is otherwise permissible under this contract which does not provide the member with the specific number of consecutive work days and/or days off in the week the change occurred, shall not constitute a violation of the consecutive days off requirement as defined above. The wage ranges prescribed in the pay plan at Section 17.1 of this Contract are based upon a normal workweek of forty (40) hours and a work year of 2,080 hours. "Paid status" shall include work hours as well as all hours in pay status while on any approved leave, including holiday, vacation, injury, military, sick leave, and FOP Release Time.

**19.2. Overtime.** Members shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of the scheduled workday (eight or ten hours, as the case may be) or forty (40) in any workweek shall be compensated for at a rate of time-and-one-half

the member's regular rate of pay. Members shall be paid double time for any hours in excess of forty-eight (48) in a workweek for a member working a five (5) day, eight (8) hour schedule and for any hours in excess of fifty (50) in a workweek for members working a four (4) day, ten (10) hour schedule. No member shall be paid for overtime worked which has not been authorized by a supervisor. There shall be no pyramiding of overtime and no overtime on overtime. For purposes of overtime calculation under this Section, workweek means the regular, established payroll workweek and does not refer to the Member's workweek as set forth in Section 19.1 of the Contract.

Overtime for Officers and Sergeants shall be assigned by seniority. When there are two (2) or more applicants, the member with the highest seniority shall be assigned the overtime. When there is a lack of member applicants, the overtime assignment shall be made by inverse seniority with a rotation among the Bureau and rank specific officers. The look back period for consistency in applying a fair and equitable rotation of assignment shall be the past fourteen (14) days for which the data is available at the time of assignment. For calculation of the look back period, voluntary acceptance of overtime shall count as an assignment.

Overtime assignments which are known at least thirty-six (36) hours in advance, such as special events, shall be posted on the division overtime assignment board, for at least 12 hours, for assignment by seniority, unless the overtime is deemed by the Chief, or designee, to be specific to a bureau or function. The notification may be made by electronic format.

Overtime assignments not subject to seniority considerations may be made when the overtime requires specific skills or knowledge or is specific to a Bureau or function as part of a secondary or primary duty assignment or in an emergency situation. Exclusionary functions include, but are not limited to, traffic crash team, crisis negotiator, firearms & defensive tactics or other subject matter instructors, SRO functions, on-going or sensitive investigative processes and SWAT.

Absent emergency operations overtime and combined straight-time work hours shall not exceed the maximums established by Division policy.

**19.3. Seventh Consecutive Day.** When a member working a five (5) day, eight (8) hour schedule is required by a supervisor to work on the seventh consecutive day, and the member has actually worked at least thirty-two (32) hours in the five (5) previous days plus a minimum of three (3) hours in paid status on the sixth consecutive day, the member shall be compensated at a double-time rate of pay for all hours worked on the seventh consecutive day. The seventh consecutive day need not be in the same pay period. This compensation shall also be paid when the seventh consecutive day occurs during the annual shift change. For purposes of this Section, paid training shall be considered time actually worked. When a member volunteers to attend training or work on their seventh consecutive day, the member shall be compensated at time and a half (1.5).

**19.4. Flex Schedule.** Any member who is newly assigned to a non-patrol assignment, excluding a special assignment, may be placed on a flex schedule in which case overtime shall only be paid for hours in paid status over eighty (80) in a two-week pay period. Overtime at time-and-one half the member's regular rate of pay shall be paid for hours in paid status over eighty (80) hours.

Overtime at double-time the member's regular rate of pay shall be paid for hours in paid status in excess of eighty-eight (88) hours.

**19.5. Computation of Overtime Rate.** A member's regular rate of pay for purposes of computation of overtime shall be calculated to include, as applicable, the following:

- A. Straight time hourly rate of pay;
- B. Shift Differential hourly rate of pay;
- C. Annual Service Credit in the manner described here: the Annual Service Credit amount will be divided by 2080 to determine an hourly amount. That hourly amount will be multiplied by .5 and then multiplied by the number of overtime hours worked in excess of 40 hours in paid status in each workweek for the year. A lump sum check for this additional overtime amount will be issued to the member in the second pay period in January. Should the amount of money owed be less than \$5.00, this amount will be combined with the member's regular pay for the second pay period in January.
- D. Working out of rank hourly rate of pay.

**19.6. Call-In Pay/Court Pay.** When a member is called back for work on the approval of a Command Officer or designee for hours not abutting or not concluding within fifteen (15) minutes of the start of the member's regular shift hours the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to members called in to off-duty court appearances, to patrol officers called in to departmental meetings, and to supervisors called in to staff or supervisory meetings. Members who are supervisors may be called in once each pay period for a staff meeting and paid on an hour-for-hour basis at their applicable rate. A member who receives at least two (2) hour's notice prior to scheduled court time that the member will not be required to appear, will not receive court pay.

If a member is given at least fifteen (15) days' advance notice of a call-in for physical fitness testing, health assessment screening, intoxilizer qualification or L.E.A.D.S. testing, then compensation for the time will be on an hour-for-hour basis. A member who is required to be on-call for a court appearance shall receive pay at the applicable rate until the earlier of the following times: (a) the City notifies the member that he/she is no longer required to remain on-call (notification by the City is complete when the City completes a telephone call or delivers a message to the member's residence); or (b) three hours after being on-call, at which time the member is released from on-call status unless notified to the contrary. It is the member's responsibility to make sure that he/she can receive a telephone message relative to on-call status (a telephone answering machine is not acceptable for this purpose).

**19.7. Additional Considerations.** Except as provided in Section 19.3, a member engaged in or required to attend training, schooling or seminars shall be paid at the rate of time-and-one-half the member's regular rate of pay if the member would be placed in an overtime status because of such training, schooling or seminars.

**19.8. Compensatory Time.** Compensatory time off shall be earned or granted to members, at the election of the member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. The maximum amount of compensatory time a member may accrue at any one time is one-hundred eighty (180) hours.

Provided a member gives notice by October 1, a member may elect to cash out not more than eighty (80) hours of compensatory time in the first pay in December of each year. This cash out shall be paid at the rate of pay earned by the member at the time the check is issued. The member must leave at least twenty-four (24) hours of compensatory time in his or her comp time bank at time of cash out.

Upon a member's separation from employment for any reason, all hours of accrued compensatory time shall be paid to the member at the rate of pay in effect at time of the member's separation from employment.

Members must provide a five (5) day notice to their supervisor when scheduling to use compensatory time. Beginning July 15, 2020, members must provide a 48 hour notice to their supervisor when scheduling to use compensatory time.

**19.9. Deviation Pay.** Deviation movement shall not be used to cover casual leave. Any deviation from a member's scheduled work hours on a scheduled work day will require the City to pay the member whose hours of work are changed at time and one-half (1-1/2) of the member's regular rate of pay for each hour of deviation, except as follows:

- A. Where the change is made at the member's request or with the member's consent;
- B. Where the change is a result of a shift change lasting one week or more;
- C. Where the change is a result of the member being assigned to restricted duty;
- D. Where a member is sent to a school conducted by an outside agency, and the school is of more than a 10-hour duration.
- E. Where a member is scheduled for department-wide training that requires a schedule change.

Deviation pay does not apply when a member's hours are deviated from by two (2) hours or less. Deviation pay must be paid and cannot be earned as compensatory time.

**19.10. Application to Special Duty.** Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the City: 1) requires the member be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of the member by a separate and independent employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at his/her option, agrees to be employed on special duty, the hours the member is employed by the separate and independent employer in

law enforcement or related activities shall be excluded by the City in calculation of the hours for which the member is entitled to overtime compensation.

If a member files a Workers' Compensation claim against a private employer which employed the member in a special duty capacity and the claim is denied on the basis that the member was not an employee of the private employer, the City will not contest the member's status as an employee of the City in a subsequent claim filed against the City. This provision does not prevent the City from contesting a claim, where it is the responsible employer, in regard to the nature and extent of the injury claimed.

**19.11. Substitution (Trading of Time).** If a member, with the approval of his or her supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Division is permitted, but not required, to keep a record of the hours of the substitute work.

Members, with the approval of the Chief, and solely at the member's option, shall be permitted to trade shifts with members of the same rank. Approval for shift trades may be reasonably withheld. The request must be in writing and signed by both members.

**19.12. Working Out of Rank Pay.** When a member is working in place of and in the position of a higher ranking person, including a member who serves as Officer-In-Charge (OIC) in a patrol assignment, will be paid hour for hour at the rate of a Step 2 of the higher ranked job, when such position is filled for a period of two (2) or more hours. When a lieutenant is working in place of and in the position of the Deputy Chief, the lieutenant will be paid hour for hour at the rate of \$2.00 per hour and when working in the place of and in the position of Chief, the lieutenant will be paid hour for hour at the rate of \$4.00 per hour, when such as position is filled for a period of two (2) or more hours. The person to work in place of and in the position of a person of higher rank for purposes of this section will be designated by the Chief or designee. Working out of rank pay applies only to wages for actual hours worked and does not apply to holiday pay, vacation pay, compensatory time cash out, physical fitness pay or any other payment to a member even if the payments are made at a time when the member is working out of rank.

**19.13. On-Call Pay.** Members who are required by the Chief, or designee, to be on-call in relation to their assignment (for reasons other than a court appearance) shall receive pay at the rate of \$2.00 per hour for the period that they are designated as being on-call. Members designated to serve in an on-call status must be available and able to report for duty within a reasonable period after receipt of a telephone call directing them to report, and such members are responsible for ensuring that they can receive a telephone call while in an on-call status.

