

AGREEMENT BETWEEN  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
DISPATCHER UNIT  
AND  
CITY OF GAHANNA, OHIO

JANUARY 1, 200~~7~~**10** --- DECEMBER 31, 200~~9~~**12**

**EXHIBIT A**

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## ARTICLE 1 - PURPOSE

THIS AGREEMENT is entered into between the City of Gahanna, Ohio (hereinafter referred to as the "City"), and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA" or "Union"), in recognition of the common interest in public service to the citizens and for the purpose of achieving better understanding between the parties as well as for the purpose of providing for the peaceful settlement of any differences which may arise between the parties.

## ARTICLE 2 - RECOGNITION AND DUES

Section 1. Recognition. The City recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for all full-time dispatchers in the bargaining unit in any and all matters relating to wages, hours and terms and conditions of employment. The bargaining unit shall include all full-time dispatchers and full-time lead dispatcher employed by the Police Department of the City of Gahanna.

Section 2. Bargaining Unit Exclusions. All employees whose classification is not listed in Section 1 above shall be excluded from the bargaining unit.

### Section 3. Dues Checkoff.

- A. The City and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining unit upon the successful completion of sixty (60) days of employment.
- B. The City agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.
- C. The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the City by the Treasurer of the Union.
- D. Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and City.

- E. The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.
- F. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- G. It is agreed that neither the employee nor the Union shall have a claim against the City for errors in processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.
- H. In the event a deduction is not made for any Union member during any particular month, the City, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The City will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.
- I. The City shall be relieved from making such individual dues deductions upon:
  - a. termination of employment;
  - b. transfer to a job other than one covered by the bargaining unit;
  - c. layoff from work;
  - d. an agreed unpaid leave of absence, or
  - e. revocation of the check-off authorization in accordance with the terms of this Agreement.
- J. The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

### ARTICLE 3 - NON-DISCRIMINATION

There shall be no discrimination, harassment, or pressure by the City or the OPBA against any employee on the basis of such employee's membership or non-membership in the OPBA. Additionally, neither the City nor the OPBA shall discriminate on account of age, race, color, creed, religion, sex, national origin, **military or** veteran status, political affiliation, **sexual orientation** or disability, as defined by law.

### ARTICLE 4 - DISCIPLINE

Section 1. Just Cause. Employees may only be disciplined for just cause. Discipline for just cause shall be administered within a progressive policy of discipline. The severity of an offense will be taken into account for determining the initial level of discipline. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension or removal, a predisciplinary conference between the employee and the City or its designee, shall be arranged. This conference shall be scheduled not earlier than 72 hours after the time the employee is notified of the proposed discipline. The employee may be suspended during this time. The employee may have a Union representative at any such conference.

Section 2. Notification. The employee shall be notified in writing of any disciplinary action resulting from the predisciplinary conference referenced in Section 1 above.

Section 3. Personnel Files. Every employee shall be allowed to review and copy the contents of his/her personnel file at all reasonable times upon written request and subject to all applicable laws regarding access to employee records. Memoranda clarifying and explaining alleged inaccuracies of any document in his/her file may be added to the file by the respective employee. The official employment files, excluding IA's and background files, medical records/documentation (including worker's compensation), I-9's, FMLA records, COBRA records, and records of benefits applied for or received by members, shall be maintained by the Chief, or his designee. Additionally, the personnel files are subject to review by a representative if prior written approval is submitted by the employee to the Chief. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 4. Duration of Records. All corrective and instructive actions of record (verbal counseling, oral reprimands, written reprimands, suspensions, reduction, or removal) will be maintained in each bargaining unit member's personnel file. In any case in which an oral reprimand, written reprimand, suspension reduction or dismissal is disaffirmed through the Grievance Procedure, by the Safety Director, by the Civil Service Commission, by a court of competent jurisdiction, or otherwise, the member's personnel record shall clearly indicate such disaffirmance. In addition, unsubstantiated, unproven or untimely allegations or complaints of misconduct made against a member and appearing in the file of the City shall not be considered in future corrective action or promotional considerations, and shall not be shared outside the Police Department. At the member's request, the City shall also remove records from the member's personnel file when such disaffirmance has occurred.

- A. Verbal Counseling. A verbal counseling form shall be removed from the member's personnel file after six (6) months, at the member's request, provided that no further counseling of the same or similar nature is imposed within six (6) months of the verbal counseling.
- B. Oral Reprimand. An oral reprimand shall be removed after six (6) months, at the member's request, provided that no further discipline of the same or similar nature is imposed within six (6) months of the oral reprimand.
- C. Written Reprimand. A written reprimand shall be removed after two (2) years, at the member's request, provided that no further discipline of the same or similar nature is imposed within two (2) years of the written reprimand.
- D. Suspension/Reduction. A suspension or reduction shall be removed after five (5) years of the suspension or reduction unless the suspension was for an act of serious misconduct which is of a criminal nature or which violates a federal or state statute. In any case where a suspension is used for subsequent disciplinary action, the time that has passed since the suspension and the member's work record since the suspension will be considered as possible mitigating circumstances.

When a disciplinary record is removed from a member's personnel file, no copy shall be retained in the personnel file. 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.

## ARTICLE 5 - EMPLOYEE RIGHTS

Section 1. Before an employee may be charged with a violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation will be the basis of a charge.

Section 2. Questioning or interviewing of an employee in the course of a disciplinary investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 3. An employee will be informed of the nature of any investigation of himself/herself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he/she shall be so advised.

Section 4. All complaints by civilians which may form the sole basis for any disciplinary action of an employee, shall be in writing and signed by the complainant. The employer will furnish a copy of the complaint to the Union upon request and will certify that it has been signed. However, the City need not give the Union the name of the complainant but will produce such complaint as signed at any appropriate hearing, if such complaint is the sole basis for the disciplinary action. When any anonymous complaint is made against a bargaining unit member and no corroborative evidence is obtained, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than forty-five (45) calendar days after the date of the alleged event complained of, and where the conduct complained of, if true, could not lead to a criminal charge, the complaint will be classified as untimely, not to be investigated and the accused member will not be required to submit a written report, but will be notified orally or in writing of the claim. However, if there is competent and reliable evidence other than the complaining person's version of events to corroborate that the conduct occurred, then an investigation may go forward.

Section 5. All employees shall be entitled to Union representation, at no cost to the City at any disciplinary conference that may result in disciplinary action being taken by the employer. Said conference shall not be delayed due to the unavailability of the Union representative, unless mutually agreed by the parties.

## ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1. General. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 2. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours and terms and conditions of employment of bargaining unit members. This procedure shall not be used for purposes of adding to, subtracting from, or altering in any way, any of the provisions of this contract.

