

To: Members of the City Council of the City of Gahanna

From: Michael J. Underwood

Date: May 15, 2002

Re: Tentative Agreement with the Fraternal Order of Police, Capital City Lodge No. 9

The attached is a complete text of the tentative agreement for revising the labor contract between the City of Gahanna and the Fraternal Order of Police, Capital City Lodge No. 9. The changes are consistent with those described in the summary provided to Council earlier. Also enclosed is a copy of the existing wage article (Article 17) to make it easier for you to compare current to future wages.

As a point of clarification, a computer glitch caused the vacation article to appear as if all of the vacation levels are new. That is not the case. The only changes in the vacation benefit are those described in the earlier summary. Specifically, 8 additional hours for officers with more than 20 years of service and a new 88-hour level for officers with 3, but fewer than 5 years. In the current contract, officers with 5 or fewer years of service have 80 hours of vacation.

Also attached are three Letter Agreements signed by the parties in connection with this negotiation. The first memorializes how the parties agree to handle promotions that occurred in February, 2002 while the bargaining was still going on. The second is a clarification of the understanding of the parties regarding certain language in Article 19. The third reflects the parties' agreement that retroactive pay increases would be only for those still employed by the City as of April 30, 2002. (A copy signed by the Union is forthcoming). There will be one additional Letter Agreement which has not yet been written. Under the new contract, an officer will have to have served at least one year in a patrol assignment before being eligible to test for sergeant. The Union and the City agreed during the bargaining that it would not be reasonable to apply that requirement to current officers who perhaps left patrol assignments in less than one year, not knowing it could affect their future eligibility to test for sergeant. Therefore, the parties will sign a Letter Agreement stating that current officers are "grandfathered" out of the requirement and it will apply only to those hired after contract ratification.

As always, I am available at your convenience to answer any questions you may have.

MJU:md

CONTRACT BETWEEN

CITY OF GAHANNA

AND

**FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NO. 9**

JANUARY 1, ~~1998~~2001 - DECEMBER 31, ~~2000~~2003

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ARTICLE 1 CONTRACT

Section 1. Contract. This Contract is made and entered into by and between the City of Gahanna, Ohio (hereinafter referred to as the "City"), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the "Lodge").

Section 2. Purpose. This Contract, is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between and among the City, members of the bargaining units hereinafter referred to as "member" or "members") and the Lodge.

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

Section 3. Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 4. Past Practices. Any past benefit or past practice that has been continuous and is known and sanctioned by the Chief of Police, but is not specifically addressed in this ~~contract~~Contract will not be altered until good faith discussions between the ~~Chief of Police~~City and the Lodge take place in a labor relations meeting. ~~Past practices relating to Lodge executive board attendance at board meetings, delegates to FOP conferences, work sessions of Lodge negotiators and funeral representation, prior to the effective date of this Contract which are not specifically addressed in this Contract, shall not be altered except by negotiations between the parties.~~

ARTICLE 2 RECOGNITION

Section 1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2 of this Article in any and all matters relating to wages, hours and terms and conditions of employment and the continuation modification or deletion of existing provisions of the current Contract between the parties.

Section 2. Bargaining Units. The first bargaining unit covered by this Contract consists of all sworn, full-time, regular members of the Department in the rank of Police Officer. The second bargaining unit covered by this Contract consists of all sworn, full-time members of the Department in the ranks of Sergeant and Lieutenant. Excluded from either bargaining unit, and thereby from coverage within this Contract, are all positions in the Department outside the rank's of Police Officer, Sergeant, and Lieutenant, including the Chief of Police, Captain, and civilian employees (including Dispatchers). Reference throughout this Contract to members means employees within both bargaining units unless specified otherwise.

ARTICLE 3 LODGE SECURITY

Section 1. Dues Deduction. Pursuant to Ohio Revised Code, Section 4117.09(B)(2), the City agrees to deduct Lodge membership dues, in the amount certified by the Lodge to the City, from the pay of any Lodge member who submits a written authorization for such deduction. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge member whom the Lodge certifies owes initiation fees or assessments. The deductions authorized by this Section shall be made in the first pay period of each month. If a Lodge member has insufficient pay due on that payday, such amount shall be deducted from the next or subsequent pay.

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

Any Lodge member may withdraw from payment of dues deduction by submitting a letter to the Chief of Police who shall forward the letter to the City Finance Director and the President of the Lodge expressing the Lodge member's desire to withdraw his or her dues deduction authorization.

Section 2. Fair Share. Bargaining unit members who are not members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of fair share fee shall be determined by the Lodge, but shall not exceed dues paid by the members of the Lodge who are

in the bargaining units. Such fair share fees shall be certified by the Lodge to the City at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.

For the duration of this Contract, such fair share fees shall be automatically deducted by the City from the payroll check of each bargaining unit member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Financial Secretary of the Lodge once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

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

The City's obligation to make deductions under this Section shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside the bargaining units.

Section 3. Lodge Bulletin Board. The Lodge shall be permitted to construct, install and maintain a bulletin board at Police Headquarters. Obscene material or material holding the City, the Department or any member to public ridicule will not be placed on this bulletin board. The Lodge agrees that posting of this material on Headquarter's walls, doors, etc. is prohibited.

Section 4. Lodge Ballot Box. The Lodge shall be permitted, with a prior notification to the Chief of Police, to place a ballot box at Police Headquarters for the purpose of collecting Lodge members' ballots on all Lodge issues subject to ballot. Neither the ballot box nor the ballots shall be subjected to the City's review.

Section 5. Indemnity. The Lodge shall indemnify, hold harmless and defend the City for any and all liability, claims or demands which may arise from action taken or not taken for the purpose of complying with this Article, to the extent such indemnification is permitted by law.

ARTICLE 4 NONDISCRIMINATION

Section 1. Joint Pledge. The City and the Lodge shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, handicap, political affiliation, application for or participation in the State workers' compensation program, or disability.

Section 2. City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership in the Lodge or to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 3. Lodge Pledge. The Lodge, within the terms of its Constitution and Bylaws, agrees not to interfere with the desire of any member of the bargaining unit to become and remain a member of the Lodge or to refrain from Lodge membership. The Lodge agrees to fairly represent all members as required by law.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours and terms and conditions of employment of members. This procedure shall not be used or the purposes of adding to, subtracting from or altering, in any way, any of the provisions of this Contract.

Section 2. Qualifications. A grievance may be filed by any aggrieved member or the Lodge. When a group of members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by the group shall process the grievance as the designated representative of the group.

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

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

Section 3. Jurisdiction. Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right to appeal to another forum. However, once a member or the Lodge elects any other forum and that forum takes jurisdiction over the subject matter, the member or the Lodge may not thereafter pursue the matter under this Grievance Procedure, except where otherwise provided by law.

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

~~A maximum of one hundred and twenty (120) hours off each calendar year from regular police work, with pay, will be available to be allocated by the Grievance Chairman among the members of the Grievance Committee to attend Lodge functions, Lodge sponsored training seminars and/or FOP National or state Conferences. Consistent with the Department's manpower needs, this time shall not be withheld, provided the Lodge President or Grievance Chairman gives~~

~~timely notification to the Chief of Police as to the date, place, time and representative attending each meeting. The members who use this time off will indicate on the appropriate request for time off document that the time is being taken under Article 5, Section 4 and the specific reason for the time off.~~

Section 5. Duties of Grievance Chairman. The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

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

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

Section 6. Grievance Procedure. The following implementation steps and procedures apply in processing grievances:

A. Preliminary Step.

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

B. Step One - Bureau Commander.

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

C. Step Two - Chief of Police.

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

D. Step Three - Safety Director.

1. If the grievant is not satisfied with the answer in Step Two, the grievant, within seven (7) days following the grievant's receipt of the Step Two response, may appeal the grievance to Step Three by submitting a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the Office of the Safety Director. For purposes of this step, submission to the secretary of the Chief of Police will be considered

submission to the Office of the Safety Director shall stamp. The form will be stamped by the Formsecretary to accurately reflect the date of receipt. Any grievance submitted after the seven (7) day time limit shall not be considered.

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

Section 7. Time Off for Presenting Grievances. A member and his or her Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior notice to and the approval of their respective supervisors. Grievance Representatives shall be allowed adequate time off the job with pay, as approved by the supervisor, in order to conduct a reasonable investigation of each grievance. A supervisor's approval will not be unreasonably withheld. If a supervisor does not approve the time off then the time within which grievant must appeal the grievance or have the grievance heard will be extended for a period equal to the time for which the Grievance Representative is not allowed time off.

Section 8. Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities. However, grievance meetings at Step Three shall be held at a time agreeable to all parties. The Lodge shall notify the Chief, in writing, of the names of the Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

Section 9. Time Limits. It is the City's and the Lodge's intention to meet all time limits in the Grievance Procedure. To encourage thoughtful responses at each Step, however, the grievant and the City's designated representative may agree, at any Step, to short time extensions for any action required to be taken. Any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. Except in cases or emergency as declared by the Safety Director, or in the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Such resolution shall not be considered a precedent or a past practice.

Section 10. Representatives in Meeting. Each Step of the Grievance Procedure outlined in Section 6 specifies the representatives who may attend the meeting at a particular Step. The parties expect that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, to resolve grievances at the earliest possible Step of the Grievance Procedure, either party may bring any additional representatives to any meeting in the Grievance procedure, but only upon advance agreement between the parties that the additional representative(s) can provide information which may be beneficial in resolving the grievance.

Section 11. Grievance Form. Grievances must be submitted, in duplicate, on a form jointly developed for that purpose by the City and the Lodge and supplied by the Lodge.

Section 12. ~~Calendar Days Off.~~ In counting time within which any action must be taken under the Grievance Procedure the term "days" means calendar days but does not include regularly scheduled days off or leave days ~~taken under Articles 20, 23 or 24 of this Agreement~~ the person required to take the action.

Section ~~12,13.~~ No Retaliation. No member or official of the Lodge shall be removed, disciplined, harassed or discriminated against for filing or pursuing a grievance under this Procedure.

ARTICLE 6 ARBITRATION

Section 1. Arbitration Procedure. If a grievant believes that the grievance has not been satisfactorily resolved at Step Three of the Grievance Procedure, the grievant, ~~upon~~with approval of the Lodge President, may request arbitration. The Lodge, by the Lodge President, must notify the Mayor in writing of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days ~~of the grievant's receipt of~~after the written answer at Step Three is received by the Grievant and the Grievance Chairman.

Section 2. Selection of Arbitrator. After receipt of the Lodge President's written notification of the Lodge's intention to proceed to arbitration, the parties will request the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of seven (7) arbitrators, each having an office in Ohio, from which the City and the Lodge shall select one by mutual agreement. If agreement cannot be reached, the parties will select an arbitrator by alternately striking names and selecting the final remaining name. The party which is to strike first shall be determined by agreement or, failing, agreement, by a flip of a coin. In lieu of using an FMCS panel to select an arbitrator, the parties may select an arbitrator by mutual agreement.

Section 3. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance with each party retaining the right of review under Chapter 2711 of the Revised Code. The arbitrator has jurisdiction to determine the arbitrability of a grievance and to interpret and apply the provisions of this Agreement insofar as necessary to decide a grievance, but has no jurisdiction to add to, amend or alter any provision of this Contract.