## **ARTICLE 20 - VACATION LEAVE**

**20.1. Vacation Year.** The vacation year for members shall end at midnight on December 31 of each year.

**20.2. Conditions for Accrual.** Each member shall accrue vacation leave by pay period at the annual rate of workdays based on completed years of service as an employee of the City of Gahanna, or other law enforcement agencies, according to the schedules contained in Section 3 of this Article. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed. Proof of full time service with another law enforcement agency must be submitted to the Department of Human Resources within one year of the member's date of hire with the City of Gahanna. The proof of service should include, at minimum, the member's name, dates of service, position title, and verification of full time status written on the letterhead of the law enforcement agency and signed by the appropriate personnel of that agency.

**20.3. Accrual Schedule for Vacation.** The following vacation-accrual schedules are established effective April 1, 2002:

Year of Service	Paid Vacation Hours Per Year
Date of hire, but fewer than 3 years	80 hours
3 years, but fewer than 5 years	88 hours
5 years, but fewer than 10 years	136 hours
10 years, but fewer than 15 years	176 hours
15 years, but fewer than 20 years	200 hours
20 years or more	248 hours

**20.4. Vacation Carry Over.** A member may carry over into the following year a maximum of seven hundred twenty (720) hours of vacation carry-over. Any hours in excess of 720 hours will be forfeited at year end

**20.5. Vacation Cash Out.** Provided a member gives notice by October 1, a member may elect to cash out not more than eighty (80) hours of vacation time in the first pay in December of each year. The member must have a minimum of one hundred eighty (180) vacation hours in the member's vacation bank after electing to cash out.

**20.6. Additional Considerations**

- A. A member who is to be separated from the City service through removal, resignation, retirement, or layoff and who has unused vacation leave to his or her credit, shall be paid in a lump sum for such unused vacation leave.
- B. When a member dies while in paid status in the City service, any unused vacation to his or her credit shall be paid in a lump sum to the surviving spouse, or, secondarily, to the estate of the deceased.
- C. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police or his/her designee.
- D. Vacation leaves may be taken in multiples of one half (1/2) hour.
- E. More than one member may be on vacation leave at one time.

- F. Where a member is required to report to work during any authorized vacation leave, the member shall receive two (2) times his or her regular rate of pay for each hour of canceled vacation leave.

**20.7. Annual Vacation Bidding.** Each member will be granted two (2) annual time off requests, which may include any combination of accrued vacation, personal, or compensatory leave, on the basis of seniority. All annual requests will be submitted by November 10<sup>th</sup> for the following year. All annual requests will be finalized by December 24 of each calendar year. An approved annual vacation will not be cancelled unless a law enforcement emergency necessitates that all personnel be present in order to ensure safety of the public. For purposes of this section, seniority is defined as date of hire as a police officer with the Gahanna Division of Police.

**20.8. Red-Line Days.** In conjunction with the annual vacation bid process, the Chief of Police will designate no more than ten (10) dates for which vacation and other leave will be unavailable, generally, to all members. Thereafter, as emergency circumstances arise, the Chief may designate additional dates for which vacation and other leave will be unavailable to all members; provided, if a member's vacation or other leave had been previously approved, the member's leave shall not be subsequently denied unless all members are required to report for duty on the designated date due to the existence of a law enforcement emergency necessitating that all personnel be present in order to ensure the safety of the public.

## **ARTICLE 21 - EQUIPMENT AND ALLOWANCE**

**21.1. Initial Issue.** Upon appointment, each member shall be provided all necessary uniforms and equipment (summer and winter) by the City.

**21.2. Required Uniforms.** All required uniforms, leather and equipment shall be fully furnished by the City and shall be replaced by the City with equal quality/style/design replacements, as needed, on a trade-in basis.

**21.3. Annual Clothing Allowance for Non-uniformed Members.** The City shall furnish a non-uniformed member assigned to detective assignments, One Thousand Dollars (\$1000.00) each year.

**21.4. Damaged Uniform Parts or Equipment.** Members shall be allowed to turn in clothing and uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the City with equal quality/style/design replacements at no cost to members, except where the damage was caused by the officer's negligence. This section shall not apply to cruisers, bikes or motorcycles. This Section shall apply to the officer's special personal equipment, the use of which is authorized in writing by the Deputy Chief or the Chief of Police.

**21.5. Damaged or Lost Personal Property.** Personal property which is damaged or lost in the line of duty will be repaired or replaced by the City at no cost to the member, except where such damage or loss was caused by the officer's negligence. Damaged items shall be turned in to the City. The following rules will apply: \$250.00 maximum per personal item damaged or lost and a maximum of \$500.00 for any incident. For damage to a personal cell phone, the city will pay the

lesser of the member's deductible amount if the member carries insurance on the cell phone or the replacement cost up to a \$500 maximum. If the item is a personal weapon (including a backup weapon or rifle) or prescription eyeglasses, then the maximum limits will not apply. The City's contribution toward replacement or repair of prescription eyeglasses will be offset by the amount available to the member for recovery for lost or damaged eyewear under the City's group vision insurance provided under this contract. An A/I Report will accompany all requests for reimbursements under this Section. In order to be covered for reimbursement under this section, the personal property must be of a kind customarily worn or used in performing the job or related job activities. Members are encouraged to seek pre-approval from the Deputy Chief or the Chief if there is a possible doubt as to the applicability of this section to specific items.

## **21.6. List of Uniforms and Equipment;**

A. The following uniform items, equipment and services shall be provided by the City to members:

Pants (5), plus one (1) pair khakis  
L/s Blue Shirt (5)  
S/s Blue Shirt (5), plus one (1) polo with logo  
Turtlenecks (Blue) - (6) (for uniformed assignments only)  
Pants Belt – Nylon  
T-Shirts (5) (blue)  
Boots (2)\*  
    1 - Winter (Thinsulate & Waterproof)  
    1 - Summer (or Shoes)

\*In lieu of winter boots member may choose two (2) summer boots or shoes

1 – Gortex Jacket w/removable liner (or equivalent)  
Patches (as required for uniforms)  
Duty Gloves – (1) – hatch; Friskmaster Fm2000 (or equivalent)  
Winter Gloves – (1) – hatch, Mt25 (or equivalent)  
Dress Hat  
Winter Hat (1) or Toboggan  
Rain Coat – (1)  
Tie (2)  
Tie Bar/clasp (1)  
Body Armor (1) –Threat Level 3a, 2, 2a  
Body Armor Covers – (2)  
Name Plate – (2)  
Badges/breast shield (2)  
Wallet Badge (1)  
Hat Badges – (1)  
Badge Holder – (1) – Belt  
Traffic Safety Vest – (1)  
Equipment Duty Bag – (1)  
Citation Holder – (1)  
Report Organizer – (1)

Compact Flashlight  
Flashlight Holder – for belt light (1)  
D-rings – (1)  
Belt Keepers (as needed)  
Whistle – (1)  
Whistle Chain – (1)  
Duty Belt – (1)  
Underbelt – (1)  
Duty Holster – (1)  
Gun (1) Duty (see Section 21.11 of this Contract)  
Magazines - (3)  
Duty Ammo  
Magazine Pouch – (1)  
Handcuffs – (2)  
Handcuff Case – (1)  
Oc/chemical spray (1) (w/certification, upon request)  
Oc/chemical spray case (1) (velcro release)  
Portable Radio and Holder  
Remote/shoulder Walkie Mike– (1)  
Collapsible Baton – (1)  
Collapsible Baton Holder – (1)  
Id – (1)  
Id case/wallet – (1)  
Collar/epaulette Brass – (2)  
Cloth Rank Insignia (as required for garments)  
Serving Since Pin – (1)  
Specialty Pins (as required by assignment)  
Alterations (as required for garments)  
Repairs (as required for garments/equipment)  
Police Academy Uniforms/clothing  
Notebooks and Note Pads  
Paper  
Pens and Pencils  
Taser  
Taser Holster  
External vest carrier with carrier pouches by seniority as budget allows

B. A member regularly assigned to bicycle duties shall receive the following additional uniform items and equipment provided by the City:

Bike pants - 5  
Bike shorts - 5  
Bike shirts - 5  
Bike gloves - 1 pair  
Bike safety helmet - 1  
Bike riding glasses - 1

Bike protective head gear  
Uniform Jacket (1)  
Waterproof Riding Coat

**21.7. Dry Cleaning.** Members shall be entitled to have their uniforms dry cleaned. Each member may have no more than ten (10) uniform items cleaned each week, at no cost to the member. Uniform items for non-uniformed members shall be defined as items of regular work clothing. The City shall designate the dry cleaning service where uniforms are to be cleaned for the provision of such services.

**21.8. Termination.** Upon employment termination, members shall return to the City all uniforms and equipment furnished by the City.

**21.9. Range Ammunition.** Subject to availability, each member may receive, at no cost to the member, up to one hundred (100) rounds of ammunition and up to twenty (20) shotgun shells and/or rifle shells per month for use at the Gahanna Division of Police's range or at another location approved by an immediate supervisor. The member shall sign for ammunition received. Unused ammunition may not be carried over or credited to a later month, and may be removed from the Division of Police's range or from another location, upon prior approval by an immediate supervisor.