### Section 3. Procedure.

Step 1. The grievant and representative shall first discuss the grievance with the immediate supervisor, within seven (7) calendar days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. Grievances brought to the attention of the supervisor beyond the seven (7) day time limit shall not be considered. The supervisor shall respond within seven (7) calendar days.

Step 2. If the grievant is unsatisfied with the answer of the Supervisor at Step 1, the grievance involves a pay issue, or if the grievance concerns an issue which the supervisor has no discretion or authority to resolve, the grievance shall be reduced to writing and presented to the Chief within seven (7) calendar days of the supervisor's answer. Grievances brought to the attention of the chief beyond the seven (7) day time limit shall not be considered.

The Chief shall investigate the grievance and may schedule a joint grievance meeting within seven (7) calendar days after receipt of the grievance. The Chief shall reply to the grievant and his/her Union representative in writing within fourteen (14) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later. Except in the case of an emergency causing the delay, in the event that a timely response has not been submitted to the Union by the Chief, the grievance will be deemed to have been granted in full and the requested remedy will be implemented.

Step 3. If the Union is dissatisfied with the answer of the Chief at Step 2, the Union representative may appeal the decision to the Safety Director within seven (7) calendar days after receiving the Chief's written reply. Grievances brought to the attention of the Safety Director beyond the seven (7) day time limit shall not be considered. The Safety Director shall investigate the grievance and may schedule a joint grievance meeting within seven (7) calendar days after receipt of the grievance. The Safety Director shall reply to the Union within fourteen (14) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later. Except in the case of an emergency causing the delay, in the event that a timely response has not been submitted to the Union by the Safety Director, the grievance will be deemed to have been granted in full and the requested remedy will be implemented.

Step 4. If the Step 3 answer is not satisfactory to the Union, the grievance may be appealed within seven (7) calendar days to arbitration. For purposes of this Article, a decision issued by the Safety Director as a result of a pre-disciplinary hearing will be considered a Step 3 grievance answer, which can then be appealed directly to arbitration. Grievances not appealed to arbitration within seven (7) days shall not be considered. The City and Union shall jointly request a list of arbitrators from the American Arbitration Association ("AAA") within fourteen (14) calendar days thereafter. Upon receipt of names from AAA, an arbitrator shall be selected in accordance with the rules of AAA.

#### Section 4.

- A. All decisions of the arbitrator shall be final and binding upon all parties participating. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement, and he/she shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.
- B. Employees who are called by either party as witnesses and who give testimony shall lose no pay for the time spent at an arbitration hearing if it is during regular working hours. Off-duty employees called by Management as witnesses shall receive payment pursuant to the applicable provision of this Agreement. The arbitrator will be paid in the following manner.
- C. The party that wins the arbitration shall pay fifty percent (50%) of the arbitrator's fee. The party that loses shall pay fifty percent (50%). Any additional cost, such as transcripts of the hearing, the use of legal counsel, etc., shall be borne by the individual party that makes use of such service.



- D. Only the Union may authorize an appeal to arbitration. If Management fails to answer any grievance within the prescribed limits, the grievance shall be automatically referred to the next higher step in this Article. The time limits imposed in the Article may be extended at any step by the written consent of the parties. Any step herein may be waived by the express, mutual written consent of the parties.

## ARTICLE 7 - LAYOFFS

Section 1. Civil Service. Layoffs and reinstatements from layoffs within the bargaining unit shall be governed by the Rules of the Gahanna Civil Service Commission.

Section 2. Layoff List. Prior to the institution of any layoff, the City shall create and post a list containing the name and rank of employees in the Department in the order of their seniority. This list shall be used for the purpose of recalling employees.

Section 3. Recall From Layoff List. Employees who are to be recalled shall be given a written notice of their recall. A recalled employee shall have a fourteen (14) day period from the date of the receipt of the recall notice to accept reemployment and return to work. A recalled employee who fails to return to work or respond to the notice within said fourteen (14) day period shall be removed from the layoff list and lose all rights of reinstatement or reemployment.

## ARTICLE 8 - LABOR RELATIONS MEETINGS

Section 1. Labor Relations Meetings. The City and the Union 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 Union and the City agree to establish a 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 of the bargaining unit, contemplated changes in General Orders, and concerns of the bargaining unit relative to equipment, uniforms, etc.

The committee shall consist of two (2) members of the Union negotiating team; and the Chief of Police or his designee, the Director of Human Resources, and any other City Administration member who wishes to participate.

Labor Relations Meetings shall be held at least twice each calendar year during the months of March and September, and may meet at other times when necessary. 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.

## ARTICLE 9 - TRADING OF TIME

Section 1. If an employee with the approval of the supervisor, and solely at the employee's option, agrees to substitute during scheduled work hours for another employee the hours the employee works as a substitute shall be excluded in the calculation of hours for which the employee is entitled to overtime. The division is permitted, but not required, to keep a record of the hours of the substitute work.

Employees with the approval of the Chief of Police, and solely at the employee's option, shall be permitted to trade shifts with employees who are qualified to perform all of the necessary functions of the position. Approval for shift trades may be reasonably withheld. The request must be in writing and signed by both employees.

## ARTICLE 10 - INSURANCE

### Section 1. Medical Insurance.

A. The City will continue to provide comprehensive hospitalization, surgical, major medical, additional physicians' services coverage, and prescription drug coverage for the duration of this contract. The City will pay the monthly premium for single and family coverage except for the employee contributions set forth below.

<u>Effective Date</u>	<u>Preferred Provider Plan</u>	
	<u>Single</u>	<u>Family</u>
1/1/ <del>07</del> <b>10</b>	<del>6%</del> <b>7%</b>	<del>6%</del> <b>7%</b>
1/1/ <del>08</del> <b>11</b>	<del>6%</del> <b>8%</b>	<del>6%</del> <b>8%</b>
1/1/ <del>09</del> <b>12</b>	<del>6%</del> <b>9%</b>	<del>6%</del> <b>9%</b>

Prescription Drugs. If a prescription is written for a drug where a generic is available, the member must choose the generic or the member will pay the difference in price.