Section 4. Arbitration Costs. The City and the Lodge shall share equally any FMCS fees, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room. The expenses of any nonemployee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking or one such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay, or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Section 5. Arbitrator's Findings. The arbitrator's decision and award will be in writing and mailed to the parties' designees within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7
LODGE REPRESENTATION
F.O.P. RELEASE TIME

Section 1. Attendance at FOP Conferences. Members who are appointed as delegates to FOP National or State conferences may request the use of accumulated paid time off (vacation or compensatory time off) to attend FOP conferences. Such a request will no be unreasonably denied provided two weeks' advance notice is given.

Section 2. Attendance at FOP-Sponsored Training Sessions. Members of the Grievance Committee will have available to divide among themselves during each calendar year a total maximum of 80 hours of release time with pay to attend FOP-sponsored training programs relative to grievance representation or matters relative to contract administration and/or labor relations. Such leave will not be unreasonably denied, provided the Grievance Chairman gives at least two weeks' advance notice of the request for leave to the Deputy Chief, including the date, time, place and use for leave, and the member or members to attend.

Section 3. Bargaining Representation. Members of the Lodge bargaining team will be granted release time with pay to attend bargaining sessions that occur during the member's scheduled work hours. Reasonable efforts will be made by the City to flex work schedules for bargaining team members so that their scheduled work hours coincide with bargaining sessions. This does not guarantee that any member's schedules can be flexed in every instance.

Section 4. Arbitration, Department Hearings, and Labor Relations Meetings. Members who are called by either the City or the FOP to testify at arbitration or departmental hearings, a charged member at a Departmental Hearing, and a member serving as a Lodge Representative at a Departmental Hearing, will be granted release time with pay for attendance at a hearing during the member's regularly scheduled work hours. Reasonable efforts will be made to flex work schedules for such members when the hearing is held during other than during the member's regularly scheduled work hours. Pay under this

Section for such members is conditioned upon the Grievance Chairman giving reasonable advance notice to the Deputy Chief.

~~Section 1. Lodge Official. The highest ranking Lodge Official in the bargaining units, upon election to that post or as long as the Official continues in that or a higher post (or until another bargaining unit member is elected to a higher Lodge post, in which case this Section becomes applicable to that member with the higher Lodge post) will be permitted sufficient time off to attend to Lodge and grievance matters within that member's capacity. However, in no event will more than ten (10) hours per month be allowed. These hours will only be used to attend or perform scheduled Lodge functions that are necessary to the operation of the Lodge. Whenever such highest ranking Lodge official is absent due to approved leave (i.e., sick leave, injury leave, vacation leave, etc.) or City administration authorized training which is of a duration of more than five (5) workdays, the next highest ranking Lodge official who is a member shall perform these functions during such absence. During such service in this post, the above designated Lodge official shall continue his or her entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a member as though he or she were at all times performing job related duties.~~

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

~~During his or her terms in office, the Lodge official shall continue to be required to report to his or her supervisor at assigned shift starting time, and shall be required to apprise his or her supervisor of his or her whereabouts at all working times while performing the duties allowed by this Section. In addition, the Lodge official will be required to drop or forgo any of the activities allowed by this Section, upon the direction of his or her supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the City or the supervisor, nor will the Lodge official devote unnecessary City paid time to those functions. None of the duties of the Lodge officials herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the highest ranking Lodge official from also serving as a Grievance Representative, or as Grievance Chairman.~~

Section 5. Funeral Representation. Subject to the need to maintain customary shift strength minimums, requests by members to attend the funeral of a police officer or retired police officer will be granted. In the event of requests by multiple officers to attend the same funeral, release time will be coordinated by the Deputy Chief with input from members of the Labor Relations Committee.

**ARTICLE 8
NO STRIKE NO LOCKOUT**

Section 1. No Strike. The Lodge recognizes that members are prohibited by state law from striking. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

Section 2. No Lockout. The City recognizes that it is prohibited by state law from instituting a lockout of bargaining unit members. The City shall meet obligation imposed upon it by state law.

ARTICLE 9
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 its constituent subdivisions;
- C. To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- D. To set standards for service to be offered to the public;
- E. To direct the officers of the Division of Police, including the right to assign work and overtime;
- F. To hire, examine, promote, train, transfer, assign and schedule officers in positions with the Division of Police;
- G. To suspend, demote, discharge, or take other disciplinary action against officers for ~~proper~~just cause;
- H. To increase, reduce or change, modify or alter the composition and size of the workforce;
- I. To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- J. To change or eliminate existing methods of operation, equipment or facilities;
- K. To create, modify or delete departmental rules and regulations;
- L. To take actions as may be necessary to carry out the mission of the Division of Police;
- M. To train or retrain officers as appropriate;
- N. To maintain and improve the efficiency of the Division of Police; and
- O. To determine, provide and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for members to appropriately and safely carry out their duties.
- P. The Safety Director, in accordance with his authority under the City Charter, may promulgate rules and regulations relative to the management of the Division of Police

except as may be prohibited by law, by the Articles of this Contract or by any other written agreement between the City and the Lodge.

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

ARTICLE 10 INTERNAL INVESTIGATIONS

Section 1. Scope. Whenever a member is ordered to answer questions in an internal investigation or any other City proceeding that may lead to disciplinary action or criminal charges against a member, such investigation or proceeding shall be conducted in accordance with Sections 2 through 17 of this Article.

Section 2. Representation. A member shall have a reasonable opportunity to obtain a Lodge representative for purposes of representation during the interview or representation in regard to any written response required by the investigator. If the expected result of the interview is that the member to be interviewed will receive no discipline greater than a documented oral reprimand, the member's opportunity to contact a Lodge representative will be limited to the contacting of a grievance representative who shall be permitted to represent the member at the interview. If, during the interview, the investigator becomes aware of issue(s) not previously known that could result in the member receiving discipline greater than a documented oral reprimand, the investigator will immediately terminate the interview and afford the member the opportunity to contract a Lodge representative other than a grievance representative.

Section 3. Immediate Investigation. It is recognized that there may be occasions where an investigation interview of a member must be conducted immediately by an investigator. Under these circumstances, the member subject to investigation will be allowed no more than two (2) hours prior to the commencement of the interview to obtain a Lodge representative other than a grievance representative for purposes of representation during the interview. To invoke these time limits, an investigator must obtain approval from the Chief (or, if unavailable, an available Command Officer) and notify the member of these time limits.

Section 4. Notification During Investigation. If during an interview the investigator has reason to believe that the member being interviewed has become a focus of the investigation or has provided information which would cause the member to become the focus of another investigation for which it would be reasonable for the investigator to believe that disciplinary action or criminal charges may result, the interviewer shall stop the interview, immediately notify the member of such belief and inform the member of his or her right to representation under this Article.

Section 5. Required Notice. Members shall be informed of the basic facts of the incident prior to any questioning and shall be informed to the extent known at the time, if the investigation is focused on the member for a potential disciplinary action or criminal charge. The member being investigated shall be given a copy of any citizen complaint or a summary of the basic facts of the

incident of any noncitizen complaint prior to any questioning. When the investigator reasonably believes that either disciplinary action or criminal charges may result from a noncitizen complaint the summary of the basic facts shall be in writing except when the investigator witnesses the violation. Members will not be asked questions that do not relate to the basic facts of the incident, unless during questioning, other information is developed which could lead to additional allegations against the member. In such an event, the member will again be advised by the investigator of the potential for either disciplinary action or criminal charges. When a member requests it, he or she shall be given a brief period of time, prior to, **and during**, any questioning, to locate and review any documents he or she possesses regarding the event(s) being investigated, so the member may be fully prepared to accurately and completely respond to the questioning. Any investigating officer may accompany the member during this brief search for and review of such documents.

Section 6. Constitutional Rights. A member who is to be questioned as a suspect in an investigation that may lead to criminal charges against the member shall be advised of the member's constitutional rights in accordance with law.

Section 7. Conduct of Questioning. Any interrogating, questioning, or interviewing of a member will be conducted, insofar as practical, at hours reasonably related to his or her shift, preferably during his or her work hours. Interrogation sessions shall be for reasonable periods of time. Time shall be allowed during such questioning for attendance to physical necessities.

Section 8. Recording. All interrogations and/or interviews (including polygraph interviews) of members shall be tape recorded by the Division of Police at the request of either party. Subsequent to ~~that~~the interview the member and/or his or her Lodge Representative shall be afforded the opportunity, upon written request directly to the Chief or designee, to listen to and make personal notes from, or verify the accuracy of a tape made of his or her interview. If a transcript of the tape is made, by the Division of Police, the member will be provided a copy of such transcript upon written request directly to the Chief or designee.

Section 9. Charge of Insubordination. Before a member may be charged with insubordination, or like offense, for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued may be made the basis for such a charge.

Section 10. Coercion Prohibited. Any evidence obtained in the course of an internal review through the use of intimidation, threats, coercion or promises shall not be admissible in any subsequent criminal action or departmental hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as intimidation, threats, coercion, or promises.

Section 11. Polygraph Examination. In the course of an internal investigation, a member may be given a polygraph examination only if the member is a primary focus of the investigation, or a known witness to the incident under investigation, or at the member's written request directly to the Chief of Police. Polygraph examinations shall be administered by the Polygraph Section of

BCI unless the Chief of Police decides to have the polygraph administered by another qualified polygraph examiner . No polygraph examination may be given in an incident that could not amount to a violation of criminal law, unless requested by the member. No polygraph examination may be given without the advance permission of the Chief of Police. The results of this examination cannot be used in any subsequent action or hearing, including a departmental hearing, unless mutually agreed prior to the giving of such examination.

Section 12. Complaints.

- A. Any ~~citizen~~ complaint, whether from a known source or an anonymous source, which alleges criminal activity by a member may be investigated regardless of when the complaint is filed or made.
- B. Where a ~~citizen~~ complaint **from a known source**, if true, could not lead to criminal charges against a member, ~~the member may be subject to investigation or discipline only when the complaint is notarized and filed~~ **made in writing with reduced to writing and received by** the Division no later than ~~thirtyfourty-five (3045)~~ **thirtyfourty-five (3045)** days after the date of the incident complained of, except that a member may be subject to investigation and discipline as a result of an anonymous complaint provided that the anonymous complaint is made no later than ~~thirtyfourty-five (3045)~~ **thirtyfourty-five (3045)** days after the date of the incident complained of and **either** the anonymous complainant provides corroborative evidence at the time the complaint is made in support of the complaint **or there is evidence which can reasonably be ascertained from information specifically provided in the complaint.**
- C. A non-criminal-~~citizen~~ complaint which fails to comply with the provisions of paragraph (B) shall be classified as untimely. The member shall be informed of the complaint and its disposition as untimely, but shall not be required to respond to the complaint.

Section 13. Access to Records. A member who is charged with violating Division of Police Rules and Regulations, and his or her Lodge Representative, when one is involved, shall be provided access to the City's transcripts, records, written statements, video tapes, and written summaries (including opinions, if provided) of any polygraph examinations pertinent to the case. Such access shall be provided reasonably in advance of any departmental hearing. The Division of Police shall be provided access, reasonably in advance of the departmental hearing, to the evidence the member intends to submit on his or her behalf.