**21.10. Safe Equipment.** The City shall furnish and maintain, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

**21.11. Firearm.** The Division issued firearm will be determined by the Chief. Effective January 1, 2019, all newly hired members must carry the Division issued handgun. Effective December 31, 2021, all members must carry the Division-issued handgun. Any member issued a firearm by the Division must carry it as a duty weapon. Should the Chief modify the Division issued handgun, members may purchase their current service handgun for \$100. Any member who maintains employment with the City for twenty (20) years or more shall be allowed, upon separation from employment, to purchase his or her Department-issued handgun for one dollar (\$1.00), provided the member has carried the handgun as a duty weapon for at least eight (8) years.

## **ARTICLE 22 - HOLIDAY PAY and HOLIDAY LEAVE**

### **22.1. Annual Pay and/or Compensatory Time.**

Effective January 1, 2011, Members will receive one hundred and twenty-eight (128) hours for holiday pay pursuant to Section 22.3. These hours will be disbursed as follows:

1. 64 hours of pay or time will be distributed in a current member's second paycheck in January and 64 hours of pay or time will be distributed in a current member's second paycheck in July.

2. Holiday Pay may be taken as either pay, holiday leave or a combination of both, as directed by the member.

Any pay received will be at the rate which the member is earning at the time the check is issued. A separate check will accompany the regular pay check.

**22.2. Pro-rated Time.**

- A. If a member separates from the City, the time left in that calendar year for unpaid holiday pay shall be reimbursed to the City at the wage rate which the member was earning in January of that year. This reimbursement will be made through a deduction in the final paycheck received by the member. Any such reimbursements due the City will be paid first before any voluntary deductions authorized by the members are paid.
- B. If a member joins the Division, the amount of holiday time in hours left in the calendar year shall be offered to the new member using the same option as in Section 22.1.

**22.3. Schedules and Amounts.**

<u>Hours in Bank</u>	<u>Holiday</u>	<u>Overtime Rate</u>
10.67	New Year's Day	2 ½ times
10.67	Martin Luther King Day (3 <sup>rd</sup> Monday in Jan.)	2 times
10.67	Presidents' Day (3 <sup>rd</sup> Monday in February)	2 times
10.67	Easter Day	2 ½ times
10.67	Memorial Day (Last Monday in May)	2 ½ times
10.67	Independence Day (July 4 <sup>th</sup> )	2 ½ times
10.67	Labor Day (1 <sup>st</sup> Monday in September)	2 ½ times
10.67	Columbus Day (2 <sup>nd</sup> Monday in October)	2 times
10.67	Veterans' Day (November 11 <sup>th</sup> )	2 times
10.67	Thanksgiving (4 <sup>th</sup> Thursday in November)	2 ½ times
10.67	Christmas Eve (December 24 <sup>th</sup> )	2 ½ times
10.67	Christmas Day (December 25 <sup>th</sup> )	2 ½ times

The rates stated above are for the purpose of computing the annual holiday pay and/or comp-time bank described in Section 22.1, above. Time actually worked on a holiday is treated as time worked on any non-holiday and is therefore paid in accordance with Article 19 except that overtime actually worked on a shift which began on a holiday listed above will be paid at the rate shown for that holiday and overtime actually worked on a holiday where the shift began before the holiday will be paid at the overtime rate for non-holidays in accordance with Article 19. Nothing in this Agreement is to be construed as permitting the pyramiding of overtime or overtime on overtime.

**22.4. Special Holidays.** For any special holiday proclaimed by the Governor or Mayor, the City shall either afford members time off with eight hours or ten hours pay, depending on the member's normal scheduled workday, or, if the member is required to work the holiday, compensation at

double-time for all hours actually worked. Compensation for paid time off under this section may be taken as pay or compensatory time off.

**22.5. Holiday Leave.** Employees will have a holiday leave account. Hours will be added if the employee chooses to receive holiday pay as holiday leave and from the accrual listed in 22.6. A member may carry over into the following year a maximum of forty (40) hours of holiday carry-over. Any hours in excess of forty (40) will be paid out to the member. Employees may request to use holiday leave for absence due to personal reasons, such as family emergencies, unusual family obligations, weddings, religious holidays or any other matter of a personal nature. Holiday leave may not be used on a holiday and/or special event when an employee is scheduled to work. Holiday leave approval is subject to operational need.

## **ARTICLE 23 - INSURANCE**

### **23.1. Medical Insurance.**

**A.** The City will continue to provide comprehensive hospitalization, surgical, major medical, and additional physicians' service coverage with the City paying all of the monthly premium for single and family coverage, except for the member contributions set forth below:

Plan Options	Preferred Provider Plan 1	Preferred Provide Plan 2
	15%, 10%, 6%	50% of the Plan 1 Cost

The member will pay no more than a 10% increase in insurance premium per year.

Members and their covered spouse shall have the option of participating in the City's wellness program. Participation shall be defined as completion by the member and the spouse of the following: the annual Health Risk Assessment; the annual Biometrics Screening; and signing the annual participation agreement. If an employee or covered spouse uses an authorized outside testing facility to accomplish the Biometrics testing, the employee or covered spouse may self-report items for which the outside testing facility does not test. Participation shall also entail the member participating in an educational activity (to include attendance of the annual City Health Fair, attending an Open Enrollment Session or the viewing of two wellness webinars as approved by the City's Human Resources Department). The member or covered spouse may participate in viewing of the two wellness webinars to meet this wellness requirement. Participation shall also include a screening of member and spouse for the presence of nicotine. Test results of 2.0ng/ml or higher for nicotine or a level of cotinine at 20.0ng/ml shall constitute a positive result. Members shall be afforded time to complete the requirements while on duty. Any activities a member is required to perform off duty are subject to call in pay, unless the member had the opportunity to meet the requirements for participation on duty and opted not to do so.

The member portion of the monthly medical insurance premium shall be determined as follows:

**Single Only Coverage**

**15%:** Member does not participate in the wellness program

**10%:** Member participates in the wellness program and tests positive for nicotine

**6%:** Member participates in the wellness program and does not test positive for nicotine

**Family Coverage**

**15%:** Neither member nor the covered spouse participates in the wellness program or Member participates in the wellness program and tests positive for nicotine, but the covered spouse does not participate in the wellness program

**10%:** Member and covered spouse participate in the wellness program and one or both test positive for nicotine or Member participates in wellness program and does not test positive for nicotine, but the covered spouse does not participate in the wellness program

**6%:** Member and covered spouse participate in the wellness program and neither test positive for nicotine

A reasonable alternative may be offered to members and their covered spouses if they test positive for nicotine. Upon successfully completing the requirement of the reasonable alternative, the member may request reimbursement of premiums paid at the higher rate.

New Hires: A member newly hired by July 1<sup>st</sup> of any calendar year is eligible to participate in the wellness program on the same basis as any other member. A member newly hired on July 1<sup>st</sup> or after of any calendar year shall pay 15% premium contribution, unless the member agrees to timely participate in the wellness program, in which case the newly hired member shall pay 6% until the following calendar year.

**B. Prescription Drugs.** Prescription drug coverage will be provided as specified in the Summary Plan Description.

**C.** Physician services, hospital services, prescription drug coverage and other services as detailed in the Plan booklet are to be provided to all covered members.

**D.** Cost Containment.

1. The Plan utilizes a Hospital Utilization Review which requires a Pre-Admission Certification for all in-patient hospital admissions as detailed in the Plan booklet. Failure to comply will cause a non-compliance penalty.
2. Second surgical opinion details are provided in the Plan booklet.
3. In the event that the Central Ohio Health Care Consortium Plan (“PPO”) or another provider of same or similar coverage is no longer available, the parties will meet to bargain over possible replacement coverage.

**23.2. Wellness Tool Incentive.** Each member covered by the group medical insurance program described will be entitled to up to a maximum of \$400.00 each year as reimbursement for or payment for certain wellness-related expenses for the member and covered spouse as set forth in the City's Wellness Tools Incentive Program. Wellness-related expenses and incentives covered by the program are detailed in the wellness participation agreement; a copy will be provided to all members.

All services, programs, or items for which a member seeks reimbursement or payment under the Wellness Tool Incentives Program must have been obtained and completed on or before the member's last day of paid, active employment with the City. Also, reimbursement or payment under this program, the services, programs, or items must be completed or obtained by December 31 and request for reimbursement or payment must be submitted by the first Friday in January of the following year. Members will not be reimbursed for any portion of a payment for services, programs, or items not obtained or completed by December 31 and not submitted to the City for reimbursement on or before the first Friday in the following January. All reimbursement and payment under this program are subject to applicable federal, state and local taxes.

**23.4. Waiver of Coverage.** Members who waive comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug coverage shall be paid an annual amount of \$1,200.00. Members who waive for his/her spouse comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug in favor of single coverage shall be paid an annual amount of \$600.00. Members may elect such waiver(s) annually at the time of enrollment. Members shall be paid one-half (1/2) of their waiver(s) amount due by July 1 of the year waived and the remaining one-half (1/2) shall be paid by December 31 of the same year. Members waiving coverage shall provide proof of coverage for such person waived.

**23.5. Dental Insurance.** The City will continue to provide, at no cost to the member, a fully-paid dental insurance plan to cover the member and his or her family at least equivalent to that plan which is in effect on December 31, 2015.

**23.6. Life Insurance.** The City will continue to provide fully-paid life insurance for members in an amount equal to twice the member's annual wage rate or one hundred thousand dollars (\$100,000.00), whichever amount is greater, on the life of each member with a provision for double that coverage in the event of accidental death or dismemberment. The maximum benefit amount shall be \$220,000.00 as defined by the current Life Insurance Policy.