Effective January 1, 2007~~10~~, the member co-payment for prescription drugs will be 15% for generic drugs with a \$7.50 minimum, 25% for brand preferred drugs with a \$20 minimum, and 35% for Brand Non Preferred Drugs with a \$35 minimum. Through the mail order program, the member co-payment will be as follows: 15% for generic drugs with a \$10 minimum, 25% for Brand Preferred drugs with a \$30 minimum, and 35% for Brand Non-Preferred Drugs with a \$50 minimum. **Effective January 1, 2010, a fourth tier (tier four) will be added for specialty medications. The member co-payment for tier four medications will be the lesser of \$100 per prescription or the cost of the prescription.**

~~For the period January 1, 2007 through December 31, 2009~~**Beginning January 1, 2010**, there will be an annual \$2000 combined cap for ~~all three~~ **the following** categories: generic, Brand Preferred and Brand Non-Preferred. In order for any non-generic purchase to be covered by the cap, the member must provide verification from the pharmacist that there is no generic equivalent drug available. **All costs of the employee, his or her spouse, and dependents for drugs in these three categories shall be combined and applied against the annual \$2,000.00 cap. Upon reaching the cap, there shall be no charge for such drugs.**

**Beginning January 1, 2010, there will be an annual \$2000.00 combined cap for tier four specialty medications. All costs of the employee, his or her spouse, and dependents for tier four drugs shall be combined and applied against the annual \$2,000.00 cap. Upon reaching the cap, there shall be no charge for such drugs.**

Section 2. Dental Insurance. The City will continue to provide, at no cost to the employee or his or her family, a fully paid dental insurance plan at least equivalent to that which was in effect on December 31, 2001.

Section 3. Life Insurance. The City will continue to provide fully-paid life insurance for members in an amount equal to twice the member's annual salary or fifty thousand dollars (\$50,000.00), whichever amount is greater, on the life of each member with a provision for double that amount additional coverage in the event of accidental death or dismemberment.

Section 4. Cost Containment. If premium rates increase during the life of this Agreement, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The employees recognize the right of the City to secure alternate insurance carriers and to modify insurance coverage so as to continue to provide equivalent or better benefits, which measures may be used to maintain or lessen premium costs.

In the event that the Central Ohio Health Care Consortium Plan ("PPO") is no longer available after 2007~~10~~, or in the event that the cost increases by 25% or more, including any special assessments, then the parties will meet to bargain over possible replacement coverage.

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 change of carrier would be implemented.

Section 5. Vision Insurance. The City will provide, at no cost to the member or his family, a fully paid vision care insurance plan to cover the member and his or her family.

## ARTICLE 11 - SICK LEAVE

Section 1. Sick Leave Entitlement. Each employee shall be entitled to sick leave with pay as established in Section 2 of this Article. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of thirty (30) minutes for each one-half 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.

Section 2. Sick Leave Accumulation. Employee's shall accumulate sick leave at the following rates:

Sick Leave Hours

<u>Years of Service</u>	<u>Per Leave</u>
Date of hire through 5 years	120 hours per year (15 days)
6 years through 10 years	130 hours per year (16 days)
11 years through 15 years	140 hours per year (17 days)
16 years or more	150 hours per year (18 days)

Section 3. Sick Leave Usage. Employees may use sick leave, upon approval of the Chief of Police, for the following reasons:

- A. Sickness of the employee.
- B. Injury to the employee, except where injury leave may apply.
- C. Medical, dental or optical consultation or treatment of the employee, providing the person rendering such treatment is licensed to practice his/her profession by the State of Ohio.
- D. Sickness or injury of a member of the employee's immediate family, whether or not the convalescence occurs in the employee's household.
- E. For the purpose of interpreting this Section of the Agreement, any period of disability due to pregnancy shall be considered to be sickness entitled to the same benefits as any other form of sick leave.
- F. In the event of quarantine because of contagious disease, or because of known contact with such disease, the Chief of Police shall require a doctor's certificate before paying any employee sick leave under the provisions of Subsection F.
- G. An employee who is absent without leave for a period of three (3) work days is considered to have resigned; however, such resignation may be rescinded at the discretion of the Safety Director or Mayor within thirty (30) calendar days of the date the employee became absent.
- H. A doctor's Certificate may be required by the Chief of Police for any absence permitted by this Section of the Agreement, and shall be required for all absences of more than five (5) work days.
- I. Sick leave may, at the discretion of the employee, be charged to vacation leave, but the time taken will be considered use of sick leave for purposes of Section 4.
- J. Any period to be charged to sick leave shall be in increments of not less than one-half (1/2) hour.

Section 4. Sick Leave Controls. The City recognizes that legitimate illness can cause absence

from work. However, where the use of sick leave is excessive or shows 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.

Section 5. Cash Payment for Sick Leave Credit. Employees shall, at the time of their retirement or resignation in good standing, receive payment based on the employee's rate of pay at retirement or resignation for 50% of the accumulated sick leave up to a maximum of 1,200 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 employee's current rate of pay. In the event an employee dies as a direct result of injury sustained in the course of his/her employment, payment shall be made on a day-for-day basis for his/her unused sick leave as provided in Ohio Revised Code Section 2113.04.

Section 6. ~~Injury With Pay~~ Duty Injury Leave. Employees shall be allowed injury leave with pay for each service connected injury (**hereinafter "Duty Injury Leave"**), provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury but under unusual conditions, no later than twenty-four (24) hours. In the absence of the employee's immediate supervisor, the injury may be reported to any ~~supervisory or administrative official of the City of Gahanna~~ **management person within the Department. The Chief and Human Resources Department shall approve Duty Injury Leave for employees who qualify for such under the terms herein.** ~~Any additional period of leave must receive the approval of the Safety Director before it will be effective, and must be submitted to the Safety Director with a recommendation in writing from the Chief of Police for approval or denial.~~

A report of the cause of all injuries signed by the **employee**, immediate supervisor, the division and department heads, shall be submitted to the ~~Safety Director~~ **Human Resources Department** within two (2) days of the date of the injury, on forms designed and furnished by the ~~Safety Director~~ **City**. The Safety Director **or designee** may arrange to have the injured person examined by a qualified physician other than the employee's own personal physician and if, in the judgment of the Safety Director, the injury was sustained while on duty with the City of Gahanna Police Department **and prevents the employee from working**, the member shall be continued on the payroll and be paid for a period not to exceed six (6) calendar months; additional increments of thirty (30) days may be granted by the Safety Director.

