EXHIBIT A
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COLLECTIVE BARGAINING AGREEMENT

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Between

CITY OF GAHANNA

And

The Fraternal Order of Police/Ohio Labor Council, Inc.

Police Dispatchers

January 1, 2016 through December 31, 2018

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ARTICLE 1-AGREEMENT

1.1 Agreement. This Agreement 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, Ohio Labor Council, Inc. (hereinafter referred to as the "FOP/OLC").

1.2 Purpose. This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between and among the City, members of the bargaining unit (hereinafter referred to as "member" or "members") and the FOP/OLC.

A. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, The City, members and the FOP/OLC 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rights, affirmative action, unemployment compensation, workers' compensation, and retirement of dispatchers are not superseded by this Agreement, except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein.

B. If any part of this Agreement 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 Agreement 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 Agreement 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 Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties shall meet within twenty one (21) days of the receipt of the written request, to attempt to negotiate a modification to the invalidated provision(s).

1.3 Sanctity of Agreement. Unless otherwise specifically provided in this Agreement, no changes in this Agreement 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 Agreement, must be in writing and signed by the parties.

ARTICLE 2-RECOGNITION

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

2.2 Bargaining Units. The bargaining unit covered by this Agreement consists of all full-time, Dispatchers and all full-time Lead Dispatchers employed by the Police Department of the City of Gahanna.

2.3 Bargaining Unit Exclusions. All employees whose classification is not listed in section 2.2. Above shall be excluded from the bargaining unit.

ARTICLE 3-FOP/OLC SECURITY

3.1 Dues Deduction. Pursuant to Ohio Revised Code, Section 4117.09(B)(2), the City agrees to deduct FOP/OLC membership dues, in the amount certified by the FOP/OLC to the City, from the pay of any FOP/OLC member who submits a written authorization for such deduction. The City also agrees to deduct FOP/OLC initiation fees and assessments, in the amount certified by the FOP/OLC to the City, and from the pay of any FOP/OLC member whom the FOP/OLC certifies owes initiation fees or assessments.

A. The deductions authorized by this Section shall be made in the first two (2) pay periods of each month. If a FOP/OLC member has insufficient pay due on that payday, such amount shall be deducted from the next or subsequent pay.

B. If a FOP/OLC member desires a payroll deduction for FOP/OLC dues and/or assessments, the member shall sign a payroll deduction form, which the FOP/OLC shall furnish, and shall present the form to the appropriate City payroll clerk.

C. The City agrees to furnish to the FOP/OLC 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 FOP/OLC members covered by this Agreement from submitting dues directly to the FOP/OLC.

D. Any 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 Director of the FOP/OLC expressing the member's desire to withdraw his or her dues deduction authorization.

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

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

3.2 Fair Share. Bargaining unit members who are not members of the FOP/OLC shall, as a condition of employment, pay to the FOP/OLC a fair share fee. The amount of fair share fee shall be determined by the FOP/OLC, but shall not exceed dues paid by the members of the FOP/OLC who are in the bargaining units. Such fair share fees shall be certified by the FOP/OLC to the City at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal FOP/OLC rebate procedure meeting all requirements of state and federal law.

A. For the duration of this Agreement, 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 FOP/OLC. The automatic deduction shall be made in the first two (2) pay periods of each month. The City agrees to furnish the FOP/OLC 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.

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

C. 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 unit ,lay off from work and an unpaid leave of absence longer than thirty (30)days.

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

3.4. FOP/OLC Ballot Box. The FOP/OLC 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 FOP/OLC members' ballots on all FOP/OLC issues subject to ballot. Neither the ballot box nor the ballots shall be subjected to the City's review.

3.5. Indemnity. The FOP/OLC 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

4.1 Joint Pledge. The City and the FOP/OLC shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, sexual orientation, creed, religion, ancestry, national origin, disability, political affiliation, military or veteran status, or application for or participation in the State workers' compensation program.