**23.7. Vision Insurance.** The City will provide, at no cost to the member or their family, a fully paid vision care insurance plan to cover the member and his family.

**23.8. Flexible Spending Account/ Dependent Care Account.** Members shall be eligible to contribute to IRS flexible spending accounts with pre-tax dollars. Such spending accounts shall comply with all IRS regulations.

**23.9. Modifications.** The City agrees to meet and discuss any proposed modifications in the insurance plan or change of carrier prior to the time any modifications or changes of carrier would be implemented.

**23.10. Patient Protection and Affordable Care Act (PPACA).** Recognizing that final rules and regulations under the Patient Protection and Affordable Care Act of 2010 could require changes in benefits and/or administration of the group coverage provided under this Article, the City and the Lodge agree to meet and discuss steps needed to implement the required changes.

**23.11. New or Additional Health Insurance Options.** The City will offer the two plan options in 23.1(A) for the duration of this contract, however if during the term of this Agreement the City makes available a new or additional health insurance option for which the members would be eligible, the members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan

#### **ARTICLE 24 - SICK AND INJURY LEAVE**

**24.1. Sick Leave Entitlement.** Each member shall be entitled to sick leave with pay as established in Section 24.2. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the member's credit on the basis of one hour for each hour of absence from previously scheduled work.

Each member shall start accruing sick leave at the appropriate rate listed below upon their date of hire with the City of Gahanna. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed.

**24.2. Sick Leave Accumulation.** Members shall accumulate sick leave at the following rates:

<b>Years of Service</b>	<b>Sick Leave Hours Per Year</b>
Date of Hire through 5 years	120 hours per year
6 years through 10 years	130 hours per year
11 years through 15 years	140 hours per year
16 years or more	150 hours per year

**24.3. Sick Leave Usage.** Members may use sick leave, upon approval of the Police Chief or designee, for the following reasons:

- A.     Sickness of the member.
- B.     Injury to the member, except where injury leave may apply.
- C.     Medical, dental or optical consultation or treatment of the member, providing the person rendering such treatment is licensed to practice his/her profession by the State of Ohio.

- D.     Sickness of a member of the immediate family, whether or not the family member is living in the member's household.
- E.     For the purpose of interpreting this Section, pregnancy shall be considered to be sickness entitled to the same benefits as any other such leave, except that when a pregnant member resigns, she shall be paid for her accumulated sick leave in the same manner as any other member as provided in Section 24.4.
- F.     In the event of quarantine because of contagious disease, or because of known contact with such disease, the Police Chief or his/her designee shall require a doctor's certificate before paying any member sick leave under the provisions of Subsection F.
- G.     A doctor's certificate may be required by the Chief or designee for any absence permitted by this Section of the Contract, and shall be required for all absences of more than five (5) consecutive work days.
- H.     Sick leave may, at the discretion of the member, be charged to vacation leave, but any such vacation leave will be considered used for sick leave for purposes under Section 24.4.
- I.     No sick leave with pay shall be accredited or allowed except that which is accredited for service as an employee of the City of Gahanna.
- J.     Sick leaves may be taken in multiples of one half (½) hour.

**24.4. Sick Leave Controls.** The City may require a member to furnish a satisfactory signed statement from a health care provider to verify the need for sick leave.

The City recognizes that legitimate illness can cause absence from work. However, where use of sick leave is excessive or demonstrates a pattern of use causing suspicion of abuse, such as repeated use in connection with other days off, or extended time off for sickness without adequate explanation, then the frequency of use is a factor which the City may consider in determining whether a member has abused sick leave.

**24.5. Cash Payments for Sick Leave Credit.** Members shall, at the time of their retirement or resignation in good standing, receive payment based on the members' rate of pay at retirement or resignation for 60% of the accumulated sick leave up to a maximum of 1200 sick leave hours. After 1200 hours, payment shall be at 25% of accumulated sick leave. Payment under this Section shall be as provided in Ohio Revised Code Section 2113.04. All severance pay shall be paid at the member's current rate of pay. In the event a member dies as a direct result of injury sustained in the course of his employment, the member's spouse, or, secondarily, his or her estate shall be paid on an hour-for-hour basis for his/her unused sick leave.

Payment under this Section shall be as provided in Ohio Revised Code Section 2113.04. All severance pay shall be paid at the members' current rate of pay. In the event a member dies as

direct result of injury sustained in the course of his employment, the member's spouse, or secondarily, his or her estate shall be paid on a hour-for-hour basis for his/her unused sick leave.

**24.6. Injury Leave With Pay.** A member shall be allowed injury leave with pay for each service connected injury, according to the provisions of this Section. A member shall be eligible for injury leave for a period not to exceed six (6) calendar months (1040 work hours). Additional increments of thirty (30) calendar days of injury leave may be granted at the discretion of the Safety Director, up to six (6) additional calendar months (1040 work hours), for a maximum total of twelve (12) calendar months (2080 work hours) of injury leave. Once a member returns from injury leave to full or restricted duty, subsequent time off from work for medical appointments or prescribed physical therapy caused by the service-connected injury and which occur during the member's scheduled shift hours will qualify for injury leave pay provided the member has injury leave time still available. The injury leave pay will be for no more time than the scheduled work time missed to commute to and from the appointment and to attend the appointment, but will not exceed four (4) hours for each appointment, unless specific circumstances justify approval of additional time. The member will make a good faith effort to schedule appointments outside of his or her regular shift hours and, failing that, to schedule appointments in a way that causes the least possible disruption to department operations.

**A. Member's Responsibilities.**

A member must report each service connected injury to his or her immediate supervisor within twenty-four (24) hours of such injury, provided that the member is not incapacitated from making such a report. In the absence of the member's immediate supervisor, the injury may be reported to any on-duty supervisor. The member must complete and submit to the Director of Human Resources an Injury/Accident Report. In addition, the member must pursue a claim for workers' compensation benefits. Should the City require the member to be examined by a qualified physician, other than the member's own personal physician, for purposes of determining whether injury leave is warranted or, if approved, whether injury leave should be continued, the member shall cooperate by submitting to such an examination and by authorizing the release of appropriate medical reports to the City.

**B. Injury Leave Approval.**

The Injury/Accident Report signed by the member's immediate supervisor (or supervisor on duty) and the Chief, or designee, and the related documents provided to the member by the City in the "Injury Reporting Kit" shall be submitted to the Director of Human Resources within three (3) work days of the date of the injury. Where it is determined by the Safety Director that the injury was sustained by the member while in the performance of the member's duties, and prevents the member from working his or her regular duties, the member shall be placed on injury leave. Should the member be approved for injury leave by the Safety Director, but workers' compensation coverage is later denied, any past injury leave pay will be allocated to the member's available leave balances, consistent with City policy, or reimbursed by the member to the City if the member's leave balances are not adequate to cover the approved injury leave.

**C. Restricted Duty.**

If a member on injury leave is approved for restricted duty by a physician, the City may place the member in a restricted duty assignment in the Division of Police, if Division management determines that there is available restricted duty work consistent with the member's medical restrictions. Restricted duty work may be assigned to a member outside the Division of Police when the following conditions have been met:

1. Before assigning a member to restricted duty outside the Division of Police, the Division will provide at least thirty (30) and not to exceed ninety (90) calendar days of restricted duty within the Division of Police to the member, or in the event more than one member has been released from injury leave to restricted duty, to the member who was first released. So long as at least one member is being afforded restricted duty in the Division of Police, then subsequent members released for restricted duty can be assigned outside the Division.
2. Once a member has been afforded at least thirty (30) calendar days of restricted duty in the Division of Police, he or she can be assigned outside the Division.
3. Restricted duty assignments, whether in or out of the Division of Police, will be consistent with the member's medical restrictions.
4. When a member is assigned to restricted duty outside the Division of Police, the City will document that the assignment is being made at the direction of Division of Police management, that the duties assigned are considered to be the member's official duties for the duration of the assignment, and that the member remains under the supervision of the Division of Police chain-of-command, although his or her daily work will be directed by management in the department to which the member is assigned.
5. No restricted duty assignment will extend beyond ninety (90) calendar days unless an extension is granted by the City. If a member remains unable to return to full duties after ninety (90) calendar days or any granted extension, the member will return to leave status.
6. In the event work is assigned outside the Division of Police in accordance with Section 1 above, assignments may be outside the Division of Police to available administrative or clerical work in other City departments. The City may assign members to non-administrative or non-clerical work outside the Division of Police only after surveying the other City departments and finding that there is no available administrative or clerical work required by City department directors for their departments. In such cases, non-administrative or non-clerical type work may be assigned to members, but under no circumstances shall such work involve work that requires either heavy physical labor or work involving the use or operation of any heavy equipment.

**D. Reclassification Option.**

If the member is injured to the extent that he or she is unable to perform his or her regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available within the City, the Department Head to whom the member will be assigned upon his or her return will submit a statement of the member's new duties to the Civil Service Commission, and the Commission, after due investigation will classify the job and recommend a pay range to the City, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured member elects to return to work, he or she shall be employed in the new classification, and at the appropriate rate within the range for that class. If the member is able to resume his or her former duties within the Division of Police at any point or time within one (1) year of being assigned to a new classification and pay range, the member shall be restored to his or her previous rank at the Step at which the member was paid when the injury occurred. This provision does not require the City to create work or otherwise provide work or create a job where none exists.