A report made by the physician designated by the City, if applicable, shall be filed in the employee's personnel record within three (3) months. If the physician designated by the City is of the opinion that the employee is capable of performing his/her regular duties, the employee shall be informed by the Safety Director to return to work on the first regular assigned work day following the physician's report to the Safety Director. If the physician recommends that the employee be granted light duties for a period of time, the employee shall be so notified, and ~~shall~~ **may, at the City's discretion**, be recalled to work and given whatever light work is available for as long as necessary in

the judgment of the physician. **If the employee is not recalled for light duty work, duty injury leave shall continue per the conditions herein.** If the employee is injured to the extent that he/she is unable to perform his/her regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available to him/her in the municipal service, the ~~Chief of Police~~ **Department Head**, to whom he will be assigned upon his return, will submit a statement of his/her new duties to the Civil Service Commission, and the Commission, after due investigation, will classify the job and recommend a pay range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured employee elects to return to work, and suitable work is available for him/her, he/she shall be employed in the new classification, and at the appropriate rate within the range for that class. When able to resume his/her former duties, he/she shall be restored to his/her previous job at the step at which he/she 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.**

If the employee disagrees with the determination of the City-appointed physician or other appropriate licensed practitioner, the employee may submit an examination report from a licensed practitioner of his choice. If the opinion and conclusions of the City-appointed and employee-retained practitioners differ, the employee shall submit to an examination by a practitioner mutually appointed by the ~~two practitioners~~ **City and the employee within thirty (30) days of the member's submission from the licensed practitioner of his/her choice. Such examination shall be paid by the City. The opinion and conclusion of the third practitioner shall be binding for purposes of duty injury leave entitlement.**

While waiting for the 3<sup>rd</sup> party neutral examination to occur, the employee will be placed on paid administrative leave. Once the 3<sup>rd</sup> party physician makes a determination, the employee's pay status for the time awaiting that determination will be adjusted accordingly.

**A. Section 7. Temporary Total Benefits.** To be entitled to duty injury leave, members who are injured while on duty shall file for workers' compensation benefits according to the workers' compensation law and regulations. Such filing may include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. As a condition to receiving duty injury leave, should the member receive any temporary total compensation, they must submit the entire amount to the City to which the employee is entitled under workers' compensation for the period the employee is receiving benefits, in compensation, from the City. The requirement for reimbursement by the employee of temporary total compensation will cease at the time the City ceases duty injury leave payments. The

City shall continue the employee's full salary during the duty injury leave. In the event the City elects to have the employee apply for Temporary Total Disability (TTD) benefits, the employee will be required to reimburse the City for all TTD benefits received for any period of duty injury leave.

Should the employee receive Duty Injury Leave, and one of the following occurs: the employee is determined to be ineligible for temporary total benefits under Bureau of Workers' Compensation guidelines, the employee is determined by a physician to have reached Maximum Medical Improvement, or a physician determines the employee is able to return to regular duty or light duty that the City offers, the duty injury leave received under this Article will be terminated subject to the duty injury leave being reinstated and the employee reimbursed upon being found eligible by the Bureau or upon being eligible under the Bureau of Workers' Compensation Guidelines for temporary total benefits and/or upon the review and determination of another physician per the physician review process set out in 6. Any further wages will be allocated to sick leave and/or other accrued leave should the employee continue to stay off work.

Section 7-9. Special Major Medical Leave. For all employee's 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 debilitating physical disease (such as cancer and heart disease) or injury that requires a lengthy confinement or convalescence. Major Medical leave may be used only after all accrued paid leave has been exhausted. The City will require verification from a physician to substantiate the need for this leave. **Employees who receive Special Major Medical Leave benefits cannot receive and retain Workers' Compensation temporary total disability benefits for the same period of time, arising out of the same injury.**

~~Section 8. Coordination of Workers' Compensation. Employees who receive Injury or Work-Related Special Major Medical Leave benefits cannot receive and retain Workers' Compensation temporary total disability benefits for the same period of time, arising out of the same injury. However, employees who are injured while on duty shall file for Workers' Compensation benefits according to the Ohio Workers' Compensation Act. Such filing shall include requests for any available compensatory program designed to compensate workers for lost wages. Copies of all filings as well as all required physician statements shall be submitted to the City as a condition precedent to receiving Injury or Work-Related Special Major Medical Leave. Thereafter, should the employee receive any worker's compensation temporary total disability benefits which extend over the same period for which the member was paid Injury or Special Major Medical Leave benefits, the employee is required to endorse these disability benefits over to the City. In furtherance of these provisions and in compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation the employee will be required to execute a written agreement which reflects the provisions of this Section.~~



## ARTICLE 12 - SPECIAL LEAVES

Section 1. Jury Duty Leave. An employee, while serving upon a jury in any court of record, will be paid his regular salary for each of his workdays during the periods of time so served. Time so served shall be deemed active and continuous service for all purposes.

Section 2. Examination Leave. Time off with pay shall be allowed employees 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.

Section 3. Court Leave. Time off with pay shall be allowed employees who are required to attend any court of record as a witness for the City in any matters.

### Section 4. Military Leave.

- A. Paid Leave. Employees 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 in addition to vacation leave 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 Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that an emergency exists, then the employee, if ordered to active duty for the purposes of that emergency shall be paid pursuant to this Section for the period, or periods, of that emergency, whether or not consecutive. An employee shall be paid his regular salary for the period of time so served less whatever amount such employee may receive as his/her military base pay. **Employees 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 salary. 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 an employee fails to provide the required notice and documentation and is overpaid by the City as a result, the overpayment will be deducted from the employee's next paycheck(s).**
- B. Military Leave Without Pay. An employee 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.

Employees in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible employee shall lose his rank, grade, or seniority enjoyed at the time of his enlistment, induction or call into the active service (other than for military training level), of the Armed Forces for the United States of America or any branch thereof, except that a provisional employee at the time of entering active military service shall not be entitled to restoration to his position if an eligible list from which appointment to such positions may be made has been established prior to his/her application for restoration to such position.
  2. Any employee 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 held immediately prior to his/her enlistment or induction into the service or to a position of equal rank and grade. Such employee must request restoration to his/her position. Nothing contained in this paragraph "B" shall obligate the City to pay an employee who is on military leave of absence.
  3. Any employee serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise his/her restoration rights within the prescribed time.
  4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include the Army, Air Force, Navy, Marines, and Coast Guard.
  5. An employee who achieves permanent status while filling a vacancy resulting from the enlistment or induction of an employee into military service, upon return of that employee from the service, shall be placed on an eligible list in the order of his/her original position.
  6. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
  7. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.
- C. Return from Military Leave. Whenever an employee 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.

Section 5. Funeral Leave. Employees 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 funeral leave for a death in the immediate family with written approval from the Chief of Police. In the event of need for time off to attend the funeral of an aunt, uncle, niece or nephew, an employee may use any accumulated paid vacation or compensatory time off and if the employee does not have adequate advance notice of the need for the time off, then the normally-required advance notice to the City for using vacation or compensatory time off will be waived.

Section 6. Absence Without Leave. All unauthorized and unreported absences shall be considered as absence without leave and loss in pay shall automatically be made for the period of absence. Such unauthorized absence may also be made the grounds for corrective action, including dismissal or suspension.