4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership in the FOP/OLC 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 FOP/OLC.

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

ARTICLE 5-GRIEVANCE PROCEDURE

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

5.2 Qualifications. A grievance may be filed by any aggrieved member or the FOP/OLC. 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 FOP/OLC grievance involves a Department-wide controversy, it may be submitted at Step One (Chief of Police).

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

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

5.4 Establishment of Grievance Representatives. The bargaining unit(s) may select not more than three (3) grievance representatives. The grievance representatives shall be selected by their respective bargaining unit. The bargaining 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 selected representative as the Grievance Chairman and one representative as the alternate Grievance Chairman.

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

A. Representing members in investigating and processing grievances.

B. Replacing a grievance representative who is absent or unavailable.

C. Generally supervising and coordinating grievances in process and grievance representatives.

D. Acting as Liaison between the City and the FOP/OLC on matters concerning grievances and Agreement matters.

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

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

A. Preliminary Step.

A member having an individual grievance first must attempt to resolve it informally with the member's immediate supervisor. Any attempt at informal resolution must be initiated by the grievant within fourteen (14) days following the date the events or circumstances giving rise to the grievance occurred or would reasonably have been known to the grievant. Any grievance brought to the attention of the supervisor beyond the fourteen (14) day time limit shall not be considered unless a time extension, as provided for in Section 5.9, 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 may schedule a joint grievance meeting should the Bureau Commander deem such meeting to be helpful. The Bureau Commander shall respond to the grievance in writing within ten (10) 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.

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 Steps and any other pertinent documents, to the Office of the Chief of Police. The form will be stamped to accurately reflect the date of receipt. Any grievance submitted after the seven (7) day time limit shall not be considered.

2. The Chief of Police shall respond to the grievance in writing within seven (7) days of receipt of the written Grievance Form, and shall date and sign the response, and return one copy of it to the grievant and one copy to the Grievance Chairman. If the grievant does not appeal the grievance to the Third Step of the Grievance Procedure within seven (7) days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved.

D. Step Three–Safety Director.

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

2. The Safety Director shall schedule a meeting to be held within fourteen (14) days of receipt of the Grievance Form to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring the grievant and appropriate grievance representatives to the meeting.

3. In the meeting, the Grievance Chairman may provide the Safety Director (or a representative designated for this purpose) a full explanation of the grievance and the material facts relating thereto.

4. The Safety Director shall respond to the grievant and the Grievance Chairman in writing within fourteen (14) days of the meeting in this Step.

5. If the position of Safety Director is vacant at the time a grievance is submitted to Step Three, the Mayor shall act in place of the Safety Director.

5.7 Time Off for Presenting Grievances. A member and his or her Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior notice to and the approval of their respective supervisors. Grievance Representatives shall be allowed adequate time off the job with pay, as approved by

the supervisor, in order to conduct a reasonable investigation of each grievance. A supervisor's approval will not be unreasonably withheld. If a supervisor does not approve the time off then the time within which grievant must appeal the grievance or have the grievance heard will be extended for a period equal to the time for which the Grievance Representative is not allowed time off.

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

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

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

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

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

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

ARTICLE 6-ARBITRATION

6.1 Arbitration Procedure. If a grievant believes that the grievance has not been satisfactorily resolved at Step Two of the Grievance Procedure, the FOP/OLC shall notify the Mayor in writing of the FOP/OLC's intention to proceed to arbitration within fourteen (14) calendar days after the written answer at Step Two is received by the Grievant

and the Grievance Chairman.

6.2 Selection of Arbitrator. After receipt of the FOP/OLC's written notification of the 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 FOP/OLC 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 a FMCS panel to select an arbitrator, the parties may select an arbitrator by mutual agreement or use another forum that provides panels.