**E. Coordination of Injury Leave and Workers' Compensation Benefits.**

A member who receives injury leave cannot receive and retain Workers' Compensation temporary total wage benefits for the same period of time, arising out of the same injury.

**F. Termination of Injury Leave.**

Should a member's workers' compensation claim for temporary total wage benefits be initially granted, but thereafter denied, at any stage in the appeals process within the Bureau of Workers' Compensation, the Industrial Commission and court, injury leave shall be subject to termination by the City. The City may also terminate a member's injury leave where the member has been determined by the Bureau of Workers' Compensation/Industrial Commission to reach Maximum Medical Improvement or if the member has been released for full duty or for light duty that the City offers consistent with the terms of Section 24.6(C).

**G. Grievance Challenging Denial of Injury Leave Due to Workers' Compensation Denial.**

A member may grieve a denial of injury leave due to denial of Workers' Compensation temporary total benefits, but such grievance can only be pursued after all available appeals through the Bureau of Workers' Compensation, the Industrial Commission and court have been exhausted. Pending arbitration of a member's grievance, any readjustment or repayment of injury leave shall be deferred, unless the member and the City mutually agree otherwise. However, if the initial determination is to deny workers' compensation temporary total benefits, injury leave will be denied from the beginning of the leave.

**24.7. Special Major Medical Leave.** For all members with ten (10) or more years of service, a period of nine (9) months at one-half pay will be provided for special major medical leave. "Major Medical" shall be defined as: Any and all circulatory diseases (including, but not limited to stroke or heart attack), paralysis, and loss of sight. Major Medical may be used after other benefits from Article 24 have been used. A member who receives special major medical leave cannot receive

and retain Workers' Compensation temporary total wage benefits for the same period of time, arising out of the same injury.

**24.8. City Medical Examination Concerning Use of Sick Leave or Major Medical Leave.** The City reserves the right to designate a qualified physician to determine whether a member's condition qualifies the member for receipt of sick leave or special major medical leave. If the member disagrees with the determination of the City-appointed physician, the member may submit an examination report from his or her personal physician. If the opinion and conclusions of the City-appointed physician and the member's personal physician differ, the member shall submit to an examination by a practitioner mutually appointed by the City and the Lodge, within thirty (30) days of the member's submission from his or her personal physician. The opinion and conclusion of the third party practitioner shall be binding. While waiting for the third practitioner's report, the member will be placed on paid administrative leave. Once the third party practitioner makes a determination, the member's pay status for the time awaiting that determination will be adjusted accordingly.

**24.9. Family and Medical Leave.** Members will be allowed leaves and other rights as required by the federal Family and Medical Leave Act. Any paid or unpaid leaves provided by this Contract which are used for purposes that also give rise to the right to FMLA leave will be credited against the time available to the member under the FMLA. Members on FMLA leave must exhaust available paid time off, except that a member may reserve and retain up to eighty (80) hours of accrued but unused compensatory time, rather than have these hours credited toward FMLA use. It is recognized that members, in appropriate circumstances, may preserve their employment status with the City when FMLA leave has been exhausted. After a member has exhausted all paid time off and Family Medical Leave, the member will be given the option to elect COBRA coverage for purposes of continuing medical, dental and vision insurance.

**24.10. Voluntary Leave Donation Program.** The following voluntary leave donation program is established:

- A. A member may donate paid sick leave to a fellow member in order to assist a member in critical need of leave due to an extended serious illness or injury of the member, or if the member is needed to care for the member's spouse and/or the member's immediate family member due to an extended serious illness or injury.
- B. A critical need of leave due to an extended serious illness or injury "for purposes of this program is a leave that requires absence from work of more than fifteen (15) consecutive work days and that, in the case of the member's own illness or injury, renders the member unable to perform his or her job duties."
- C. A member may donate leave earned from the City as follows:
  - (1) The first sixteen (16) hours donated shall be vacation leave. If the donor does not have accrued vacation time, this requirement will be waived or reduced. Thereafter, sick leave can be donated;

- (2) The donor voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned since the sick leave is donated on an as needed basis;
- (3) The donor donates a minimum of four (4) sick leave hours;
- (4) The donor retains a combined sick leave balance of at least two hundred and forty (240) hours of sick leave from the City after deduction of donated hours; and
- (5) The donor does not donate more than eighty (80) hours of sick leave in one calendar year.

D. For a member to receive donated leave at his or her regular rate of pay, up to the number of hours the member is scheduled to work each pay period, the following conditions apply:

- (1) Has an extended serious illness or injury, as previously defined, or has a spouse or immediate family member with an extended serious illness or injury, as previously defined, and provides written documentation from his or her health care provider certifying the serious illness or injury;
- (2) Has no sick leave, Injury and/or compensatory leave balances and has exhausted all vacation leave, except that a member may reserve up to forty (40) hours of vacation leave;
- (3) Has no active disciplinary record regarding sick leave abuse;
- (4) Has applied for any paid leave and/or workers' compensation benefits program for which the member is eligible, provided that a member who has applied for these programs may use donated leave to satisfy the waiting period for such benefits;
- (5) After the waiting period for the workers' compensation program has expired, donated leave may be used to supplement up to forty percent (40%) of the member's regular bi-weekly pay. The member may not receive more than he or she would have received in a regular pay period from workers' compensation benefits and leave donation, less applicable deductions. If the member is not eligible to receive workers' compensation benefits, the member may not receive more than he or she would have earned in a regular pay period from leave donations, less applicable deductions. No reimbursement for any overtime that the member may otherwise have earned is to be made to the member;
- (6) A member who wishes to donate sick leave must agree to the above conditions and complete a City Donor Application Form. This form shall be available in the Chief's office, or otherwise made available to members. Subject to the Chief's approval, the form shall be forwarded to the Director of Human Resources. Provided the donating member and the intended recipient meet all of the requirements outlined in this section (24.10), the Chief shall approve up to 320 hours of leave donated under this program. Thereafter, any donation made to the member may be approved or denied by the Chief of Police on a case-by-case basis. No member may be forced or coerced into donating sick leave for a fellow member;
- (7) The donation of sick leave under this program shall occur on a strictly volunteer basis. With the permission of the member who is in need of leave, the Human Resources Director may inform members of a member's need for leave.

- (8) Members are prohibited from offering or receiving payments, remuneration or compensation of any kind, directly or indirectly, to another member as an inducement for donating leave.
  - (9) Receipt of privately paid insurance will not adversely impact rights under this article.
- E. The leave donation program shall be administered on a pay-by-pay period basis. Members using donated leave shall be considered on active pay status, and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.
  - F. Leave accrued by a member while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.
  - G. Donated leave shall not count towards completion of a member's initial probation period, if received during his or her initial probationary period.
  - H. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit at any time, including at the end of employment.
  - I. Eligibility to receive donated leave shall cease upon any of the following occurrences:
    - (1) Certification from the member's health care provider that the extended serious health condition which necessitated the leave donation is no longer applicable;
    - (2) A member's application for service or disability retirement is approved;
    - (3) Death of the member or of the affected family member; or
    - (4) Exhaustion of all available donated leave.

**24.11. Personal Emergency Leave (PEL).** In January of each year, a member may convert a maximum of sixteen (16) hours of sick time to personal emergency leave (PEL). PEL may be used without restriction relative to staffing levels, and subject to the following conditions:

- A. PEL may be taken at the discretion of the member in no less than 4-hour increments.
- B. PEL must be requested at least two (2) hours prior to the start of the member's scheduled duty hours.
- C. PEL is limited to two members per shift on any day and will be approved on a first come-first served basis.
- D. PEL shall not be approved during a state of emergency, on Thanksgiving Day, Christmas Day, or New Year's Day, or on any day that has been designated as a "no leave" day in accordance with Section 20.8.
- E. PEL that is not utilized during a calendar year is forfeited; and, no member is entitled to payment for unused PEL upon separation from employment.

## **ARTICLE 25 - SPECIAL LEAVES**

**25.1. Jury Duty Leave.** A member, while serving on a jury in any court of record, will be paid his/her regular salary for each of his/her workdays during the periods of time so served. Time so served shall be deemed active and continuous service for all purposes.

**25.2. Examination Leave.** Time off with pay shall be allowed members to participate in Gahanna Civil Service tests or to take a required examination pertinent to their City employment, before a State or Federal licensing board.

**25.3. Court Leave.** Time off with pay shall be allowed members who are required to attend any court of record as a witness for the City in civil matters.

**25.4. Military Leave.**

- A. Paid Leave. Sworn officers of the Division of Police who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed one hundred and seventy-six (176) hours during each calendar year. When the Governor of the State of Ohio or the President of the United States declares that a state of emergency exists, then in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section for a period, or periods, of that emergency, whether or not consecutive. A member shall be paid his/her regular wages for the period of time on military leave. Where it is to the advantage of the City and on the approval of the Chief of Police, military leave with pay of up to one hundred and twelve (112) additional hours may be granted in a calendar year, with regular wages being paid to the member, less whatever amount the member receives as his/her base military pay. Members on military leave must provide documentation to the Department of Human Resources showing their base rate of pay with the military. This documentation must be provided before or at the start of leave and within thirty (30) days after any subsequent change in their base pay. Initial notice of subsequent pay change may be by e-mail with subsequent confirming documentation to include the new rate and effective date of the change. If a member fails to provide the required notice and documentation and is overpaid by the City as a result, the overpayment will be deducted from the member's next paycheck(s).
- B. Military Leave Without Pay. A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:
1. No eligible member shall lose his/her rank, grade, or seniority enjoyed at the time of his/her enlistment, induction, or call into the active service (other than for military training leave), of the Armed Forces of the United States of America or any branch thereof.