### ARTICLE 13 - EDUCATIONAL INCENTIVES

Section 1. Reimbursement Program. Each member who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition, course fees and lab fees in courses of instruction taken towards an associate's and/or a bachelor's degree at an accredited college or university. The rate of reimbursement shall be one hundred percent (100%), provided that a grade C or better is attained in a course subject to a maximum limit of \$2,000 per member per calendar year. Job related advanced training given by the recognized organizations and educational facilities shall be included to assist each member in professional development.

- A. 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 his/her designee and with the Department of Finance. All scheduled times of courses must be approved by the Appointing Authority. Any situation which, in the discretion of the Appointing Authority, would require an employee's presence on the job, shall take complete and final precedence over any times scheduled for courses. **This \$2,000 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. 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 an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the City.

- C. The Department of Human Resources shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Only those institutions listed by the Department shall establish eligibility of the employee to receive reimbursement for tuition. Additional institutions can be added by forwarding an application for reimbursement to the Department of Human Resources. Applications for approval of institutions must be made to the Department of Human Resources not less than thirty (30) days prior to enrollment. The thirty days may be waived with the approval of the Human Resources Director.
- 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.

#### ARTICLE 14 - PERSONAL EXPENSES

Section 1. Personal Expenses. The following shall apply as to personal expenses incurred by employees related to travel, etc., on City business:

- A. Any employee, whenever authorized by the Chief of Police, Mayor or Safety Director to engage in or upon official daily business for/or on behalf of the City, will be reimbursed for all expenses incurred subject to limitations by policy. Such employee shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. This reimbursement for any expenses 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 employee may request prepayment of any expenses. Such request shall be submitted for authorization by the Mayor or 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, is subject to the **maximum amounts stated and other provisions outlined in the City of Gahanna travel policy** ~~maximum amounts stated in the City's Policy and Procedures Manual, in the section entitled "Travel Procedure."~~

#### ARTICLE 15 - MISCELLANEOUS ECONOMIC

Section 1. Termination During the Probationary Period. Employees shall be given sufficient time to demonstrate their abilities and may be terminated without cause during the initial one year probationary period as a Radio Dispatcher. At least once during each six (6) months of the initial probationary period, the Chief or his designee shall inform the employee as to his/her progress and advise him/her as to how he/she can improve his/her work performance.

Section 2. Employee Wellness Tools Incentive Program.

Each employee covered by the group medical insurance program described in Article 10 will be entitled to up to a maximum of \$400 each year as reimbursement for or payment for certain wellness-related expenses for the employee as set forth in the City Employee Wellness Tools Incentive Program. Wellness-related expenses covered by the program are detailed in the written Program Summary, a copy of which will be given to all employees.

All services, programs, or items for which an employee seeks reimbursement or payment under the Employee Wellness Tools Incentive Program must have been obtained and completed on or before the employee's last day of paid, active employment with the City. Also, reimbursement or payments under this program can only be made during the same calendar year in which the related services, programs, or items were obtained. Therefore, in order to receive any reimbursement or payment under this program, the services, programs, or items must be completed or obtained by November 30 and the request for reimbursement or payment must be submitted to the City by December 7, so that payment can be made in the same calendar year. Employees will not be reimbursed all or any portion of a payment for services, programs, or items not obtained or completed by November 30 and not submitted to the City for reimbursement on or before December 7. All reimbursements and payments under this program are subject to applicable federal, state, and local taxes.

~~Job-Related Education Incentive. Each employee is eligible to qualify for a lump sum, non-wage rate payment during any calendar year during the term of this Agreement under the following conditions:~~

- ~~A. The intent of this provision is to improve the job skills of each employee by encouraging but not requiring them to engage in continuing education activities related to their job.~~
- ~~B. Each employee who, before December 31 of a year covered by this Agreement, completes one course at an accredited institution of higher learning approved by the Chief of Police and the Finance Director shall receive, for that year, a lump sum payment (which shall not~~

~~become part of their wage base) of Four Hundred Dollars (\$400.00). To be eligible to receive this payment, the employee must give notice to the Finance Director before December 1 of the year for which payment will be requested. Payment will be made no later than thirty (30) days after the Finance Director is given notice by the employee that the class has been completed.~~

~~C. The above required course approval by the Chief of Police and the Finance Director shall not be unreasonably denied. Any such denial may be challenged through the grievance procedure.~~

Section 3.

**B. Physical Fitness Incentive.** ~~In lieu of the Job Related Education Incentive provision~~ **As an alternative to the Employee Wellness Tools Incentive Program** referenced above, any employee covered by this Agreement may qualify **each calendar year of this Agreement for a lump-sum payment (which shall not become part of their wage base) of four hundred dollars (\$400.00)** by complying with the requirements of the Physical Fitness Incentive Payment Provision which is attached hereto and incorporated herein by reference as Addendum A. **To be eligible to receive this payment, the employee must give notice to the Finance Director before December 1 of the year for which payment will be requested.** ~~the payment set forth in Article 15, Section 2(B)~~

Section 3. **Training Pay.** Employees who are assigned to conduct new hire training will receive \$1.25 per hour for each hour of training conducted.

ARTICLE 16 - DEFINITIONS

Section 1. For the purposes of use of sick leave and funeral leave, immediate family consists of spouse, son, daughter, foster child, brother, sister, parent, grandparent, **brother-in-law, sister-in-law**, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, grandchild, and grandparent-in-law.

ARTICLE 17 - WAGE RATES SERVICE CREDITS

Section 1. Wages.

The following straight-time wage rates shall be paid Police Radio Dispatchers effective the pay period after the dates indicated

<u>Pay Period</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
-------------------	---------------	---------------	---------------	---------------

January 1, 2010

0%

Hourly	16.57	18.94	21.33	23.90
Bi-Weekly	1325.26	1514.96	1706.40	1911.84
Annual	34,456.74	39,388.87	44,366.46	49,707.71

January 1, 2011

1.5%

Hourly	16.81	19.22	21.65	24.26
Bi-Weekly	1,345.14	1,537.68	1,732.00	1,940.51
Annual	34,973.59	39,979.70	45,031.96	50,453.33

January 1, 2012

2%

Hourly	17.15	19.61	22.08	24.74
Bi-Weekly	1,372.04	1,568.43	1,766.64	1,979.32
Annual	35,673.06	40,779.30	45,932.60	51,462.39

**In addition to the straight-time wage rates described above, Police Radio Dispatchers will be entitled to a \$500.00 one-time payment upon signature of this agreement, a \$500.00 one-time payment on January 1, 2011, and a \$500.00 one-time payment on January 1, 2012.**

Section 2 Pay Plan Administration. The following shall apply to advancement from Step 1 to Step 4 in the rank of an employee.