Section 14. Notification Regarding Outcome. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case, at the conclusion of the investigation.

Section 15. Interview of Witnesses. When a member is to be interviewed in an investigation of any other member, such interview shall be conducted in accordance with the procedures established herein.

Section 16. Investigation. All complaints, internal investigations, and departmental charges against a member shall be investigated by the ~~bargaining unit~~ member's immediate supervisor who shall make recommendations through the Chain of Command to the Chief. If the member's immediate supervisor is absent, the then on-duty supervisor will report the matter as soon as possible to the immediate supervisor for handling. The command officers may initiate and carry out investigations.

Section 17. Grievance. If any of these procedures set forth within this Article are violated, such violations shall be subject to the Grievance Procedure, beginning at Step Two (Chief of Police).

ARTICLE 11 CORRECTIVE ACTION AND RECORDS

Section 1. Corrective Action for Cause. No member shall be removed, reduced in pay or rank, suspended or reprimanded without just cause.

Section 2. Department Hearings. Disciplinary action up to and including a written reprimand can be issued to a member without being a hearing before the Safety Director. Before any disciplinary suspension, reduction in rank or pay, or discharge is issued to a member, the member will first be given the opportunity for a hearing before the Safety Director as set forth herein. At least ten (10) days prior to any departmental hearing before the Safety Director, the member charged will receive from the Chief of Police a written statement of all charges and specifications, notice of a hearing date and time, notice as to the witnesses to be called or whose testimony will be used by the City, and copies of any permanent evidentiary documents. At the hearing, the charged member will be allowed to be represented by a Lodge representative, ~~at no cost to the City~~ or Lodge Attorney, will be allowed to call witnesses material to the member's defense and will have the opportunity to confront and cross-examine the member's accuser(s), and offer testimony and other evidence on the member's behalf.

Hearings will be held in the ~~Safety Director's office~~ Second Floor Conference Room at the Police Department, unless an alternative site is mutually agreed upon by the parties.

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

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

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

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

Section 3. Progressive Action. The principles of progressive corrective action will be followed with respect to minor infractions, as determined by the Safety Director. The progression will at least include a documented oral reprimand, a written reprimand ~~and~~, a suspension with pay ("working suspension") or without pay, or a reduction in pay for the same or related offenses prior to a reduction in rank or dismissal.

Section 4. Duration of Records. All disciplinary records will be maintained in each member's personnel file. In any case in which a reprimand, suspension, reduction in pay, reduction in rank or dismissal is disaffirmed through the Grievance or Arbitration Procedure, by the Safety Director, by the Civil Service Commission, by a court of competent jurisdiction, or otherwise, the member's personnel file shall clearly indicate such disaffirmance and the disciplinary record will be expunged at the member's request. In addition, unsubstantiated, unproven or untimely allegations or complaints of misconduct made against a member and appearing in any file of the City shall not be considered in future corrective action or promotional considerations, and shall be expunged at the member's request.

Disciplinary records will be retained, subject to the following:

- A. Oral Reprimand. An oral reprimand shall be ~~expunged~~removed from the member's personnel file 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.
- B. Written Reprimand. A written reprimand shall be ~~expunged~~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.
- C. Suspension/Reduction in Pay. A suspension or reduction in pay shall be ~~expunged~~removed after five (5) years of the suspension or reduction in pay. The Safety Director may determine that it is necessary to retain a record of suspension for a period of time in excess of five (5) years, up to a maximum of five (5) additional years, based upon the seriousness of the offense and the member's overall work record since being suspended. Should the Safety Director make this determination, it shall be made ~~between~~in the last one-hundred eighty (180) ~~and ninety (90)~~ days before expiration of the five (5) year retention period, with written notice to the affected member. This notice shall set forth the Safety Director's specific reasons for the determination and the time period of the extended retention period. The member may grieve the Safety Director's determination, including any challenge to the length of the extended retention period, directly to arbitration under Article 6.
- D. Dismissal/Reduction in Rank. A dismissal or reduction in rank shall be maintained as a permanent record.

When a disciplinary record is removed from the member's personnel file, it shall be given to the member and no copy retained by the City. Nothing herein precludes

the City from retaining an Internal Affairs Record noting the final outcome of an investigation.

Section 5. Personnel File. There shall be only one official personnel file for each member which shall be maintained in the Chief's office. This file shall contain all relevant personnel documents for each member, including disciplinary records, but excluding internal investigation files and background files.

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

Section 7. Review of Personnel Files. Every member shall be allowed to review any of his or her personnel files at any reasonable time upon written request. A member may also authorize his or her Lodge Representative to review the personnel file. Such request may be made to the Chief or the Chief's designee and the review of the files shall be made in the presence of the Chief or designee. Except for supervisory and administrative personnel with legitimate need to know and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be available for review by anyone except as provided pursuant to O.R.C. Section 149.43. No information in a member's personnel file will be shared with anyone outside the Division and the City Administration, except name, place of employment, dates of employment, job classification and pay range; however, additional specified information may be given either pursuant to O.R.C. Section 149.43, or on the advance, written approval of the member involved to the Chief of Police, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or member approval given. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 8. Inaccurate Documents. If any member, upon examining his or her personnel file, has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall either remove the faulty document or attach the memorandum. If the accuracy of the documentation cannot be mutually agreed upon, then such disagreement may be ~~classified~~ **challenged** by utilization of the Grievance Procedure through the final step.

Section 9. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the member has read it; and shall not be viewed as a representation that the member concurs in any or all of the contents or comments therein. The member shall be the last person to sign a performance evaluation and no evaluative comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in this final form when he or she signs it.

Section 10. Placement of Material in Personnel File. No document shall be placed in a member's personnel file which does not include as a part of its normal distribution a copy to the member. Anonymous material shall never be placed in a member's personnel file.

ARTICLE 12 WORK RULES AND INFORMATION ORDERS

Section 1. Notification. The City agrees that, ~~to the extent possible,~~ any revised or new work rules, general orders, and training bulletins, shall be reduced in writing and provided to all members in advance of their enforcement.

Section 2. Uniform Application. Work, rules, general orders and departmental directives shall be subject to uniform application and interpretation as to members including when used as the basis for discipline.

ARTICLE 13 LABOR RELATIONS MEETINGS

Section 1. Labor Relations Meetings. The City and the Lodge recognize the benefit of exploration and the study of current and potential problems and differences via meetings of representatives to exchange views and information without the stress and time limitations which may exist at the bargaining table. Accordingly, the Lodge and the City agree to utilization of the Labor Relations Committee to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern to both.

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

The Lodge members of the Committee shall consist ~~three (3) members of the Lodge negotiating team; President or designee, and the Chief of Police, the Mayor, and the Safety Director. Should the Mayor hold the position of Safety Director, the sixth~~ one member from each bargaining unit who served on the Lodge Negotiations Team for the current Contract. The City members of the Committee shall be consist of the Police Captain, Safety Director, Chief, and Deputy Chief.

Section 2. Suspension ~~for~~ Modification of Contract. The Labor Relations Committee may vote, for the good of the Division, to suspend or modify any portion(s) of this ~~contract~~ Contract for the purpose of exploring and experimenting with new approaches to resolving problems within the Division. The vote to suspend or modify must be by affirmative unanimous vote of ~~five (5) members of the committee. A negative vote by the Chief of Police or the FOP negotiations team Chairman shall prevent any suspension or modification from occurring.~~ The exploration and experimentation shall be for a trial period of no more than six (6) months. In order to permanently implement a program that has been tried under this section, the City and the

Lodge must agree, in writing to do so, and the agreement must be subject to a majority vote within the affected bargaining units.

Section 3. Meetings. Labor Relations Meetings shall be held at least quarterly each calendar year, and may be held at other times by agreement of the parties. The specifics of the procedures which are to guide the Labor Relations Meetings shall be developed by the participants. Agenda items may be drawn from those items identified in the Contract as being proper subjects for Labor Relations Meetings or from any issues confronting the Division which are mutually accepted for discussion. Included among the matters which may be the subject of these discussions are significant changes in operations planned by the City which shall affect members of the Lodge, planned changes in police mission, and concerns of either party relative to the Division of Police.

ARTICLE 14 PROMOTIONS

Section 1. Promotional Appointment. All appointments to the ranks of ~~Sergeant, and Lieutenant and Captain~~ shall be filled by promotional appointment under the provisions of ~~Civil Service law in effect on the effective date of this Contract, except as~~ Article and under such provisions of the rules of the Gahanna Civil Service Commission ("CSC") which are modified by not in conflict with the provisions of this Article.

Section 2. Order of Promotions. Promotions shall occur in the following order: Police Officer to Sergeant, ~~Sergeant to Lieutenant and~~ Sergeant to Lieutenant to Captain, ~~except that qualified members in the rank of Sergeant may receive promotional consideration for the rank of Captain where there are fewer than three (3) Lieutenants qualified to receive promotional consideration for promotion to the rank of Captain.~~

Section 3. Posting. ~~When the City determines that a vacant position exists in~~ For the rank of Sergeant, the CSC shall post notice of its intent to conduct a promotional examination at least ninety (90) days prior to the expiration date of an eligible list or upon the expiration of an eligible list during its term, so as to insure continuous testing for the rank of sergeant. For the rank of Lieutenant or Captain, the City, the CSC shall post notice of its intent to conduct a promotional examination where a vacancy exists, the City determines to fill the a vacancy by promotional appointment, and there is no eligible list.

This posting shall be maintained on the employees' bulletin board for fifteen (15) days. During the posting period any member qualified for consideration may submit a written request to the ~~City~~ CSC to be considered for appointment. The ~~City~~ CSC shall provide a form for such requests. The City shall not be obligated to consider any requests submitted after the close of the posting period.

Section 4. Qualifications.

A. Sergeant

To be qualified to receive promotional consideration for the rank, of Sergeant, a Police Officer must have at least ~~threethirty (330) years~~thirty (30) months of service as a full-time Police Office in the Gahanna Police Department at the time the posting period is closed. At least one year (immediately after completion of field training) of the thirty (30) months of service must be in a patrol assignment.

B. Lieutenant

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

C. ~~Captain~~

~~To be qualified to receive promotional consideration for the rank, of Captain, an applicant must have at least two (2) years of service in the rank of Sergeant in the Gahanna Police Department or at least one (1) year of service as a Lieutenant in the Gahanna Police Department at the time the posting period is closed.~~

Section 5. Promotional Examination Components. All qualified applicants shall be entitled to participate in the promotional examination process which shall consist of a written competitive examination component and an oral board component.The CSC shall administer and conduct the promotional examination components.

Section 6. Promotional Examination Preparation and Conduct. The CSC shall engage the services of an independent consultant with demonstrated expertise in the development and conduct of promotional examinations for municipal police officers to assist the CSC in the preparation and conduct of the promotional examination components.

As to the development and conduct of the promotional examination components, the Lodge's testing consultant shall be provided reasonable opportunities to consult with the CSC and the independent consultant chosen by the CSC.

The promotional examination components shall be job-related and valid. ~~The services of an independent consultant and/or testing agency shall be engaged by the City to ensure that these testing criteria are met in each component.~~

Section 6.7. Written Examination Component. ~~The Civil Service Commission shall be responsible for the preparation and administration of the written examination component, which shall be an objective multiple-choice examination. The written examination shall be administered~~conducted, with due notice to the qualified ~~applicants~~candidates, no ~~later~~earlier than thirty (30) days after the close of the posting period. In advance of the written examination, the ~~Commission~~CSC shall establish a passing score.