2. Any member who has entered the service as stated above, upon his/her Honorable Discharge from the Service and establishment of the fact that his/her physical and mental condition has not been impaired to the extent of rendering him/her incompetent to perform the duties of the position, shall be returned to the position he/she held immediately prior to his/her enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to his/her position within ninety (90) days of receiving an Honorable Discharge from the Armed Forces or his/her position will be declared vacant. Nothing contained in this Paragraph "B" shall obligate the City to pay a member who is on military leave of absence.
3. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
4. Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he/she held before said transfer or advancement, or to a position of equal rank or a grade upon the return of the member from service.

C. Return From Military Leave. Whenever a member returns from military leave, he/she shall be restored in his/her former position at the Step which corresponds to the Step he/she received at the time of his/her departure and in addition, shall be granted any increases to which he/she would have been entitled had he/she not entered military service.

**25.5. Funeral Leave.** A member shall be entitled to three (3) consecutive work days, including the day of the funeral, and may be granted two (2) additional work days, with pay at his/her regular straight hourly rate, for death leave for a death in the immediate family with written approval from the Chief of Police-, provided that as to the death of a member's current spouse, mother, father, son, daughter, step-son or step-daughter, the member shall be entitled to five (5) consecutive work days, including the day of the funeral, with pay.

**25.6. Absence Without Leave.** A member who is absent without leave for a period of three (3) consecutive work days is considered to have resigned; however, such resignation may be rescinded at the discretion of the Safety Director, within thirty (30) calendar days of the date the member became absent.

## ARTICLE 26 - EDUCATIONAL INCENTIVES

**26.1. Reimbursement.** Each member with a minimum of one year of continuous service shall be eligible for a reimbursement of tuition, course fees, and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college or university. All members shall be eligible for reimbursement of tuition, but not course and lab fees, for courses of instruction taken towards a Master's degree at an accredited college or university, provided that the Master's degree, is in business administration or criminal justice or the member submits a written request to the Safety Director, describing the course of study and its job-relatedness. Approval or denial of a member's petition to pursue an alternative course of study is within the sole discretion of the Safety Director, who shall base this decision upon the job-relatedness of the proposed course of study. In addition to degree programs at accredited colleges and universities, job related advanced training given by recognized organizations and educational facilities shall be reimbursed to assist each member in professional development.

- A. The rate of reimbursement shall be subject to a maximum limit of \$4,000, per member per calendar year and subject to the requirement that a grade of C or better in the course or a passing grade in a pass/fail course is attained. This \$4,000 amount is calculated based upon the dates checks are issued to the member from the City. Members must submit the grade and appropriate documentation displaying the cost of the course within 60 days of the course completion. Upon receipt of proper documentation, the City will issue this check within two weeks of the date received.
- B. All courses must be taken during other than scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or designee and with the Human Resources Department. All scheduled times of courses must be approved by the Safety Director or designee. Any situation which, in the discretion of the Safety Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses.
- C. Any financial assistance from any governmental or private agency available to a member whether or not applied for and regardless of when such assistance may have been received: shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- D. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- E. Employees must obtain their purchase orders from the Human Resources department prior to the first day of class. Reimbursement for courses will only occur after all items required are submitted to Human Resources. Human Resources will then process the purchase order for reimbursement. This same requirement applies when reimbursement is being made directly to the school.

- F. Should a member resign from the Division of Police within twenty-four (24) months of receipt of any tuition reimbursement hereunder, the member shall reimburse the city 50% of all tuition reimbursement he or she received within the 24 month period prior to separation from service if a member resigns to begin receipt of disability retirement, such benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor.

## **ARTICLE 27 - PERSONAL EXPENSES AND TRAINING DAY**

### **27.1. Personal Expenses.**

- A. Any member, whenever authorized by the Chief, Mayor or Safety Director, to engage in business for/or on behalf of the City will be reimbursed for all expenses incurred. A member seeking reimbursement under this Article shall submit a statement of expenses to the Deputy Chief with such supporting data as the Director requires.
- B. This reimbursement for any expense shall include, but not be limited to the pay for the use of personal vehicles at the rate allowed by I.R.S. per mile. A member may not use his or her personal vehicle on City business unless approved by the Chief or his designee.
- C. Any member may request prepayment of any expenses. Such request shall be authorized by the Safety Director and submitted to the Director of Finance for approval with such properly executed supportive documents as the Director requires. Such prepayment shall be accounted for to the Director within thirty (30) days following the expenditure.
- D. All reimbursement for travel expenses, including meals, are subject to the maximum amounts stated in the City's Policy and Procedures Manual, in the section titled "Travel Procedure."

**27.2. Training Day.** When a member is assigned to attend Division-sponsored training courses and seminars held in another city, normally, a day of training shall constitute a member's work day, unless the member is advised in advance to return to normal duties after the training concludes. Any scheduled instruction in excess of a member's scheduled workday will be considered overtime.

## **ARTICLE 28 - MISCELLANEOUS**

**28.1. Termination During Initial Probationary Period.** Members shall be given sufficient time to demonstrate their abilities and may be terminated without cause, during the initial twelve (12) month probationary period as a Police Officer. At least once during each six (6) months of the initial probationary period, the Chief or his designee shall inform the member as to his/her progress and advise him/her as to how he/she can improve his/her work performance.

**28.2. False Arrest Insurance.** The City will continue to provide false arrest insurance at least at its present level and will bear the expense of the deductible expense associated with the false arrest insurance for all members.

**28.3. Physical Fitness Incentive Payment.** Each member is eligible to qualify for a lump-sum, non-wage rate payment, payable in the first pay period after June 1<sup>st</sup> and in the first pay period after November 1<sup>st</sup> in each year covered by this Agreement, under the following conditions:

1. The intent of this provision is to encourage members to achieve a standard of physical fitness above the minimum standard required for job performance by encouraging -- but not requiring -- each member to meet military, age-graded fitness guidelines as agreed upon by the Lodge and the City.
2. Each member who, before November 1<sup>st</sup> of any calendar year, meets military, age-graded fitness guidelines as agreed upon by the Lodge and the City (with testing done on paid time) shall receive, for that year, lump sum payments equivalent to a total of one percent (1%) (which shall not become part of their wage base) of their straight-time, annual wage as follows:
  - A. For members who meet the standards prior to June 1<sup>st</sup>, one-half percent (1/2%) of their straight-time, annual payment on the first paycheck issued after June 1<sup>st</sup> and one-half percent (1/2 %) of their straight time, annual wage rate on the first paycheck issued after November 1<sup>st</sup>, or one percent (1%) of their straight time, annual rage rate on the first paycheck issued after November 1<sup>st</sup>, as chosen by the member.
  - B. For members who meet the standards before November 15<sup>th</sup>, but after June 1<sup>st</sup>, one percent (1%) of their straight-time annual payment on the first paycheck issued after November 1<sup>st</sup>.

**28.4. Contract Copies.** As soon as possible following the signing of this Contract, the Lodge shall have printed one hundred (100) copies of this Contract. Thirty-five (35) copies shall be provided to the City; the remainder shall be distributed to members. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.

**28.5. Accrued Time Notification.** Each member shall receive an accounting of the member's total accumulation of vacation hours, compensatory hours, and sick leave hours. This notice of the accounting shall be provided biweekly to coincide with each pay period and may be in an electronic format, provided the member is given the opportunity to print the notice.

**28.6. Lodge Roster.** The Lodge shall provide to the City Administration the names of its members who are Lodge officers and representatives within thirty (30) days of the effective date of any member's appointment or election as a Lodge Officer or representative.

**28.7. Committee Selections.** The Uniform and Grievance Committee members will be elected by the members of the respective bargaining unit to terms of one (1) year. Committee members shall serve at the pleasure of the membership, subject to recall by a majority of the members of the respective unit.

**28.8. Probationary Period.** The probationary period for members who are hired without a peace officer certificate shall begin from the initial date of hire and continue for a period of twelve (12) months after receipt of an Ohio Peace Officer Training Certification. The probationary period for members who are hired possessing an Ohio Peace Officer Certification shall be for a period of twelve (12) months from the date of initial hire as a Police Officer.

**28.9. Definitions.** For use of sick leave and funeral leave immediate family consists of spouse, son, daughter, brother, sister, parent (or person *loco parentis*), grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, grandchild, and grandparent-in-law.

**28.10. Direct Deposit.** The City requires all members to receive their pay via an electronic funds transfer known as direct deposit. The City shall allow a Member to authorize up to three accounts into which pay may be direct deposited.

## **ARTICLE 29 - TRAINING**

**29.1. Field Training Program.** In order to provide comprehensive on-the-job training to new hires, the Field Training Program shall be structured so as to provide a new hire a minimum of ninety (90) calendar days of field training. However, the number of days may be reduced where warranted. The rationale for any such reduction shall be documented.

**29.2. FTO Qualifications.** In order to serve as a Field Training Officer (FTO), a member shall have a minimum of one year of service in a Patrol assignment after completing his or her own Field Training.

**29.3. FTO Hourly Supplement.** Effective January 1, 2016, for each hour a member is assigned and works as a Field Training Officer, the member shall receive a \$5.00 per hour supplement to his or her regular wages.