- A. Step 1 shall be the minimum rate and shall be the hiring rate for the class.
- B. Any employee hired after January 1, 2007, becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following satisfactory completion of twelve (12) months of continuous service in his or her class at Step 1.
- C. An employee becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following satisfactory completion of one (1) year of continuous service in his or her class at Step 2.
- D. An employee becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following satisfactory completion of one (1) year of continuous service in his or her class at Step 3.

- E. The salary step advancements as prescribed in this Article shall be mandatory upon the Appointing Authority with regard to employees, except that the Chief, in his discretion, may start any new full-time employee at Step ~~2~~ **3** of the wage scale if that employee has previous training and experience that warrant the higher starting wage.

Section 3 Pay Period. All employees whose salaries are provided for by this Agreement shall be paid on a bi-weekly basis (or pay period) unless otherwise provided by appropriate ordinance of Council.

Section 4 Annual Service Credit. Employees 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:

<u>Service</u>	<u>Base</u>
5 through 9 years	\$650.00
10 through 14 years	\$850.00
15 through 19 years	\$1050.00
20 or more years	\$1250.00

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 completed years of active service as a full-time dispatcher in the Gahanna Police Department as of the date of payment.

The Annual Service Credit will be included in the calculation of the regular rate for overtime pay. The Base amount will be divided by 2080 to reflect the increase in the hourly rate. The increase in the hourly rate will be multiplied by (.5), and then multiplied by the number of hours in excess of 40 worked in each work week by the employee. A lump sum check reflecting this additional overtime will be issued with the second regular paycheck in January of the following year.

For the purpose of this Section, completed active service shall include approved City paid military leave.

Section 5. Shift Differential Pay

- A. The shift differential rate shall be 85 cents per hour for any eight (8) hour workday in which the work occurs after 3:00 p.m. and prior to 7:00 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 premiums hours only.
- B. Shift differential pay shall be paid only for actual hours worked. 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 authorized overtime occurs in conjunction with an eight (8) hour workday during the time period specified in paragraph A above for which shift differential would be paid, the shift differential shall be paid for each hour of overtime worked.

- C. The shift differential will be added to the base hourly rate prior to computing the overtime rate.

Section 6.      Lead Dispatcher Pay.

- A. Effective January 1, 2007, the Dispatcher assigned to a Lead Dispatcher position with TAC Officer duties will receive an additional \$2.00 per hour in base pay. When the Lead Dispatcher's scheduled hours are changed, specifically for performing duties as a Lead Dispatcher or TAC-related duties, it will not trigger additional compensation under Article 19, Section 7, or any other Article of this Agreement. **The Lead Dispatcher shall be the TAC Officer.**
- B. Whenever the Lead Dispatcher duties are to be reassigned, the department will post a notice for five (5) days to give employees an opportunity to express interest in the assignment. The assignment will be based on qualifications, experience, and past job performance. Should the position not be filled by the administration internally, the position will be filled utilizing the City's Civil Service process.

Section 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 OPBA 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 EMPLOYEES FOLLOWING CERTAIN PERSONNEL ACTIONS

### Section 1. Recall From Layoff.

- A. An employee who is recalled from layoff shall be reinstated at the same rate as if he or she were not laid off.
- B. 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.

Section 2. 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

Section 1. Definition. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The salary and wage ranges prescribed in the pay plan for the respective classes of positions are based upon an average workweek of forty (40) hours and a work year of 2,080 hours. "Pay status" shall include work hours as well as all hours in pay status while on any approved leave, including holiday, vacation, injury, military, and sick leave.

Section 2. Overtime. Bargaining unit members shall be compensated at straight time rates for all hours in paid status, except that all hours worked in excess of eight (8) in any day or forty (40) in any workweek shall be compensated for at a rate of time-and-one-half. Employees shall be paid time-and-one-half for time worked between forty (40) hours and forty-eight (48) hours and double time for time worked in excess of forty-eight (48) hours. No employee shall be paid for overtime worked which has not been authorized by his/her Supervisor. The City will make a good faith effort to offer all overtime of four hours or longer in duration to bargaining unit members on an equalized basis insofar as practicable. The City has the right to correct any agreed-upon unequal distribution of overtime as soon as reasonably practicable but not later than ninety (90) days after the matter is brought to the City's attention, provided sufficient overtime is available to correct the unequal distribution.

Section 3. Call-In Pay/Court Pay. When a bargaining unit member is called back for work by the Appointing Authority or his/her designee for hours not abutting his/her regular shift hours, he/she shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to employees called in to off-duty court appearances and department meetings. If a member is given at least twenty (20) days' advance notice of a call-in for a planned event, such as P.T. testing or any other reason, then compensation for the time will be on an hour-for-hour basis.

Section 4. Additional Considerations. Unless otherwise provided in this Agreement, an employee working a five (5) day, eight (8) hour schedule is required by a supervisor to work on the seventh consecutive day within his or her scheduled workweek, and the member has actually worked at least ~~thirty-two (32)~~ **forty (40)** hours forty (40) 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. There shall be no pyramiding of overtime.

Notwithstanding the foregoing provisions, employees who are called in or are to report for court appearances shall receive the minimum call-in guarantee at their regular rate of pay unless the employee would be placed in an overtime status. If the call-in for court appearances places the employee in overtime status, the employee shall receive compensation at the rate of time-and-one-half his/her rate of pay. Other premium rates shall not apply to court appearance time.

An employee engaged in or required to attend training, schooling or seminars shall be paid at the rate of time-and-one-half his/her rate of pay if the employee would be placed in an overtime status for such training, schooling or seminars.

Section 5. Compensatory Time. Compensatory time off shall be earned or granted to employees, 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 an employee may accrue 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 will be paid at the rate in effect as of the date of the request.

Upon separation from employment with the City for any reason, employees shall be entitled to compensation at their then current rate of pay for accrued and unused compensatory time accumulated.

Section 6. Report-In Pay. Whenever any employee reports for duty on a regular work day, at his/her usual time, and sufficient work is not available, he/she shall be guaranteed payment for a minimum of four (4) hours of work even if the number of hours actually worked is less than four (4) hours. In addition, any absence from work under these circumstances shall not constitute a break in service.

Section 7. Deviation Pay. If an employee's scheduled work hours on a scheduled work day are changed by more than two hours, the employee will be paid at time and one-half the employee's regular hourly rate for each hour worked outside of the regular scheduled shift, except in the following cases:

- A. Where the change is made at the employee's request or with the employee's consent.
- B. Where the change is a result of a shift change of one week or more.

- C. Where the change is a result of an employee being assigned to restricted duty.
- D. Where the employee is sent to a school conducted by an outside agency and the school is more than a 10-hour duration.
- E. Where the change is a result of department-wide training.