The Commission shall certify to the oral board those ~~applicants~~candidates who receive a passing score on the written examination component. Prior to making such certification, the ~~Commission~~CSC shall, pursuant to its Rules, notify any ~~applicant~~candidate who does not receive a passing score and allow such ~~applicant~~candidate an opportunity at hearing to raise a challenge to his or her score. The decision of the ~~Commission~~CSC in regard to a challenge is final.

~~The Commission shall make certification hereunder no later than thirty (30) days after the written examination is administered.~~

Section 7.8. Oral Board Component. Those ~~applicants~~candidates, as certified to the oral board, who receive a passing score on the written examination shall be eligible to proceed to the oral board component which shall be completed within thirty (30) days of such certification. The oral board shall interview all such ~~applicants~~candidates.

~~Prior to the interviews, the Chief of Police shall prepare a written packet of information for each applicant. The packet shall list each applicant's actual job experience, work history and seniority. Prior to submission of this packet to the oral board, each applicant shall be given the opportunity to review and comment in writing upon the information in the packet.~~

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

~~After interviewing eachall ~~candidate~~candidates, the oral board shall prepare and submit to the Safety Director its selection of no more than three (3)CSC a report listing the candidates whom ranked in order of their scores in the oral board members, by consensus or majority vote, finds to be the best qualified for promotional appointment from among the applicants participating in the oral board component. At its discretion, the oral board may rank the candidates in order of preference.interviews.~~

~~In making this selection, the oral board members shall consider each applicant's job experience, education, work, history, and seniority as well as the skills, knowledge and abilities shown by the applicant in the oral board interview.~~

The CSC shall maintain this report from the oral board as the scores of the candidates. An eligible list shall be developed by the CSC ranking the candidates in order of their oral board scores.

Section 8.9. Composition of the Oral Board. The oral board shall be comprised of the following six (6) members:

1. The Chief of Police ~~who shall chair the oral board,~~ or designee;
2. A member of the community chosen by the Mayor;

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

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

Section 10. Certification of Eligible List. When the City determines to fill a vacancy, the Safety Director shall request an eligible list from the CSC. In response to this request, the CSC shall certify to the Safety Director an eligible list containing the names of those, the top three (3) ranked candidates.

~~Section~~**Section 9.11. Appointment.** For each vacant position the Safety Director shall appoint one of the top three (3) candidates selected by ~~on~~ the oral board for promotional appointment consideration, eligible list.

~~Section 10.12.~~ **Time Limits.** The time limits set forth herein may be extended for good cause. However, every effort will be made to adhere to these time limits.

Section 13. Duration of Eligible Lists. An eligible list shall remain in effect for an eighteen (18) month period from the date the CSC receives the oral board's report referenced in Section 8 of this Article. However, the list shall expire at any time during the eighteen (18) month period when there are less than three (3) names on the list.

~~Section~~**Section 11.14. Indemnification.** The City agrees that it will indemnify and hold the Lodge and its representatives harmless from any claims, actions or proceedings by any bargaining unit member arising from actions taken by the Lodge or its representatives in reliance upon the provisions or this Article, to -the extent such indemnification is permitted by law.

ARTICLE 15 LAYOFFS

Section 1. Civil Service. Layoffs and reinstatements from layoffs within the bargaining unit shall be governed by Rule 19 of the Gahanna Civil Service Commission, as adopted by City Council on August 6, 1991.

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 members.

Section 3. Recall From Layoff List. Members who are to be recalled shall be given a written notice of their recall. A recalled member 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 falls 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 16 MISCELLANEOUS NONECONOMIC ASSIGNMENTS AND SENIORITY

Section 16.1. Filling of Patrol Assignments. All patrol shift assignments (with days off) shall be posted semi-annually, no later than May 15 and November 15 for assignments opening July 1 and January 1, respectively. Shift assignments shall be filled on a seniority basis. Once a member has completed twelve (12) months service with the Division, the member shall be eligible to participate in the semi-annual bidding for patrol assignments. The member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 16.3. This process will be followed in order of oldest in seniority to youngest in seniority, until all members have selected a patrol shift assignment. Should any opening occur between the semi-annual posting date, an interim bidding process will be initiated by the posting of the available assignment, with members being given seven (7) calendar days to respond in writing to the posting. The most senior member applying shall be given the assignment. In the event that no member applies for the assignment, the Chief retains discretion to assign the least senior member to fill the opening. The Chief shall have the authority to assign members who are not eligible to participate in the semi-annual or interim bidding processes. Nothing herein alters the City's right to change a member's shift assignment for operational needs of the Division or to insure the safety of a member or the public. If such a change is made, the Chief will, on the member's request, meet with the member to explain the reasons for the change. A member's shift assignment will not be changed for disciplinary reasons. Where a member's shift is changed, then the interim bidding process described above will be used to fill the resulting vacancy.

Section 16.2 Filling of Non-Patrol Assignments. Whenever a vacancy occurs in a non-patrol assignment (i.e., in an assignment not specified in Section 1 of this Article), the Department shall post the assignment opening for ten (10) days and shall allow any

interested members of the same rank to apply within the posting period. The Department shall provide notice on the posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill an assignment vacancy. Seniority shall be determined in accordance with the provisions of Section 16.3. For any non-patrol assignment, an applicant must have a minimum of one (1) year service in a patrol assignment after completion of FTO.

Section 16.3 Seniority Defined. Seniority shall be defined as follows:

A. For Police Officers, seniority shall be the member's length of continuous service as a full-time sworn officer with the Department.

~~Section 1. Contract Copies. As soon as possible following the signing of this Contract, the City and the Lodge shall have printed one hundred (100) copies of this Contract. Thirty five (35) copies shall be provided to the City; the remainder shall be provided to the Lodge for distribution to members. Actual costs of printing this Contract, and any future printing beyond the copies specified herein in an amount the parties may later agree are necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.~~

B. For Sergeants and Lieutenants, seniority shall be the member's length of continuous service in his or her respective rank as Sergeant or Lieutenant with the Department. If two of the same rank members are promoted on the same day, the member highest on the eligibility list shall be considered to have greater seniority than the other member promoted on the same day.

C. Seniority shall be lost upon the occurrence of the following events:

~~Section 2. Accrued Time Notification. Each member shall receive an accounting of the member's total accumulation of vacation hours, compensatory hours, and sick leave hours. This notice of the accounting shall be provided biweekly to coincide With each pay period.~~

1. Removal for just cause;

2. Resignation, including resignation for purposes of regular retirement, except where the member is re-hired within twelve (12) months;

3. Layoff for a period of time exceeding twelve (12) months;

4. Failure to respond to a notification of recall from layoff; or

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

~~Section 3. Lodge Roster. The Lodge shall provide to the City Administration an official roster of its members who are to become Lodge officers and representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change, and will include names of each Lodge officer or representative.~~

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

~~Section 4. Committee Selections.~~ The Uniform and Grievance Committee members will be elected by the bargaining unit members to terms of one (1) year. Committee members shall serve at the pleasure of the membership, subject to recall by a quorum of the bargaining unit members.

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

~~Section 5. Probationary Period.~~ The probationary period for bargaining unit members shall be for a period of twelve (12) months from the date of initial hire as Police Officers.

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

ARTICLE 17 WAGES

Section 1. Wages.

A. The following straight time wage rate shall be paid members, by classification.. effective at the beginning of the first full pay period that starts on or after January 1, ~~1998~~2001

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4
Police Officer	Hourly	<u>9.54</u>	<u>17.49</u>	<u>20.16</u>	<u>25.28</u>
	Bi-Weekly	<u>763.20</u>	<u>1399.20</u>	<u>1612.80</u>	<u>2022.40</u>
	Annually	<u>19,843.20</u>	<u>36,379.20</u>	<u>41,932.80</u>	<u>52,582.40</u>
Sergeant	Hourly	<u>26.65</u>	<u>28.95</u>		
	Bi-Weekly	<u>2132.00</u>	<u>2316.00</u>		
	Annually	<u>55,432.00</u>	<u>60,216.00</u>		
Lieutenant	Hourly	<u>30.44</u>	<u>32.51</u>		
	Bi-Weekly	<u>2435.20</u>	<u>2600.80</u>		
	Annually	<u>63,315.20</u>	<u>67,620.80</u>		

B. The following straight time wage rate will be paid members, by classification, effective at the beginning of the first full pay period that starts on or after January 1, ~~1999~~2002

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4
Police Officer	Hourly	9.54	<u>18.28</u>	<u>21.07</u>	<u>26.42</u>
	Bi-Weekly	763.20	<u>1462.40</u>	<u>1685.60</u>	<u>2113.60</u>
	Annually	19,843.20	<u>38,022.40</u>	<u>43,825.60</u>	<u>54,953.60</u>

Sergeant	Hourly	<u>27.85</u>	<u>30.25</u>
	Bi-Weekly	<u>2228.00</u>	<u>2420.00</u>
	Annually	<u>57,928.00</u>	<u>62,920.00</u>
Lieutenant	Hourly	<u>31.81</u>	<u>33.97</u>
	Bi-Weekly	<u>2544.80</u>	<u>2717.60</u>
	Annually	<u>66,164.80</u>	<u>70,657.60</u>

- C. The following straight time wage rate will be paid members, by classification effective at the beginning of the first full pay period that starts on or after January 1, ~~2000~~2003.

Class	Pay	Step	Step	Step	Step
Title	Period	1	2	3	4
Police Officer	Hourly	9.54	<u>19.10</u>	<u>22.02</u>	<u>27.61</u>
	Bi-Weekly	763.20	<u>1528.00</u>	<u>1761.60</u>	<u>2208.80</u>
	Annually	19,843.20	<u>39,728.00</u>	<u>45,801.60</u>	<u>57,428.80</u>
Sergeant	Hourly	<u>29.24</u>	<u>31.75</u>		
	Bi-Weekly	<u>2339.20</u>	<u>2540.00</u>		
	Annually	<u>60,819.20</u>	<u>66,040.00</u>		
Lieutenant	Hourly	<u>33.24</u>	<u>35.50</u>		
	Bi-Weekly	<u>2659.20</u>	<u>2840.00</u>		
	Annually	<u>69,139.20</u>	<u>73,840.00</u>		

Section 2. Pay Plan Administration. The following shall apply to advancement from Step 1 to Step 4 in the pay steps.

- A. Step 1 shall be a training rate and shall be the hiring rate for the rank except that the City may start a new hire at Step 2 if he/she is currently certified as having completed the Ohio Peace Officers Training Program and has proven law enforcement experience.
- B. A member becomes eligible and shall be advanced by the Safety Director to Step 2 on the first day following satisfactory completion of six (6) months of continuous service in his/her class at Step 1.
- C. A member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following satisfactory completion of one (1) year of continuous service in his class at Step 2.
- D. A member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following satisfactory completion of one (1) year of continuous service in his class at Step 3.
- E. The Step advancements as prescribed in this Article shall be mandatory.

Section 3. Pay Period. All members whose wages are provided by this Contract shall be paid on a biweekly basis (or pay period).