**29.4. OIC Training.** Beginning June 30, 2020: (a) no member may be designated as the OIC patrol assignment unless the City has provided the member with supervisory training that is the same or equivalent to the Ohio Peace Officer Training Academy training course for first line supervision; AND (b) if a qualified OIC is not available on a shift, an overtime assignment shall be posted and filled, with sergeants having first priority, and if not available, then by OIC from another shift.

## ARTICLE 30 - PART-TIME AND RESERVE OFFICERS

**30.1. Basis of Negotiations.** The provisions of this Article have been negotiated to address the effects upon members by the City's use of Part-Time and Reserve Police Officers.

**30.2. Reserve Officers.** The following provisions apply regarding the effects on bargaining unit members by use of Reserve Officers.

A. Upon hire, a Reserve Officer must complete the Reserve Field Training Program under the direction of a member; and

B. A Reserve Officer shall only be used in a Patrol assignment, including traffic and special events and for limited surveillance, investigative and/or station support assignments under the direction of a member, Chief, or Deputy Chief, provided no full-time member shall thereby be displaced from his or her assignment or from an opportunity for an assignment. When performing patrol duties in a cruiser assignment, a Reserve Officer must be accompanied by a member, Deputy Chief, or Chief.

**30.3. Part-Time Officers.** Reference throughout this section to "Full-Time Officers" means members of both bargaining units, unless noted otherwise.

- A. Part-Time Officers are subject to taking work direction from Full-Time Officers.
- B. No rank above Police Officer shall include Part-Time personnel.
- C. Part-Time Officers shall be laid off, regardless of seniority, before any Full-Time Officer is laid off.
- D. The City will not use Part-Time Officers as a means of avoiding adding additional Full-Time Officers.
- E. Except as provided in Civil Service Commission Rule 7.06, as effective September 6, 2002, Part-Time Officers shall be subject to the same Civil Service testing requirements for original appointment as Full-Time Officers in the rank of Police Officer (with age-graded physical fitness as applicable to Full-Time Officers).
- F. Part-Time Officers shall only be used in the following assignments:
  - 1. For specific traffic enforcement programs of limited and certain durations, provided that Full-Time Officers are given first opportunity to work any traffic enforcement program for which overtime payments are authorized by the City or available from an outside source;
  - 2. For residential and business checks;
  - 3. As Court Liaison Officer;
  - 4. As Court Bailiff;
  - 5. For providing training in specific instances where the Part-Time Officer has obtained the expertise to conduct such training by prior experience or

employment, provided that the Training Officer is not thereby displaced from his or her assignment and retains responsibility for the Division's training programs;

6. As a Property Room Officer; and
7. For any assignment agreed to by the City and the FOP through the Labor Relations Committee.

G. Part-Time Officers shall not be assigned to duties which would displace Full-Time Officers from their assignments, including ancillary assignments such as Range Officer, etc. In this regard, a Full-Time Officer will not be reassigned from his or her regular assignment to allow Part-Time Officers to perform these duties. A Part-Time Officer or officers may be assigned to perform the Court Bailiff, Court Liaison Officer, and Property Room duties.

H. It is understood that Part-Time Officers have the responsibility to perform any duty expected of a Full-Time Officer when exigent circumstances necessitate the performance of such duties.

**30.4. Special Duty.** No Part-Time Officer or Reserve Officer may be given special duty unless the special duty work has first been offered to members on the special duty list and declined by these members. No special duty work shall be offered to a Reserve Officer until after the Reserve Officer has completed his or her FTO program.

## **ARTICLE 31 - SUBSTANCE ABUSE & DRUG TESTING**

**31.1. Mutual Goal.** The City and the Lodge recognize that the ability of a Member to properly perform his/her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug- or alcohol-dependent with an opportunity for treatment and for remaining productive Members of the Division, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace. The City and the Lodge agree that it is their mutual goal and pledge to maintain and assure safe and effective work and service to the citizens of the City of Gahanna by maintaining a drug-free and alcohol-free workplace.

### **31.2. Definitions.**

- A. **"Illegal Drugs"** means any substance identified as an illegal controlled substance under federal or Ohio law that is not being used legally under the supervision of a licensed physician.
- B. **"Abuse of Prescription Drugs"** means (i) to intentionally use a prescribed drug contrary to the instructions of the licensed physician who prescribed it or the instructions that accompany the drug in the absence of physician's instructions, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple

prescriptions for the same or similar drug without full disclosure to the prescribing physician.

- C. **“Misuse of Alcohol”** means to consume any form of alcohol in violation of this Article.
- D. **“Reasonable Suspicion”** means an articulated belief based on particularized information or observations and reasonable inferences from such particularized information or observations which would suggest that a member may be in violation of this Article.
- E. **“Refuse to Cooperate”** means (i) to obstruct the specimen collection process, including by use of a “masking agent,” (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide breath, blood, hair fiber and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.
- F. A “positive test” in the case of alcohol means an alcohol concentration of .04 or more grams per 210L of breath.

**31.3. Prohibitions.** Members shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol;
- (B) Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles, except when authorized in the line of duty;
- (C) Reporting to work or working under the influence of any illegal drug, or possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty;
- (D) Engaging in the abuse of any prescription drug;
- (E) Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

**31.4. Drug and Alcohol Testing Permitted.**

- A. **Reasonable Suspicion.** Where the City has reasonable suspicion to believe that: (a) a member is being affected by the use of alcohol, or consuming or possessing alcohol in violation of Section 3 of this Article or (b) is abusing prescription drugs in violation of Section 3 of this Article; or (c) is possessing or using illegal drugs in violation of Section 3 of this Article, the City shall have the right to require the member to submit to alcohol or drug testing as set forth in this Article.

- B. **Pre-Employment Testing.** Nothing in this Article shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Lodge has no role or responsibility with regard to any such pre-employment testing.
- C. **Random Testing.** The City may conduct random, unannounced testing of members for alcohol and drug usage at an annual percentage rate of twenty-five percent (25%) of the average number of members employed in the bargaining unit, rounded up to the nearest whole number. The selection of members for random testing shall be made by a scientifically valid method, such as a random number table, computer-based random number or by an outside third party. Under the selection process each member shall have an equal chance of being tested each time selections are made.

**31.5. Order to Submit to Testing.** A member's refusal or intentional failure to submit when ordered to submit within the time limits provided hereinafter to a test permitted by this policy shall subject the member to appropriate discipline, up to and including discharge. By taking a test, however, a member shall not be construed as waiving any objection or rights that he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to reasonable suspicion testing, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order to test.

**31.6. Test to be Conducted.** In conducting the testing authorized by this Article, the City shall comply with the following:

- A. The lab selected to perform drug tests shall be federally certified to do drug testing. Personnel employed by the lab shall be certified as required by federal certification requirements. The facility collecting and testing breath specimens shall hold all legally necessary licenses.
- B. Collection of samples shall be conducted in a manner which is consistent with the United States Department of Health and Human Services ("HHS") guidelines. Strict chain of custody procedures which are consistent with HHS guidelines must be followed for all samples. The Lodge and the City agree that the security of the specimen is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way any positive test shall be invalid and may not be used for any purpose.
- C. Urine specimens shall be collected in private, except in the following circumstances:
  - 1. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that an individual may alter or substitute the specimen to be provided, as further described below.

2. The following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
  - (i) The member has presented a urine specimen that falls outside the normal temperature range (32-38 C/90-100 F), and
  - (ii) The member declines to provide a measurement of oral body temperature; or from the temperature of the specimen;
  - (iii) The last urine specimen provided by the member (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
  - (iv) The collection site person hears statements or observes conduct clearly and unequivocally indicating an attempt by the member to substitute or adulterate the sample (e.g. substitute urine in plain view, blue dye in specimen presented, etc.).
- D. A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- E. Members have the right for a Lodge representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. For such tests, unreasonable delay” means two (2) hours or more.
- F. The City’s drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months or (provided written notice is given the lab by the City or Lodge, before the expiration of the 12-month period), for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- G. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member’s choosing, at the member’s own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Policy.
- H. The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are

positive. Drug test results shall be evaluated by the Medical Review Physician (“MRP”) in a manner to ensure that a member’s legal use and diet are properly taken into account when evaluating the test results. For the purpose of this policy, a positive drug test result means the presence of drugs and/or their metabolites in a member that equals or exceeds the levels set forth in Section 7, below.

The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein, the City shall return such information without copying and will not use such information in any manner or form adverse to the member’s interests.

- I. With regard to alcohol testing, tests shall be performed by an individual(s) selected by the City and certified under Federal standards. An initial positive alcohol level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the .04 expunged from the member’s personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member’s personnel file.
- J. The City will provide each member tested with a copy of all information and reports received by the City in connection with the testing and the results.
- K. The City will insure that no member is the subject of any adverse employment action pending the receipt of test results except emergency temporary assignments or relief from duty with pay.