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

6.4 Arbitration Costs. The City and the FOP/OLC shall each be responsible for its respective share of panel 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 anynonemployee witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay, or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

6.5 Arbitrator's Findings. The arbitrator's decision and award will be in writing and transmitted 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-FOP/OLC RELEASE TIME

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

7.2 Attendance at FOP/OLC Sponsored Training Sessions. Members of the Grievance Committee and/or Labor Relations Committee will have available to divide among themselves during each calendar year a total maximum of twenty four (24) hours of release time with pay to attend FOP/OLC sponsored training programs relative to grievance representation or matters relative to agreement administration and/or labor relations. Such leave will not be unreasonably denied, provided the Grievance Chairman gives at least two weeks' advance notice of the request for leave to the Deputy Chief, including the date, time, place and use for the leave, and the member or members to attend. Proof of attendance will be required upon completion of the training.

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

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

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

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

ARTICLE 8-NO STRIKE NO LOCKOUT

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

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

ARTICLE 9-MANAGEMENT RIGHTS

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

A. To determine the organization of the Division of Police;

B. To determine and change the purpose and extent of each of its constituent subdivisions;

C. To exercise control and discretion over the organization and efficiency of operations of the Division of Police;

D. To set standards for service to be offered to the public;

E. To direct the employees of the Division of Police, including the right to assign work and overtime;

F. To hire, examine, promote, train, transfer, assign and schedule employees in positions with the Division of Police;

G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;

H. To increase, reduce or change, modify or alter the composition and size of the workforce;

I. To determine the location, methods, means and sworn personnel by which operations are to be conducted;

J. To change or eliminate existing methods of operation, equipment or facilities;

K. To create, modify or delete departmental rules and regulations;

L. To take actions as may be necessary to carry out the mission of the Division of Police;

M. To train or retrain employees as appropriate;

N. To maintain and improve the efficiency of the Division of Police;

O. To determine, provide and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for members to appropriately and safely carry out their duties; and

P. The Safety Director 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 Agreement or by any other written agreement between the City and the FOP/OLC.

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 Agreement are subject to the Grievance Procedure contained herein.

ARTICLE 10-INTERNAL INVESTIGATIONS

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

10.2 Representation. A member shall have a reasonable opportunity to obtain a FOP/OLC 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 FOP/OLC 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 agreement a FOP/OLC representative other than a grievance representative.

10.3 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 FOP/OLC representative other than a grievance representative for purposes of representation during the interview. To invoke these time limits, an investigator must obtain approval from the Chief (or, if unavailable, an available Command Officer) and notify the member of these time limits.

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

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

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

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

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

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

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

10.11 Polygraph Examination. In the course of an internal investigation, a, member may be given a polygraph examination, voice stress analysis or other lie detector 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.

10.12 Complaints.

A. Any complaint, whether from a known source or an anonymous source, which alleges criminal activity by a member may be investigated regardless of when the complaint is filed or made.

B. Where a complaint from a known source, if true, could not lead to criminal charges against a member, the member may be subject to investigation or discipline only when the complaint is made in writing or reduced to writing and received by the Division no later than forty-five (45) days after the date of the incident complained of, except that a member may be subject to investigation and discipline as a result of an anonymous complaint provided that the anonymous complaint is made no later than forty-five (45) days after the date of the incident complained of and either the anonymous complainant provides corroborative evidence at the time the complaint is made in support of the complaint or there is evidence which can reasonably be ascertained from information specifically provided in the complaint.

C. A non-criminal complaint which fails to comply with the provisions of paragraph (B) shall be classified as untimely. The member shall be informed of the complaint and its disposition as untimely, but shall not be required to respond to the complaint.

10.13 Access to Records. A member who is charged with violating Division of Police Rules and Regulations, and his or her FOP/OLC 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.

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

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

10.16 Investigation. All complaints, internal investigations, and departmental charges against a member shall be investigated by the 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.