Section 4. Promotional Probationary Period. A member who is promoted to a higher rank shall be required to serve a probationary period of six (6) months following promotion; members may only be reduced in pay or position for cause.

Section 5. Annual Service Credit. Members shall receive, in addition to other pay called for herein, an Annual Service Credit payment based on Completed years of service according to the following table:

	<u>In Nov. 2001 and 2002</u>	<u>In Nov. 2003</u>
5 through 9 years	\$600.00	<u>\$650.00</u>
10 through 14 year	\$800.00	<u>\$850.00</u>
15 through 19 years	\$1,000.00	<u>\$1,050.00</u>
20 or more years	\$1,200.00	<u>\$1,250.00</u>

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

Section 6. Shift Differential Pay.

- A. Shift differential pay shall be ~~50~~65 cents per hour for any workday in which a majority (more than 1/2) of the normal scheduled hours worked occur 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 premium hours only.
- B. Shift differential pay shall be paid only for actual hours worked during a workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, except as stated in paragraph A. If authorized over-time 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 or overtime worked.
- C. Shift differential pay will increase to ~~60~~75 cents per hour effective on ~~July~~January 1, ~~1998 and will increase to 65 cents per hour effective on July 1, 2000.~~2003.

ARTICLE 18
RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 1. Rates. Notwithstanding the foregoing provisions of Article 17, the rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Demotion (Disciplinary). Whenever any member is demoted within a rank for disciplinary reasons, the member shall be demoted to the step immediately below the step held at the time of demotion. Whenever any member is demoted to a lower rank for disciplinary reasons, the member shall be demoted to the top step in the lower rank.
- B. Demotion (Voluntary). Whenever any member with permanent status requests and is granted a voluntary demotion, the member's rate of pay shall be the rate which corresponds to the rate previously received for the member's position in the higher range, if such rate exists; or at the rate in the lower range which requires the member to take the least reduction in wages and the member shall be eligible for his/her next Step increase, if any, six (6) months from the date of the member's last Step increase.
- C. Promotion. Whenever any member is promoted, he/she shall be advanced to the pay rate applicable to the rank to which promotion is made.
- D. Recall From Layoff.
 - 1. A member who is recalled from layoff shall be reinstated at the same Step as of the date of layoff.
 - 2. A member who is recalled shall suffer no loss of seniority for the time during which the member was laid off, which time shall not constitute a break, in service.
- E. Reinstatement From Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 19
HOURS OF WORK AND OVERTIME

Section 1. Definition. ~~The~~ A member's workweek shall consist of forty (40) hours based on either five (5) consecutive eight (8) hour workdays and two (2) consecutive days off or four (4) consecutive ten (10) hour workdays and three (3) consecutive days off. The ~~salary and wage~~ ranges prescribed in the pay plan ~~for the respective classes at~~ Section 17.1 of ~~positions~~ this Contract are based upon an average workweek of forty (40) hours and a work year of 2,080 hours. "Paid status" shall include work hours as well as all hours in pay status while on any approved leave, including holiday, vacation, injury, military, and sick leave, ~~etc~~ and FOP Release Time.

Section 2. Overtime. Members shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of the scheduled workday (eight or ten hours,

as the case may be) or forty (40) in any workweek shall be compensated for at a rate of time-and-one-half the member's regular rate of pay. Members shall be paid double time for any hours in excess of forty-eight (48) in a workweek for a member working a five (5) day, eight (8) hour schedule and for any hours in excess of fifty (50) in a workweek for members working a four (4) day, ten (10) hour schedule. No member shall be paid for overtime worked which has not been authorized by ~~his~~her supervisor. There shall be no pyramiding of overtime and no overtime on overtime. For purposes of overtime calculation under this Section, workweek means the regular, established payroll workweek and does not refer to the Member's workweek as set forth in Section 19.1 of the Contract.

Section 3. Seventh Consecutive Day. When a member working a five (5) day, eight (8) hour schedule is required by a supervisor to work on the seventh consecutive day within his or her scheduled workweek, and the member has actually worked at least thirty-two (32) hours in the five (5) previous days plus a minimum of three (3) hours in paid status on the sixth consecutive day, the member shall be compensated at a double-time rate of pay for all hours worked on the seventh consecutive day.

Section 4. Flex Schedule. Effective April 1, 2002, any member who is newly assigned to the assignments set forth in this Section may be placed on a flex schedule in which case overtime shall only be paid for hours in paid status over eighty (80) in a two-week pay period. These assignments are: C.O.P.S., Detective, including S.I.T., Operations Sergeant, Training Officer, and Standards Investigation Lieutenant. Any member who is serving in such an assignment on or before March 31, 2002 shall only work a flex schedule by signed agreement.

~~Section~~Section 3.5. Computation of Overtime Rate. A member's regular rate of pay for purposes of computation of overtime shall be calculated to include, as applicable, the following:

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

Section 4.6. Call-In Pay/Court Pay. When a member is called back for work on the approval of a Command Officer or designee for hours not abutting or not concluding within fifteen (15) minutes of the start of the member's regular shift hours the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to members called in to off-duty court appearances, to patrol officers called in to departmental

meetings, and to supervisors called in to staff or supervisory meetings. Members who are supervisors may be called in once each pay period for a staff meeting and paid on an hour-for-hour basis at their applicable rate.

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

Section 7. Additional Considerations. A member engaged in or required to attend training, schooling or seminars shall be paid at the rate of time-and-one-half the member's regular rate of pay if the member would be placed in an overtime status because of such training, schooling or seminars.

Section 8. Compensatory Time. Compensatory time off shall be earned or granted to members, at the election of the member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. The maximum amount of compensatory time a member may accrue at any one time is one-hundred eighty (180) hours.

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

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

Section 9. Deviation Pay. Any deviation from a member's scheduled work hours on a scheduled work day will require the City to pay the member whose hours of work are changed at time and one-half (1-1/2) of the member's regular rate of pay for each hour of deviation, except as follows:

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

- C. Where the change is a result of the member being assigned to restricted duty;
- D. Where a member is sent to a school conducted by an outside agency, and the school is of more than a 10-hour duration.
- E. Where a member is scheduled for department-wide training that requires a schedule change.

Deviation pay does not apply when a member's hours are deviated from by two (2) hours or less.

Section 10. Application to Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the City: 1) requires the member be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of the member by a separate and independent employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at his/her option, agrees to be a separate and independent employer. If a member, solely at his/her option, agrees to be employed on special duty, the hours the member is employed by the separate and independent employer in law enforcement or related activities shall be excluded by the City in calculation of the hours for which the member is entitled to overtime compensation.

~~A member who is employed on special duty shall provide the special duty employer, other than a non-profit organization or a public entity, with the following notice:~~

~~For purposes of the Ohio Workers' Compensation laws, the City of Gahanna requires each private employer of a special duty Gahanna Police Officer to list such special duty Officer as an employee of the private employer while the special duty Officer is performing duties for the private employer and to pay all applicable premiums required to provide Workers' Compensation coverage for such special duty Officer.~~

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

Section 9.11. Substitution (Trading of Time). If a member, with the approval of his or her supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Division is permitted, but not required, to keep a record of the hours of the substitute work.

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

Section 10.12. Senior Police Officer Working Out of Rank Pay. When a member is working in place of and in the rank of Police Officer is working in place of and in the position of a Sergeant for the purpose of being in charge of the shift higher ranking person, the member will be paid hour for hour at the rate of a Step 1 Sergeant rate of the higher ranked job, when such position is filled for a period of five four (5) or more hours. This section will also apply when a Sergeant is working in place of and in the position of a Lieutenant for a period of five (5) or more hours. The person to work in place of and in the position of a Sergeant or Lieutenant person of higher rank for purposes of this section will be designated by the Chief or designee.

ARTICLE 20 VACATION LEAVE

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

Section 2. Conditions for Accrual. Each member shall accrue vacation leave by pay period at the annual rate of workdays based on completed years of service as an employee of the City of Gahanna, or other law enforcement agencies, according to the schedules contained in Section 3 of this Article. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period in which a year of service is completed.

Section 3. Accrual Schedule for Vacation. The following vacation-accrual schedules are established effective ~~in 1998~~ April 1, 2002:

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

Section 4. Vacation Carry Over. A member may carry over into the following year a maximum of three hundred (300) hours of vacation. 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, a member shall be paid for any vacation balance in excess of the maximums fixed by this Article ~~upon certification by the Appointing Authority~~ provided that a member gives notice to the City Finance Director, ~~and by October 1 of his or her request for such payment.~~ Such payment is subject to the ~~Chief's approval by the City Council, that due to emergency work requirements, it is.~~ Such payment may be denied if there are not sufficient funds in the best interests of the ~~City Division's overtime budget to permit a fund the payment.~~ If the payment is denied, the member shall be able to take carry over any vacation leave ~~which would otherwise be forfeited.~~ balance in excess of the maximums for use by June 30 of the following year.
- B. A member who is to be separated from the City service through removal, resignation, retirement, or layoff and who has unused vacation leave to his or her credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his or her last day of active service with the City.
- C. When a member dies while in paid status in the City service, any unused vacation to his or her credit shall be paid in a lump sum to the surviving spouse, or, secondarily, to the estate of the deceased.
- 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 (1) hour.
- F. More than one member may be on vacation leave at one time.
- G. Where a member is required to report to work during any authorized vacation leave, the member shall receive two (2) times his or her regular rate of pay for each hour of canceled vacation leave.

**ARTICLE 21
EQUIPMENT AND ALLOWANCE**

Section 1. Initial Issue. Upon appointment, each member shall be provided all necessary uniforms and equipment (summer and winter) by the City.

Section 2. Required Uniforms. All required uniforms, leather and equipment shall be fully furnished by the City and shall be replaced by the City with equal quality/style/design replacements, as needed, on a trade in basis.

Section 3. Annual Clothing Allowance for Nonuniformed Members. The City shall furnish non-uniformed members assigned to detective assignments, \$800.00 dollars upon appointment and no more than five (5) additional payments of \$200.00 dollars every six months while they

are serving in the detective assignment. Thereafter, members assigned to detective assignment will then receive \$300.00 each six month period.

Section 4. Damaged Uniform Parts or Equipment. Members shall be allowed to turn in clothing and uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the City with equal quality/style/design replacements at no cost to members, except where the damage was caused by the officer's negligence. This section shall not apply to cruisers. This Section shall apply to the officer's special personal equipment, the use of which is authorized in writing by the Chief of Police.

Section 5. Damaged or Lost Personal Property. Personal property which is damaged or lost in the line of duty will be repaired or replaced by the City at no cost to the member, except where such damage or loss was caused by the officer's negligence. Damaged items shall be turned in to the City. The following rules will apply: \$150.00 maximum per personal item damaged or lost and a maximum of \$300.00 for any incident. However, if **The maximum per personal item shall be increased to \$250 and the maximum per incident shall be increased to \$400, effective for the first of the month after ratification of this Contract.** If the item is a personal weapon or prescription eyeglasses, then the maximum limits will not apply. The City's contribution toward replacement or repair of prescription eyeglasses will be offset by the amount available to the member for recovery for lost or damaged eyewear under the City's group vision insurance provided under this contract. An A/I Report will accompany all requests for reimbursements under this Section. **In order to be covered for reimbursement under this section, the personal property must be of a kind customarily worn or used in performing the job or related job activities. Members are encouraged to seek pre-approval from the Deputy Chief or the Chief if there is a possible doubt as to the applicability of this section to specific items.**

Section 6. List of Uniforms and Equipment.