### **31.7. Drug Testing Standards (HHS Standards).**

- A. **Screening Test Standards.** The standards used for testing for drugs shall be the HHS standards in effect at the time the test is administered.
- B. **Medical Review Physician (“MRP”).** The Medical Review Physician (MRP) shall be chosen by the City and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRP will be to review and interpret positive drug test results and endeavor to notify the member by telephone or in person of any positive test results. He/she shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected member, review of the member’s medical history, review of the member’s assignment, review of the chain of custody and review of any other relevant biomedical factors. The MRP must review all medical records made available by the testing member when a confirmed positive test could have

resulted from legally prescribed medication. A member shall be expected to cooperate promptly with the MRP. After full review, the MRP may conclude that a positive test is negative based upon the existence of medically or scientifically supported alternative reasons for the level of concentration of drugs and/or alcohol. If such conclusion is made, the MRP shall not provide any test results to the City and shall report the test results as negative. The MRP may verify a test as positive without interviewing the affected member if more than five (5) days elapse after the MRP first attempts to telephone the member. The MRP will protect the confidentiality of information sent to them to the maximum extent of the law, and will make disclosures only to the member regarding the member's own test results, and will make disclosure only of positive or negative test results to authorized representatives of the Lodge and City.

**31.8. Disciplinary Action.** A member who tests positive a first time for illegal drugs will be subject to discipline up to and including discharge. A member found to be abusing prescription drugs will be subject to discipline up to and including discharge. In the event of discipline less than discharge, the member will be required to fulfill the cooperative obligations in (A) through (F) below. A member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A member who tests positive for alcohol at a level in the range of .04 to .09 for a second time may be suspended. The length of such suspension shall be determined on a case by case basis, but shall not exceed twenty-four (24) duty hours. A member who tests positive for alcohol in excess of .04 a third time is subject to further discipline up to and including discharge. This limitation on discipline shall not limit the City in imposing discipline, up to and including discharge, for conduct which may be coincident with a member's improper drug or alcohol use or in the case of an alcohol test above the legal limit for impairment (.10) while on duty. A member who tests positive the first or second time for alcohol in the range of .04 to .09 or who is found to have abused prescription drugs, but who is not discharged, must do the following in order to take advantage of the foregoing limitations on discipline:

- A. cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
- B. successfully complete all counseling, treatment or after-care recommended by the Substance Abuse Professional;
- C. discontinue (and not resume) the abuse of prescription drugs or misuse of alcohol;
- D. agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the member, to disclose to the Safety Director, the member's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the member performing job duties or returning to active duty;

- E. agree to a return to duty test (which must be negative before the member will be released to return to his/her regular assignment) and to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving drugs and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 - or 12-month periods beginning after the member's completion of counseling, treatment and/or aftercare); and
- F. agree that during or after this follow-up testing period in (E), above, if the member tests positive again or otherwise violates this policy the member may properly be terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

Members who test positive more than once may be discharged (except for a second positive test for alcohol in the range of .04 to .09, where the maximum discipline is a suspension as provided above). Members who refuse to cooperate in a permitted test may be discharged.

**31.9. Right of Appeal.** The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this policy is grievable. Any evidence concerning test results which is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the member.

**31.10. Voluntary Request for Assistance.** A member may voluntarily enter rehabilitation without a requirement of prior testing, A member who desires Employee Assistance Program (EAP) assistance may notify the City's EAP Administrator. A member who seeks voluntary assistance through their own service provider without notifying the City's EAP Administrator will not receive the protections from discipline afforded by Section 8. Any member who does voluntarily seek assistance and who notifies the City's EAP Administrator before the member is asked to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the member must:

- A. agree to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional(s) or physician(s) involved;
- B. discontinue and not resume use of illegal drugs or misuse of alcohol;
- C. agree to authorize persons involved in counseling, diagnosing and treating the member to disclose to the City's EAP, as specified in Section 12, the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;
- D. complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and

- E. agree to submit to random testing during and after treatment and to testing at the City's direction up to three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

**31.11. Treatment/Rehabilitation Costs.** Treatment and rehabilitation costs arising out of the member's use of the City's EAP services shall be paid for, to the extent available, under the EAP program and, therefore, under the City's group medical insurance, subject to any deductible, co-payment and policy limits under the member's insurance, program. Members will be allowed to use their accrued and earned leave (vacation, sick leave, or comp time) or take an unpaid leave of absence for the necessary time off involved in a rehabilitation program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

**31.12. Employee Assistance Program.** The City shall provide an EAP. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this policy. The EAP Administrator and EAP staff assigned to a member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law, except for oral notice to the Police Chief, or designee, and the Safety Director, or designee, to the extent required to assure the safety of the member and public and to apprise the Safety Director and the Police Chief of any non-compliance with the requirements of Section 10 (A-E). All such information shall also be available to the Lodge officer(s) to whom disclosure is specifically authorized if the member authorizes such disclosure, in writing. Such information shall also be available to the City in connection with a disciplinary matter arising out of a positive test result or discipline for failure to fulfill obligations under Section 10. A member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance (except for failure to fulfill obligations under Section 10 of this Contract).

**31.13. Duty Assignment After Treatment.** Once a member successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment, provided (1) the member is then in compliance with Section 8 or 10, whichever applies, and (2) a member may not be returned to an assignment within five (5) years which poses an unusually high risk of exposure to a controlled substance or alcohol for which they have been treated (e.g., Special Investigation Team).

**31.14. Records Retention and Use.** Records of a positive drug or alcohol test or refusal to submit to such test shall be maintained for a period of six (6) years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced in Section 8. At the conclusion of this six-year period or any extension of such six-year period caused by a subsequent positive test, refusal to submit to a test, or failure to comply with rehabilitation program requirements, all records of positive test or refusal to submit to such test shall be removed from City files. All such records shall not be utilized for any purpose after six years from the date of

the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced in Section 8 except that if a record of disciplinary suspension is retained for a longer period as authorized by Section 11.4 of the Contract, then the related drug or alcohol test records may be retained for as long as the record of suspension.

**31.15. Changes in Testing Procedures.** The parties agree that there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will discuss any such improvements in the Labor Relations Process. If the parties are unable to agree to make any modifications to the testing procedure set forth in this Article, the procedure shall remain unchanged.

**31.16. Inspections.** In cases where the City has reasonable suspicion to believe that a member may be using, possessing, selling, purchasing, receiving, distributing, or manufacturing drugs, drug paraphernalia or alcohol in violation of Section 3 of this Article, City representatives may require an inspection for evidence of such a violation of this Article. Whenever possible, the member and a Lodge Representative will be given the opportunity to witness the inspection. A member who fails to cooperate with such an inspection is in violation of this Article.

The following are the areas and articles which are subject to such an inspection and/or search: (a) any part or area of the City's facilities and property, and (b) a member's uniform, locker or workstation including desk, file cabinets, etc.

**31.17. Co-Worker Reporting.** Whenever a member has reasonable suspicion that another member, supervisor or manager may be in violation of this Article or otherwise may have a problem with drugs or alcohol, the member may contact the Chief of Police or the Safety Director directly to report the reasonable suspicion. The person so notified or his/her designee will investigate and/or pursue the allegation.

**31.18. Conflict With Other Laws.** This Article is in no way intended to supersede or waive any constitutional rights that the member may be entitled to under the Federal or State constitutions. Any action taken pursuant to this Article, including any positive test results, shall not be used as evidence or otherwise in any criminal proceeding against the member.

## ARTICLE 32 - DURATION OF CONTRACT

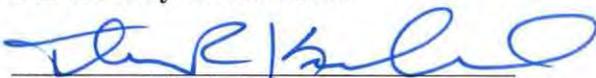
**32.1. Duration.** All of the provisions of this Contract become effective January 1, 2016 unless otherwise specified. This Contract shall continue in full force and effect to and including December 31, 2018.

**32.2. Successor Negotiations.** At least one hundred and twenty (120) days prior to the expiration date of this Contract, negotiations shall commence for a successor Contract.

**32.3. Dispute Resolution Procedure.** The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including the final offer settlement procedure set forth therein, shall be applied to negotiations for a successor Contract.

32.4. Execution. Signed and dated at Gahanna, Ohio this 16<sup>th</sup> day of July, 2019.

**For the City of Gahanna:**

  
\_\_\_\_\_  
Mayor Thomas R Kneeland

  
\_\_\_\_\_  
Joann Bury, Director of Finance

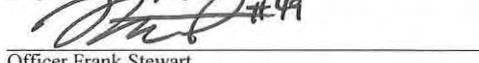
  
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Miranda Vollmer, Director of Human Resources

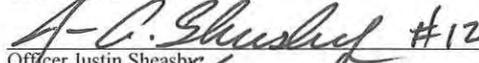
  
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Chief Jeffrey Spence

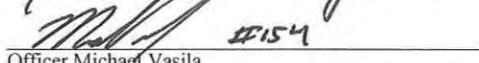
  
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Michael Underwood, Attorney

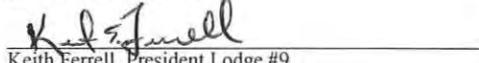
**For the FOP:**

  
\_\_\_\_\_  
Sergeant Chad Colagen #95

  
\_\_\_\_\_  
Officer Frank Stewart #49

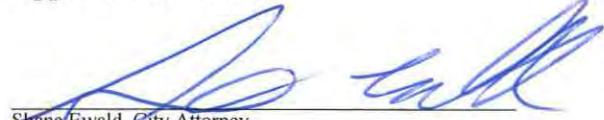
  
\_\_\_\_\_  
Officer Justin Sheasby #120

  
\_\_\_\_\_  
Officer Michael Vasila #154

  
\_\_\_\_\_  
Keith Ferrell, President Lodge #9

  
\_\_\_\_\_  
Russ Carnahan, FOP Attorney

Approved as to Form:

  
\_\_\_\_\_  
Shane Ewald, City Attorney