

Amendment to the Bargaining Agreement, effective
January 1, 2010 – December 31, 2012

Between: City of Gahanna and Fraternal Order of Police, Capital City Lodge, #9

ARTICLE 24
SICK AND INJURY LEAVE, Sections 24.6—24.8

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

A. Member's Responsibilities.

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

B. Injury Leave Approval.

The Injury/Accident Report signed by the member's immediate supervisor (or supervisor on duty) and the Chief, or designee, and the related documents provided to the member by the City in the "Injury Reporting Kit" shall be submitted to the Director of Human Resources within three (3) work days of the date of the injury. Where it is determined by the Safety Director that the injury was sustained by the member while in the performance of the member's duties, and prevents the member from working his or her regular duties, the member shall be placed on injury leave. Should the member be approved for injury leave by the

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Safety Director, but workers' compensation coverage is later denied, any past injury leave pay will be allocated to the member's available leave balances, consistent with City policy, or reimbursed by the member to the City if the member's leave balances are not adequate to cover the approved injury leave.

C. Restricted Duty.

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

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

circumstances shall such work involve work that requires either heavy physical labor or work involving the use or operation of any heavy equipment.

D. Reclassification Option.

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

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

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

F. Termination of Injury Leave.

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

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

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

24.7. Special Major Medical Leave. For all members with ten (10) or more years of service, a period of nine (9) months at one-half pay will be provided for special major medical leave. "Major Medical" shall be

defined as: Any and all circulatory diseases (including, but not limited to stroke or heart attack), paralysis, and loss of sight. Major Medical may be used after other benefits from Article 24 have been used. A member who receives special major medical leave cannot receive and retain Workers' Compensation temporary total wage benefits for the same period of time, arising out of the same injury.

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

FOR THE CITY:

Rebecca W. Stinchcomb, Mayor

DATE: _____

FOR THE FOP:

James H. Gilbert, Lodge President

DATE: _____

APPROVED AS TO FORM:

Thomas L. Weber, City Attorney

Date: _____