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

Pants (5)

L/s Blue Shirt (5)

S/ Blue Shirt (5)

Pants Belt – Nylon

Boots (2)

1 - Winter (Thinsulate & Waterproof)

1 - Summer (or Shoes)

1 – Gortex Jacket w/removable liner (or equivalent)

Patches (as required for uniforms)

Duty Gloves – (1) – hatch; Friskmaster Fm2000 (or equivalent)

Winter Gloves – (1) – hatch, Mt25 (or equivalent)

Dress Hat

Winter Hat (1) or Toboggan

Long/orange reversible (1)

Tie (1)
Tie Bar/clasp (1)
Body Armor (1) – Second Chance “Ultima,” Threat Level 3a, 2, 2a (or equivalent) not to weigh
Body Armor Covers – (2)
Name Plate – (1)
Badges/breast shield (1)
Wallet Badge (1) or an additional breast shield (to be phased in by seniority as budget permits)
Hat Badges – (1)
Badge Holder – (1) – Belt
Traffic Safety Vest – (1)
Equipment Duty Bag – (1)
Citation Holder – (1)
Report Organizer – (1)
Rechargeable Flashlight (2) – 1 “Streamlight-stinger” belt light (or equivalent small belt light)
Flashlight Holder – for belt light (1)
D-rings – (1)
Belt Keepers (as needed)
Whistle – (1)
Whistle Chain – (1)
Duty Belt – (1)
Underbelt – (1)
Duty Holster – (1)
Gun (1) Duty (see Section 11 of this Article)
Magazines - (3)
Duty Ammo
Magazine Pouch – (1)
Handcuffs – (2)
Handcuff Case – (1)
Oc/chemical spray (1 w/certification, upon request)
Oc/chemical spray case (1) (velcro release)
Walkie – (1)
Walkie Holder – (1)
Remote/shoulder Walkie Mike– (1)
Collapsible Baton – (1)
Collapsible Baton Holder – (1)
Id – (1)
Id case/wallet – (1)
Collar/epaulette Brass – (2)
Cloth Rank Insignia (as required for garments)
Serving Since Pin – (1)
Specialty Pins (as required by assignment)
Alterations (as required for garments)
Repairs (as required for garments/equipment)

Police Academy Uniforms/clothing

Notebooks and Note Pads

Paper

Pens and Pencils

Any additional uniform parts and/or other equipment, or services as agreed upon by the Uniform Committee.

- A. The Uniform Committee will determine the style type, design, size, quality, and quantity of uniform and equipment items.
- B. The Uniform Committee will consist of the following members: ~~three~~ one (31) ~~members~~ member from the Police Officer bargaining unit, one member from the Safety Director, Supervisory bargaining unit; and the Chief of Police, ~~and the Captain.~~ ~~The three members from Any available member of the bargaining units will be selected by the bargaining units~~ Labor Relations Committee may attend uniform Committee meetings.

Section 7. Dry Cleaning. Members shall be entitled to have their uniforms dry cleaned. Each member may have no more than ten (10) uniform items cleaned each week, at no cost to the member. Uniform items for nonuniformed members shall be defined as items of regular work clothing. The City shall designate the dry cleaning service where uniforms are to be cleaned for the provision of such services.

Section 8. Termination. Upon termination, members shall return all uniforms and equipment furnished by the City to the City.

Section 9. Range Ammunition. Each member may receive, at no cost to the member, up to ~~fifty~~ one hundred (50100) rounds of ammunition and up to ~~ten~~ twenty (402) shotgun shells per month for use at the Police Department's range or at another location approved by an immediate supervisor. The member shall ~~sign~~ sign for ammunition received. Unused ammunition may not be carried over or credited to a later month and may not be removed from the Police Department's range or from another location approved by an immediate supervisor.

Section 10. Safe Equipment. The City shall furnish and maintain, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

Section 11. Firearm. The Department will maintain an "open carry" policy in regards to firearms. The Department's issued firearm will be determined by the Chief. Any member issued a firearm by the Department must carry it as a duty weapon and if the member chooses to carry a different weapon, the Department-issued firearm will be returned to the department. Any member who maintains employment with the City for twenty (20) years or more shall be allowed, upon separation from employment, to purchase his or her

Department-issued duty weapon for one dollar (\$1.00), provided the member has carried the firearm as a duty weapon for at least eight (8) years.

**ARTICLE 22
HOLIDAY PAY**

Section 1. Annual Pay and/or Compensatory Time.

- A. ~~In~~ Effective January 1, 2003, in the first full pay in January of each year, one hundred and ~~forty~~ twenty-eight (~~140~~128) hours will be placed in a member's annual holiday pay and/or comp-time bank.
- B. The one hundred and twenty-eight (128) hours in Section "22.1(A)" will be paid or accredited in one of the following ways.
1. Pay (not to exceed ~~seventy~~ sixty-four (~~70~~64) hours). If the member chooses the additional ~~seventy~~ sixty-four (~~70~~64) hours it can be taken as pay no later than July 15 of each year.
 2. Compensatory time (Not to exceed the ~~168~~ 180 hour bank).
 - 3 Any combination of ~~B~~ Section 22.1, Section 22.1 (B)(1) and (B)(2) that equals "A" one above.
hundred and twenty-eight (128) hours.
- C. If ~~B~~ Section 22.1(B)(1) is chosen, it 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.

Section 2. Pro-rated Time.

- A. If a member separates from the City, the time left in that calendar year for unpaid holiday pay shall be reimbursed, at the wage rate which the member was earning in January of that year.
- B. If a member joins the Division, the amount of holiday time in hours left in the calendar year shall be offered to the new member using the same option as in Section ~~B-22.1 (B)(1 of this Article)~~.

Section 3. Schedules and Amounts.

<u>Hours in Bank</u>	<u>Holiday</u>	<u>Overtime Rate</u>
<u>10.67</u>	New Year's Day	2 ½ times
<u>10.67</u>	Martin Luther King Day (3 rd Monday in Jan.)	2 times
<u>10.67</u>	Presidents Day (3 rd Monday in February)	2 times
<u>10.67</u>	Easter Day	2 ½ times

<u>10.67</u>	Memorial Day (Last Monday in May)	2 ½ times
<u>10.67</u>	Independence Day (July 4 th)	2 ½ times
<u>10.67</u>	Labor Day (1 st Monday in September)	2 ½ times
<u>10.67</u>	Columbus Day (2 nd Monday in October)	2 times
<u>10.67</u>	Veterans' Day (November 11 th)	2 times
<u>10.67</u>	Thanksgiving (4 th Thursday in November)	2 ½ times
<u>10.67</u>	Christmas Eve (August 16 th)	2 ½ times
<u>10.67</u>	Christmas Day (December 25 th)	2 ½ times

The rates stated above are for the purpose of computing the annual holiday pay and/or comp-time bank described in Section ~~4-22.1(A)~~, above, Time actually worked on a holiday is treated as time worked on any non-holiday and is therefore paid in accordance with Article 19 except that overtime actually worked on a shift which begin on a holiday listed above will be paid at the rate shown for that holiday and overtime actually worked on a holiday where the shift began before the holiday will be paid at the overtime rate for non-holidays in accordance with Article 19. Nothing in this Agreement is to be construed as permitting the pyramiding of overtime or overtime on overtime.

Section 4. Special Holidays.

- A. For any special holiday proclaimed by the Governor or Mayor, the City shall either afford members time off with eight hours or ten hours pay, depending on the member's normal scheduled workday, or, if the member is required to work the holiday, compensation at double-time for all hours actually worked. Compensation for paid time off under this section may be taken as pay or compensatory time off.

ARTICLE 23 INSURANCE

Section 1. Medical Insurance.

A. The City will continue to provide comprehensive hospitalization, surgical, major medical, and additional physicians service coverage with the City paying all of the monthly premium for both ~~SINGLE~~single and family coverage, ~~EXCEPT FOR THE MEMBER CONTRIBUTIONS SET FORTH AS FOLLOWS:~~

~~These provisions apply to~~except for the calculation of member premium contributions for family coverage under the traditional plan~~set forth below:~~

- a. ~~The annual percentage to be assumed by the member shall be indexed to the total premium for such coverage, (e.g., effective July 1, 1998, the member's premium contribution will be \$29.54 monthly, 5% of the total monthly premium of \$590.78.~~
- b. ~~In either calendar year 1999 or 2000, the annual percentage to be assumed by the member shall remain at the annual percentage in effect for the~~

preceding year unless the total annual premium has increased by more than five percent (5%) (e.g., for the member premium contribution to increase to 6% effective January 1, 1999, the total monthly premium would have to exceed \$620.32. For the member premium contribution to increase to 7% effective January 1, 2000, the total monthly premium would have to exceed \$620.32 in 1999 and the total annual premium for 2000 would have to be increased by more than 5% over the total 1999 annual premium).

e— Should the calculation of the annual percentages to be borne by the member result in a monthly premium in excess of \$40.00, the member's monthly premium amount shall be capped at \$40.00.

Effective Date	Preferred Provider Plan		Traditional Plan	
	Single	Family	Single	Family
1/1/01	\$0	\$0	\$20	7%/\$40 max
4/1/02	5%/\$10 max	5%/\$30 max	*	*
1/1/03	6%/\$20 max	6%/\$40 max	*	*

*** The Traditional Plan will no longer be available to members after May 1, 2002. Members still in the Traditional Plan up until May 1, 2002 will continue to pay the \$20 single and the \$40 max monthly premium.**

2. Prescription Drugs: The plan shall provide for a \$5.00 deductible (\$5.00) per prescription with the remainder to be paid one hundred percent (100%) by plan for both member and family for covered prescriptions.

B. Prescription Drugs. From January 1, 2001 until April 1, 2002, the member co-payment for prescription drugs will be \$5 per prescription. Effective April 1, 2002, the member co-payment for prescription drugs will be 10% for generic drugs, 15% for name-brand drugs, and 6% for mail order drugs. For the period April 1, 2002 to December 31, 2002, there will be a \$250 combined cap on member contributions for generic drugs and for non-generic drugs for which there is no generic equivalent available. This cap will increase effective January 1, 2003 to a \$300 annual cap. 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.

B. Physicians C. Physician services, hospital services and other services as detailed in the planPlan booklet are to be provided to all covered members.

C.D. Cost containment: Containment.

1. The planPlan utilizes a Hospital Utilization Review which requires a Pre-Admission Certification for all inpatient in-patient hospital admissions as detailed detailed in the planPlan booklet. Failure to comply will cause a non-compliance penalty.

2. Second ~~Surgical~~surgical ~~Opinion~~opinion details are provided in the ~~plan~~Plan booklet.

Section 2. Dental Insurance. The City will continue to provide, at no cost to the member or his family, a fully--paid dental insurance plan at least equivalent to that which is in effect on December 31, ~~1997~~2000.

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 wage rate or fifty thousand dollars (\$50,000.00), whichever amount is greater, on the life of each member with a provision for double that coverage in the event of accidental death or dismemberment.

Section 4. 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 family.