#### ARTICLE 20 – SHIFT BIDDING

All dispatcher shift assignments (with days off) shall be posted quarterly, from February 15 through February 28, May 15 through May 30, August 15 through August 30 and November 15 through November 30 for assignments opening April 1, July 1, October 1 and January 1, respectively. Shift assignments shall be filled on a seniority basis. The member with the highest seniority will have the first choice of shift assignment. This process will be followed in order of oldest in seniority to youngest in seniority, until all members have selected a shift assignment.

Nothing herein alters the City's right to change an employee's shift assignment for operational needs of the Division or to insure the safety of an employee or the public. In addition, the City has the right to make a temporary change in an employee's shift assignment for emergency reasons.

#### ARTICLE 21 - UNIFORMS, EQUIPMENT AND ALLOWANCES

Section 1. Initial Issue. Upon appointment to the Police Department, each employee shall be provided the uniforms and equipment listed in Section 5 herein.

Section 2. Required Uniforms. All required uniforms and equipment shall be furnished by the City and shall be replaced by the City as needed, on a trade-in basis.

Section 3. Damaged Uniform Parts or Equipment. Employees shall be allowed to turn in uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the City at no cost to employees except where the damage was caused by the employee's negligence.

Section 4. Damaged Personal Property. Employees shall be allowed to turn in personal property which is damaged in the line of duty and these items will be repaired or replaced by the City at no cost to the employee, except where such damage was caused by the employee's negligence. The following rules will apply: \$150.00 maximum per personal item damaged; \$300.00 maximum per incident. An A/I Report will accompany all requests for reimbursement under this Section. In order to qualify for reimbursement, the personal property must be of a kind customarily worn or used in performing the job or related activities.

Section 5. List of Uniforms and Equipment.

Polo Shirt with insignia (5) (employees may designate a preference for long or short-sleeve shirts)  
Pants (5)  
Footwear (1)  
Name Tags (1)  
Belt (1)

A Uniform Committee consisting of the Command Officer assigned to supervise the radio room, a bargaining unit member, and a person designated by the Chief will determine the style, type and design for uniform items.

Section 6. Cleaning. Employees shall be entitled to have their uniforms cleaned. Each member may have no more than eight (8) uniform items cleaned each week, at no cost. The City shall designate the cleaning service where uniforms are to be cleaned and the City shall have the exclusive authority to contract for the provision of such services.

Section 7. Termination. Upon termination, employees shall return all uniforms and equipment furnished by the City to the City.

ARTICLE 22 - VACATION LEAVE

Section 1. Vacation Year. The vacation year for employees shall end at midnight on December 31 of each year.

Section 2. Conditions for Accrual. Each full-time status employee 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 as recognized by the City, 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 employee's date of hire with the City of Gahanna. The proof of service should include, at minimum, the employee'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.

Section 3. Accrual Schedule for Vacation. The following vacation-accrual schedules are established.

Paid Vacation

Paid Vacation

<u>Years of Service</u>	<u>Hrs./Yr.</u>	<u>Days/Yr.</u>
Date of hire but fewer than 3 years	80 hours	10 days
3 years but fewer than 5 years	88 hours	11 days
5 years but fewer than 10 years	136 hours	17 days
10 years but fewer than 15 years	176 hours	22 days
15 years but fewer than 20 years	200 hours	25 days
20 years or more	248 hours	31 days

Section 4. Vacation Carry Over. An employee may carry over into the following year **two times his or her total annual vacation accrual hours, subject to** a maximum of three hundred (300) hours **of vacation carry-over.** ~~However, the amount of vacation time carried over into the following year must be used prior to December 31 of said year (subject to Section 5-A below).~~

Section 5. Additional Considerations.

- A. At the end of each vacation year, an employee in full-time status shall be paid for any vacation balance in excess of the maximum fixed by this Article provided that the member gives notice to the City by October 1 of his or her request for the payment. The payment is subject to the Chief's approval and can be denied if there are not sufficient funds in the Division's overtime budget to fund the payment. If the payment is denied, the member can carry over any vacation balance in excess of the maximums for use by June 30 of the next year.
- B. An employee in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his or her last day of active service with the City. However, in the case where an employee is removed by the City, no compensation will be given for the period of time in which the employee's conduct is proven to have caused the removal.
- C. When an employee dies while in paid status in the City service, any unused vacation leave to his/her credit shall be paid in a lump sum as provided in Ohio Revised Code Section 2113.04.
- D. 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.
- E. Vacation leaves may be taken in multiples of one half (1/2) hour.

ARTICLE 23 - HOLIDAYS

Section 1. Holiday Leave Pay. Holiday Leave Pay for all employees shall be for 128 holiday hours. These hours will be ~~paid~~ **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. A member may elect to have less than 64 hours distributed in January with the balance distributed in July.**

2. **Holiday Pay may be taken as either pay, compensatory time or a combination of both, as directed by the member. However, at no time may the member's compensatory bank exceed 180 hours.**

A. ~~In the first full pay in January, one hundred and twenty-eight (128) hours will be placed in an employee's annual holiday pay and/or comp time bank.~~

~~B. The one hundred and twenty-eight (128) hours in Section "23.1(A)" will be paid or accredited in one of the following ways:~~

~~1. Pay (not to exceed sixty-four (64) hours). If the member chooses, the additional sixty-four (64) hours can be taken as pay no later than July 15 of each year.~~

~~2. Compensatory time (Not to exceed the 180 hour bank).~~

~~3. Any combination of Section 23.1, Section 23.1 (B)(1) and (B)(2) that equals one hundred and twenty-eight (128) hours.~~

C. ~~If Section 23.1 (B)(1) is chosen, it~~ **Any money 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.

Prior to January 1 of each year, each employee must inform the payroll department of exactly how this is to be paid for the year.

All new hires or terminations will be prorated based on holidays remaining in the year. If an employee separates from the City, regardless of the reason, the time left in that calendar year for unpaid holiday pay shall be reimbursed to the City. This reimbursement will be made through a deduction in the final paycheck received by the member. **Any monies due the City will be paid first before any voluntary deductions.** 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 23.1 (B)(1). For either termination or new hires, the hours will be prorated based on the 'Hours In Bank' schedule detailed below.