Section 5. Modifications. The Employer agrees to meet and discuss any proposed modifications in the insurance plan or change of carrier prior to the time any modifications or changes of carrier would be implemented.

**ARTICLE 24
SICK AND INJURY LEAVE**

Section 1. Sick Leave Entitlement. Each member 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 member's credit on the basis of one hour for each hour of absence from previously scheduled work.

Each member shall be entitled to eighty (80) hours of sick leave upon the satisfactory completion of six (6) months of full-time employment with the City. Members may be granted sick leave prior to six (6) months at the discretion of the Chief. Any sick leave so granted will be charged to the member's original eighty hour entitlement.

Section 2. Sick Leave Accumulation. Members shall accumulate sick leave at the following rates:

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

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

- A. Sickness of the member.
- B. Injury to the member, except where injury leave may apply.
- C. Medical, dental or optical consultation or treatment of the member, providing the person rendering such treatment is licensed to practice his/her profession by the State of Ohio.
- D. Sickness of a member of the immediate family, whether or not the family member is living in the member's household.
- E. For the purpose of interpreting this Section of the Contract. pregnancy shall be considered to be sickness entitled to the same benefits as any other such leave, except that when a pregnant member resigns, she shall be paid for her accumulated sick leave in the same manner as any other member as provided in Section 4 of this Article.
- F. In the event of quarantine because of contagious disease. or because of known contact with such disease, the Police Chief or his/her designee shall require a doctor's certificate before paying any member sick leave under the provisions of Subsection F.
- G. A doctor's certificate may be required by the Chief or designee for any absence permitted by this Section of the Contract, and shall be required for all absences of more than five (5) consecutive work days.
- H. Sick leave may, at the discretion of the member, be charged to vacation leave., **but any such vacation leave will be considered used for sick leave for purposes under Section 24.4.**
 - 1. ~~Any period to be charged to sick leave shall be in increments of not less than one (1) hour.~~
- ~~KI.~~ No sick leave with pay shall be accredited or allowed except that which is accredited for service as ~~aan member~~**employee** of the City of Gahanna ~~Police Department~~.

Section 4. Sick Leave Controls. The City may require a member to furnish a satisfactory signed statement from a health care provider to verify the need for sick leave.

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

~~Section~~**Section 4.5. Cash Payments for Sick Leave Credit.** Members shall, at the time of their retirement or resignation in good standing, receive payment based on the members' rate of pay at retirement or resignation for 50% of the accumulated sick leave up to a maximum of 1200 sick leave hours but not less than that accumulated at the effective date of this Contract. After

1200 hours, payment shall be at 25% of accumulated sick leave. Payment under this Section shall be as provided in Ohio Revised Code Section 2113.04. All severance pay shall be paid at the member's current rate of pay. In the event a member dies as a direct result of injury sustained in the course of his employment, the member's spouse, or, secondarily, his or her estate shall be paid on a hour-for-hour basis for his/her unused sick leave.

Section 5.6. Injury and Major Medical Leave With Pay. Members shall be allowed injury leave with pay for each service connected injury, provided such injury is reported to the member's immediate supervisor within six (6) hours of such injury or, under unusual conditions, within twenty-four (24) hours. In the absence of the member's immediate supervisor, the injury may be reported to any supervisory or administrative official of the City of Gahanna. Any additional period of leave must receive the approval of the Mayor/Safety Director before it will be effective. A request for any period of additional leave must be submitted to the Mayor/Safety Director before it will be effective and must be accompanied by a recommendation in writing from the Chief of Police for approval or denial.

A report of the cause of all injuries signed by the immediate supervisor, the division and department heads, shall be submitted to the Safety Director within two (2) days of the date of the injury, on forms designed and furnished by the Safety Director. The Safety Director may arrange to have the injured person examined by a qualified physician other than the member'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, the member shall be continued on the payroll and be paid for a period not to exceed nine (9) 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 member's personnel record within three (3) months. If the physician designated by the City is of the opinion that the member is capable of performing his/her regular duties the member will return to work at the direction of the Chief or designee. If the physician recommends that the member be granted light duties for a period of time, the member shall be so notified, and shall be recalled to work and given whatever light work is available for as long as necessary in the judgment of the physician. If the member 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 department head to whom he/she will be assigned upon his/her 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 range to Council, 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/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 rank at the Step at which he/she was paid when the injury occurred.

If the member disagrees with the determination of the City appointed physician or other appropriate licensed practitioner the member may submit an examination report from a licensed practitioner of his/her choice. If the opinion and conclusions of the City appointed and member retained practitioners differ, the member shall submit to an examination by a practitioner mutually appointed by the two practitioners.

Section 6.7. 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.

Section 7. Coordination of Workers' Compensation. Members who receive Injury or 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. Members 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 shall be submitted to the City as a condition precedent to receiving Injury or Special Major Medical Leave benefits. Thereafter, the member is required to endorse over to the City any Workers' Compensation temporary total disability benefits he or she receives that extend over the same period for which the member was paid Injury or Special Major Medical Leave benefits. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation the member will be required to execute a written Contract which reflects the provisions of this Section.

Section 8. Family and Medical Leave. Members will be allowed leaves and other rights as required by the federal Family and Medical Leave Act. Any paid or unpaid leaves provided by this Contract which are used for purposes that also give rise to the right to FMLA leave will be credited against the time available to the member under the FMLA. Members on FMLA leave must exhaust available paid time off. It is recognized that members, in appropriate circumstances, may preserve their employment status with the City when FMLA leave has been exhausted.

ARTICLE 25 SPECIAL LEAVES

Section 1. Jury Duty Leave. A member, while serving on a jury in any court of record, will be paid his/her regular salary for each of his/her workdays during the periods of time so served. Time so served shall be deemed active and continuous service for all purposes. Jury duty fees paid to the member by the Court shall be returned to the City.

Section 2. Examination Leave. Time off with pay shall be allowed members to participate in Gahanna Civil Service tests or to take a required examination pertinent to their City employment, before a State or Federal licensing board.

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

Section 4. Military Leave.

- A. Paid Leave. Sworn officers of the Division of Police who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay ~~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. ~~Excepting and providing that when~~ When the ~~Chief Executive Officer~~ Governor of the State of Ohio or the ~~Chief Executive Officer~~ President of the United States declares that a state of emergency exists, then in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section for a period, or periods, of that emergency, whether or not consecutive. A member shall be paid his/her regular ~~salary~~ wages for the period of time ~~so served on~~ military leave, less whatever amount such member may receive as his/her military base pay. Where it is to the advantage of the City and on the approval of the Chief of Police, military leave with pay of up to one hundred and twelve (112) additional hours may be granted in a calendar year, with regular wages being paid to the member, less whatever amount the member receives as his/her base military pay.
- B. Military Leave Without Pay. A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:
1. No eligible member shall lose his/her rank, grade, or seniority enjoyed at the time of his/her enlistment, induction, or call into the active service (other than for military training leave), of the Armed Forces of the United States of America or any branch thereof, ~~except that a provisional member at the time of entering active military service shall not be entitled to restoration to his/her position if an eligible list from which appointment to such position may be made has been established prior to his/her application for restoration to such position.~~
 2. Any member who has entered the service as stated above, upon his/her Honorable Discharge from the Service and establishment of the fact that his/her physical and mental condition has not been impaired to the extent of rendering him/her incompetent to perform the duties of the position, shall be returned to the position he/she held immediately prior to his/her enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to his/her position within ninety (90) days of receiving an Honorable Discharge from the Armed Forces or his/her position will be declared vacant. Nothing contained in this Paragraph "B" shall obligate the City to pay a member who is on military leave of absence.
 3. ~~Any member 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.~~

4.3. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.

5.4. Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he/she held before said transfer or advancement, or to a position of equal rank or a grade upon the return of the member from service.

~~6. A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service, upon return of that member from the service, shall be placed on an eligible list in the order of his/her original position on such list.~~

~~7. In any case where two (2) or more members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have prior restoration right without prejudice to the reemployment rights of the other members to be restored.~~

~~8. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.~~

~~9. 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 a member returns from military leave, he/she shall be restored in his/her former position at the Step which corresponds to the Step he/she received at the time of his/her departure and in addition, shall be granted any increases to which he/she would have been entitled had he/she not entered military service.

Section 5. Funeral Leave. ~~Any full-time~~A member shall be entitled to three (3) consecutive work days, including the day of the funeral, and may be granted two additional work days, with pay at his/her regular straight hourly rate, for death leave for death in the immediate family with written approval from the Chief of Police.

Section 6. Absence Without Leave. A member 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, within thirty (30) calendar days of the date the member became absent.

ARTICLE 26
EDUCATIONAL INCENTIVES

Section 1. Reimbursement. Each member shall be eligible for a reimbursement of tuition, course fees and lab fees for courses of instruction taken towards a ~~bachelor~~**an Associate's or Bachelor's** degree at an accredited college or university. The rate of reimbursement shall be subject to a maximum limit of ~~\$3,500~~**\$3,500, increased to \$4,000, effective 1-1-02,** per member per calendar year and subject to the requirement that a grade of C or better is attained in the course. Job related advanced training given by recognized organizations and educational facilities shall be included to assist each member in professional development.

- A. All courses must be taken during either than scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety Director or designee. Any situation which, in the discretion of the Safety Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses.
- 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 a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. The Safety Director, with input from the Labor Relations Committee shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Requests to add additional institutions can be made by forwarding an application for approval to the Safety Director who will obtain Labor Relations Committee input. Applications for approval of institutions must be made to the Safety Director not less than thirty (30) days prior to planned enrollment.
- D. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- E. Should a member resign from the Division of Police within twenty-four (24) months of the member's completion of 75% of any prescribed course of study leading to a degree, the member shall repay to the City all monies expended by the City for tuition expenses² **except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor.**

ARTICLE 27
PERSONAL EXPENSES

Section 1. Personal Expenses.

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

ARTICLE 28
MISCELLANEOUS ~~ECONOMIC~~

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

Section 2. False Arrest Insurance. The City will continue to provide false arrest insurance at least at its present level and will bear the expense of the deductible expense associated with the false arrest insurance for all members.

Section 3. Physical Fitness Incentive Payment. Each member is eligible to qualify for a lump-sum, non-wage rate payment, payable in the first pay period after June 1st and in the first pay period after November 1st in each year covered by this Agreement, under the following conditions:

- 1. The intent of this provision is to encourage members to achieve a standard of physical fitness above the minimum standard required for job performance by encouraging -- but not requiring -- each member to meet military, age-graded fitness guidelines as agreed upon by the Lodge and the City.

2. Each member who, before November 15th of any calendar year, meets military, age-graded fitness guidelines as agreed upon by the Lodge and the City (with testing done on paid time) shall receive, for that year, lump sum payments (which shall not become part of their wage base) of one-half percent (1/2%) of their straight-time, annual wage rate in the first pay period after June 1st and one-half percent (1/2%) of their straight-time, annual wage rate in the first pay period after November 1st of the year which the member meets the guidelines. If the member meets the guidelines after either or both of these dates, the member shall receive the appropriate payment in the first pay period after the member meets the guidelines.

Section 4.~~Section 1.~~ Contract Copies. As soon as possible following the signing of this Contract, the City and the Lodge shall have printed one hundred (100) copies of this Contract. Thirty-five (35) copies shall be provided to the City; the remainder shall be provided to the Lodge for distribution to members. Actual costs of printing this Contract, and any future printing beyond the copies specified herein in an amount the parties may later agree are necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.

Section 2.5. Accrued Time Notification. Each member shall receive an accounting of the member's total accumulation of vacation hours, compensatory hours, and sick leave hours. This notice of the accounting shall be provided biweekly to coincide With each pay period.

Section 3.6. Lodge Roster. The Lodge shall provide to the City Administration an official roster of its members who are to become Lodge officers and representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change, and will include names of each Lodge officer or representative.

Section 4.7. Committee Selections. The Uniform and Grievance Committee members will be elected by the ~~bargaining unit~~ members of the respective bargaining unit to terms of one (1) year. Committee members shall serve at the pleasure of the membership, subject to recall by a ~~quorum~~ majority of the bargaining unit members.

ARTICLE 29 DEFINITIONS

Section 8.~~Section 5.~~ Probationary Period. ~~The probationary period for bargaining unit members shall be for a period of twelve (12) months from the date of initial hire as Police Officers.~~ members shall be for a period of twelve (12) months from the date of initial hire as Police Officers.

~~Section~~**Section 1.9. Definitions.** For use of sick leave and funeral leave. immediate family consists of spouse, son, daughter, brother, sister, parent (or person loco parentis), grandparent,

father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, grandchild, and grandparent-in-law.

ARTICLE 29 FIELD TRAINING

Section 1. Field Training Program. In order to provide comprehensive on-the-job training to new hires, the Field Training Program shall be structured so as to provide a new hire a minimum of ninety (90) calendar days of field training. However, the number of days may be reduced where warranted. The rationale for any such reduction shall be documented.

Section 2. FTO Qualifications. In order to serve as a Field Training Officer (FTO), a member shall have a minimum of one year of service in a Patrol assignment after completing his or her own Field Training.

Section 3. FTO Hourly Supplement. Effective 1-1-02, for each hour a member is assigned and works as a Field Training Officer, the member shall receive a \$1.00 per hour supplement to his or her regular wages.

ARTICLE 30 PART-TIME AND RESERVE OFFICERS

Section 1. Basis of Negotiations. The provisions of this Article have been negotiated to address the effects upon members by the City's use of part-time and reserve police officers.

Section 2. Reserve Officers. The following provisions apply regarding the effects on bargaining units' member by use of Reserve Officers.

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

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

Section 3. Part-Time Officers. Reference throughout this section to "full-time officers" means members of both bargaining units, unless noted otherwise.

A. Part-time officers are subject to taking work direction from full-time officers.

B. No rank above Police Officer shall include part-time personnel.

C. Part-time officers shall be laid off, regardless of seniority, before any full-time officer is laid off.

D. The City will not use part-time officers as a means of avoiding adding additional full-time officers.

E. Except as provided in Civil Service Commission Rule 6.06, part-time officers shall be subject to the same Civil Service testing requirements for original appointment as full-time officers in the rank of police officer (with age-graded physical fitness as applicable to full-time officers).

F. Part-time officers shall be used primarily to meet times of peak demand for patrol duty where the number of regularly-scheduled full-time officers in the rank of police officer is not sufficient to meet the demand. If the need for coverage is more than three (3) consecutive days, or there are no full-time officers who volunteer to cover the need, part-time officers may be used. Part-time officers shall not be used to cover a full-time officer's absence of three (3) or fewer consecutive work days, except that a part-time officer may be used in lieu of mandating overtime for full-time officers in the rank of police officer. However, full-time officers in the rank of police officer shall be given an opportunity to voluntarily work overtime before part-time officers are used in lieu of mandating overtime for full-time officers.

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

H. Except as provided in Paragraph G, no part-time Officer shall be placed in a non-Patrol assignment which exceeds twenty-one (21) consecutive work days unless such placement is first discussed and agreed to by the FOP in a Labor Relations meeting.

Section 4. Special Duty. No part-time officer or reserve officer may be given special duty unless the special duty work has first been offered to members on the special duty list and declined by these members. No special duty work shall be offered to a reserve officer until after the reserve officer has completed his or her FTO program.

ARTICLE 31
SUBSTANCE ABUSE & DRUG TESTING

Section 1. Mutual Goal. The City and the Lodge 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 Lodge 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 Lodge and the City agree that the security of the specimen is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way any positive test shall be invalid and may not be used for any purpose.

(C) Urine specimens shall be collected in private, except in the following circumstances:

(1) Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that an individual may alter or substitute the specimen to be provided, as further described below.

(2) The following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:

(i) The member has presented a urine specimen that falls outside the normal temperature range (32-38 C/90-100 F), and

(ii) The member declines to provide a measurement of oral body temperature; or from the temperature of the specimen;

(iii) The last urine specimen provided by the member (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003) and a creatinine concentration below .2g/L;

(iv) The collection site person hears statements or observes conduct clearly and unequivocally indicating an attempt by the member to substitute or adulterate the sample (e.g. substitute urine in plain view, blue dye in specimen presented, etc.).

(D) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.

(E) Members have the right for a Lodge representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. For such tests, unreasonable delay” means two (2) hours or more.

(F) The City’s drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at

least twelve (12) months or (provided written notice is given the lab by the City or Lodge, before the expiration of the 12-month period), for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.

(G) The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Policy.

(H) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician ("MRP") in a manner to ensure that a member's legal use and diet are properly taken into account when evaluating the test results. For the purpose of this policy, a positive drug test result means the presence of drugs and/or their metabolites in a member that equals or exceeds the levels set forth in Section 7, below.

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

(I) With regard to alcohol testing, tests shall be performed by an individual(s) selected by the City and certified under Federal standards. An initial positive alcohol level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the .04 expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

(J) The City will provide each member tested with a copy of all information and reports received by the City in connection with the testing and the results.

(K) The City will insure that no member is the subject of any adverse employment action pending the receipt of test results except emergency temporary assignments or relief from duty with pay.

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 Lodge 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 Lodge officer(s) to whom disclosure is specifically authorized if the member authorizes such disclosure, in writing. Such information shall also be available to the City in connection with a disciplinary matter arising out of a positive test result or discipline for failure to fulfill obligations under Section 10. A member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance (except for failure to fulfill obligations under Section 10 of this Contract).

Section 13. Duly 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 Lodge Representative will be given the opportunity to witness the inspection. A member who fails to cooperate with such an inspection is in violation of this Article.

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

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 CONTRACT

Section 1. Duration. All of the provisions of this Contract become effective January 1, ~~1998,2001~~, unless otherwise specified. This Contract shall continue in full force and effect to and including December ~~1,31, 2000-2003~~.

Section 2. Successor Negotiations. At least one hundred and twenty (120) days prior to the expiration date of this Contract, negotiations shall commence for a successor Contract.

Section 3. Dispute Resolution Procedure. The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including the final offer settlement procedure set forth therein, shall be applied to negotiations for a successor Contract.

Section 4. Execution. Signed and dated at Gahanna, Ohio this ____ day of _____, ~~1999-2002~~.

FOR THE CITY OF GAHANNA:

FOR THE LODGE

James F. McGregor, Mayor

William A. Capretta, President

Dennis Murphy, Chief of Policy

Will Norris, Chairman

LETTER OF AGREEMENT

The purpose of this Letter of Agreement is to reflect the terms agreed to between the City of Gahanna and the Fraternal Order of Police, Capital City Lodge No. 9, concerning the lieutenant and sergeant promotions in February, 2002. The parties were, at the time the procedures for these promotions began, and they continue to be, in labor negotiations for a successor collective bargaining agreement. The bargaining representatives for the City and the F.O.P. Negotiations Committee agreed to the following specific steps for these promotions:

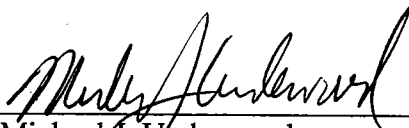
1. That notwithstanding the provisions of Article 14 of the collective bargaining agreement regarding composition of the oral board, the Chief of Police could designate the Deputy Chief to sit in his place on the oral boards for these promotions.
2. That the time period specified in Article 14 for conducting the oral board would be extended to allow the parties adequate time for discussing the procedures for the oral board.

The parties also agreed that the sergeant eligibility list established in connection with these promotions will continue in effect for two years, until January 8, 2004. The lieutenant eligibility list has expired because the number of names on the list fell below three (3) at the time of the promotion.

The terms included in this Letter of Agreement are applicable only to the promotions which occurred in February, 2002. All future promotions will be governed by the applicable provisions of the collective bargaining agreement and Civil Service rules in effect at the time of the promotions.

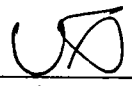
FOR THE CITY OF GAHANNA

FOR THE FRATERNAL ORDER OF
POLICE, CAPITAL CITY LODGE NO. 9



Michael J. Underwood
Attorney Representing the City

Date: 4-30-02



Robert W. Sauter
Attorney Representing the Lodge

Date: 4/30/02

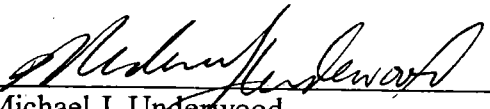
LETTER OF AGREEMENT

The purpose of this Letter of Agreement is to reflect the terms agreed to between the City of Gahanna and the Fraternal Order of Police, Capital City Lodge No. 9, concerning retroactive wage payments under the labor agreement between the parties to be effective January 1, 2001.

The City and the Union have agreed that wage increases will be paid to all current bargaining unit members retroactive to January 1, 2001 consistent with the terms of the contract. The parties have also agreed that the retroactive wages bargained for are not applicable to any former bargaining unit members who were no longer employed by the City on or after April 30, 2002, the date that the bargaining committees for the parties reached tentative agreement.

FOR THE CITY OF GAHANNA

FOR THE FRATERNAL ORDER OF
POLICE, CAPITAL CITY LODGE NO. 9



Michael J. Underwood
Attorney Representing the City

Robert W. Sauter
Attorney Representing the Lodge

Date: 5-02-02

Date: _____

PORTER WRIGHT MORRIS & ARTHUR LLP
Attorneys & Counselors at Law

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Facsimile: 614-227-2100
Toll Free: 800-533-2794

April 30, 2002

VIA FACSIMILE
(614) 461-0072

Bob Sauter
Cloppert, Portman, Sauter, Latanick & Foley
225 East Broad Street
P.O. Box 1810
Columbus, Ohio 43216-1810

RE: City of Gahanna/FOP Collective Bargaining Agreement – Article 19

Dear Bob:

This letter is to confirm the understanding of the parties concerning one aspect of Article 19 of the labor contract between the City of Gahanna and the Lodge. Specifically, the parties agree that the provisions in Article 19, Section 1 describing the workweek as consisting of a specified number of consecutive work days and consecutive days off will not be considered violated if, as a result of a change in a member's shift which is otherwise permissible under the contract, the member does not have the specified number of consecutive work days and/or days off in the week the change occurred. With this understanding, we have agreed it is not necessary to include any specific language to this effect in Article 19.



Please indicate your agreement by signing below.

Very truly yours,

Michael J. Underwood

MJU/md
Enc.

AGREED:

 
Date: 4.30.02 4-30-02