## Section 2. Schedules and Amounts.

<u>Hours In Bank</u>	<u>Holiday</u>	<u>Overtime Rate</u>
10.67	New Year's Day	2½ times
10.67	Martin Luther King Day (3rd Monday in Jan.)	2 times
10.67	President's Day (3rd Monday in February)	2 times
10.67	Easter Day	2½ times
10.67	Memorial Day (Last Monday in May)	2½ times
10.67	Independence Day (July 4th)	2½ times
10.67	Labor Day (1st Monday in September)	2½ times
10.67	Columbus Day (2nd Monday in October)	2 times
10.67	Veteran's Day (November 11th)	2 times
10.67	Thanksgiving (4th Thursday in November)	2½ times
10.67	Christmas Eve (December 24)	2½ times
10.67	Christmas Day (December 25th)	2½ times

In the event overtime occurs on a holiday, the holiday overtime rate will be paid for all hours where the start of the overtime hours began between 12 midnight and 11:59pm of the actual holiday.

Section 3. Additional Holidays. In the event that any additional holiday is established under federal or state law and is also adopted by the Gahanna City Council or is granted by the Mayor to other City employees, then a corresponding additional eight (8) hours of compensation will be awarded employees under this Article.

Hours actually worked on a holiday in excess of eight (8) will be paid at the applicable holiday premium rate.

## ARTICLE 24 - SAVINGS CLAUSE

Section 1. Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific Article, Section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

Section 2. Prior to any change in this Contract made in accordance with Section 1, the City shall notify the Union of the change and give the Union the opportunity to bargain collectively with the City on such changes.

## ARTICLE 25 - NO STRIKE - NO LOCKOUT



Section 1. Strike Prohibition. The services performed by the employees included in this Agreement are essential to the public health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

Section 2. Notice. In the event any employee covered hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management. Violation of Section 1 constitutes just cause for employment termination.

Section 3. No Lockout. The Management shall engage in no lockout of employees in the bargaining unit.

#### ARTICLE 26 - UNION BUSINESS

Section 1. Directors. There shall be one Union Director authorized under this Agreement.

Section 2. Investigation. The Director, upon reasonable notice and authorization from the Chief or designee, shall be allowed reasonable time off without loss of pay to investigate grievances or disciplinary actions and to attend grievance or disciplinary hearings. Permission to investigate and/or process grievances will not be denied.

Section 3. OPBA. A representative of OPBA may meet with employees in a meeting area designated by the City before the start of or at the completion of a shift and shall be permitted access to work areas at all reasonable times to adjust grievances and to settle disputes, provided work assignments are not interfered with.

#### ARTICLE 27 - WORK RULES

The City agrees that, to the extent possible, work rules and changes in work rules shall be reduced to writing and applied uniformly where possible.

#### ARTICLE 28 – MANAGEMENT RIGHTS

Section 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 employees of the Division of Police, including the right to assign work and overtime;
- F. To hire, examine, promote, train, transfer, assign and schedule employees in positions with the Division of Police;
- G. To suspend, demote, discharge, or take other disciplinary action against officers for proper 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 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 employees as appropriate;
- N. To maintain and improve the efficiency of the Division of Police; and
- O. To determine, provide and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for employees to appropriately and safely carry out their duties.
- P. The Safety Director may promulgate rules and regulations relative to the management of the Police Department except as may be prohibited by law, by the Articles of this Contract or by any other written agreement between the City and the Union.

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 29 – FAMILY AND MEDICAL LEAVE

The City will allow employees all leaves and other rights as required by the federal Family and Medical Leave Act. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA will be credited against the employee's time available under the FMLA. Employees on FMLA leave are required to exhaust available paid leave. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA.

It is recognized that employees, in appropriate circumstances, may preserve their employment status with the City when FMLA leave has been exhausted. Employees who remain employed after the expiration of FMLA leave will use any accrued, but unused, paid time off benefits; however, the employee will not continue to accrue additional benefits entitlements after exhaustion of his or her FMLA leave and all paid leave. In addition, employees who remain employed with the City after their FMLA leave and all paid leave has been exhausted will be afforded the opportunity to continue medical insurance under federal law (COBRA), and the employee will be responsible to pay the COBRA premiums.

#### ARTICLE 30 – PART-TIME DISPATCHERS

Section 1. The City may only utilize part-time dispatchers who are properly trained and qualified pursuant to the standards existing in the Gahanna Police Department.

Section 2. In situations where overtime becomes available due to call-off, part-time dispatchers will not be offered the work until all full-time dispatchers have been offered the work. The City's obligation to contact full-time dispatchers will be considered met by making a telephone call to the person's home phone on the department recorded line. This Section does not apply to work scheduled more than 24 hours in advance.

Section 3. Before any full-time dispatchers may be laid off, all part-time dispatchers shall first be laid off.

Section 4. Any proven violation of the overtime-related provisions of this Agreement will be remedied by granting the next full-time employee on the overtime list the next available overtime opportunity of any type. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

Section 5. No money shall be expended by the City to provide dispatch-related training to part-time dispatchers at outside agencies except where the training is mandated by the State of Ohio, unless all regular dispatchers who have not had the training or do not already have the experience are first offered this same training opportunity. The restrictions of this section will not apply where there is a legitimate business reason related to the part-timer's experience making the training uniquely appropriate to that person.

## ARTICLE 31 – SUBSTANCE ABUSE & DRUG TESTING

Section 1. Mutual Goal. The City and the Union agree that it is their mutual goal to maintain a drug-free and alcohol-free workplace.

### Section 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 (1) 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.

### Section 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.

Section 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 of this Article; or (c) is possessing or using illegal drugs violation of Section 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 Union has no role or responsibility with regard to any such pre-employment testing.

Section 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.

Section 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 Union 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:

- a. 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.
- b. 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 Union 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 Union, 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

#### Section 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 Union and City.

Section 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 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.

Section 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.

Section 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.

Section 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.

Section 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 Union 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).

Section 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).

Section 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 five 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.

Section 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.

Section 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 Union 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.

Section 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.

Section 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 AGREEMENT

This Agreement shall be, subject to council ratification, effective as of the first pay period after January 1, 2007~~10~~**11** and shall remain in effect through December 31, 2009~~12~~**11** and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of any such period, notifies the other party, in writing, of its intention to terminate this Agreement.

Signed and dated at Gahanna, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2007~~10~~**11**.

FOR THE CITY OF GAHANNA:

FOR THE OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION:

\_\_\_\_\_  
Rebecca W. Stinchcomb, Mayor

\_\_\_\_\_  
Mark Volcheck, Attorney

\_\_\_\_\_  
Dennis Murphy, Chief of Police

\_\_\_\_\_  
Maggie McCormick, Communications Officer

\_\_\_\_\_  
Kristen M. Treadway, Director of HR

\_\_\_\_\_  
Kathrine Teeter, Communications Officer

\_\_\_\_\_  
Angel Mumma, Director of Finance

\_\_\_\_\_  
Michael J. Underwood, Attorney