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

ARTICLE 11-CORRECTIVE ACTION AND RECORDS

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

11.2 Department Hearings. Disciplinary action up to and including a written reprimand can be issued to a member without a hearing before the Safety Director. Before any disciplinary suspension, reduction in rank or pay, or discharge is issued to a member, the member will first be given the opportunity for a hearing before the Safety Director as set forth herein. At least ten (10) days prior to any departmental hearing before the Safety Director, the member charged will receive from the Chief of Police or Internal Investigations Supervisor a written statement of all charges and specifications, notice of a hearing date and time, notice as to the witnesses to be called or whose testimony will be used by the City, and copies of any permanent evidentiary documents. At the hearing, the charged member will be allowed to be represented by a FOP/OLC representative and/or FOP/OLC 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. The hearing shall be recorded at the direction of the Safety Director or upon request of either the Division of Police or

the member.

Hearings will be held in the 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 FOP/OLC Representative or FOP/OLC Attorney, may make a written request for a continuance. Such request will be granted where practical at the discretion of the Safety Director. The length of such continuance shall be mutually agreed upon.

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

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

11.3 Progressive Action. The principles of progressive corrective action will be followed with respect to minor infractions, as determined by the Safety Director. The severity of an offense will be taken into account for determining the initial level of discipline. The progression may 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.

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

Disciplinary records will be retained, subject to the following:

A. Oral Reprimand. An oral reprimand shall be removed from the member's personnel file after six (6) months, at the member's request, provided that no further discipline for conduct of the same or similar nature is imposed within six (6) months of the oral reprimand. If such further discipline is imposed, the existing oral reprimand may be retained in the file for an additional six (6) months.

B. Written Reprimand. A written reprimand shall be removed after two (2) years, at the member's request, provided that no further discipline for conduct of the same or similar nature is imposed within two (2) years of the written reprimand. If such further discipline is imposed, the existing written reprimand may be retained in the file for an additional

two (2) years.

C. Suspension/Reduction in Pay. A suspension or reduction in pay shall be removed after four (4) years after issuance of the suspension or reduction in pay provided no further discipline for conduct of the same or similar nature is imposed within the four year suspension/reduction.

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

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

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

11.5 Personnel File. There shall be only one official personnel file for each member which shall be maintained in 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, medical records/documentation (including worker's compensation), I-9's, FMLA records, COBRA records, and records of benefits applied for or received by members.

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

11.7 Review of Personnel Files. Every member shall be allowed to review any of his or her personnel files at any reasonable time upon written request. A member may also authorize his or her FOP/OLC 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.

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

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

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

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

ARTICLE 12-WORK RULES AND INFORMATION ORDERS

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

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

ARTICLE 13-LABOR RELATIONS MEETINGS

13.1 Labor Relations Meetings. The City and the FOP/OLC 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 FOP/OLC and the City agree to utilization of the Labor Relations Committee to function during the term of this Agreement 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 FOP/OLC members of the Committee shall consist of the FOP/OLC Staff Representative, one member from the bargaining unit who served on the FOP/OLC Negotiations Team for the current Agreement, and the Grievance Chairman. The City members of the Committee shall consist of the Chief or designee, the Deputy Chief, and the Director of Human Resources.

13.2 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 Agreement 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 FOP/OLC, planned changes in police mission, and concerns of either party relative to the Division of Police.

ARTICLE 14-LAYOFFS

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

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

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

ARTICLE 15-SENIORITY

15.1. Seniority Defined. Seniority shall be defined as follows:

A. For Dispatchers seniority shall be the member's length of continuous service as a full-time Dispatcher with the Department.

B. For accrual of vacation and sick leave the length of continuous full-time service with the City of Gahanna shall apply.

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

1. Removal for just cause;

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

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

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

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

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

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

1. Unauthorized leaves of absence;

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

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

ARTICLE 16-PART-TIME DISPATCHERS

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

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

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

16.4. Part Time Costs. No money shall be expended by the City to provide dispatch-related training to part- time dispatchers at outside agencies except where the training is mandated

by the State of Ohio, unless all regular dispatchers who have not had the training or do not already have the experience are first offered this same training opportunity. The restrictions of this section will not apply where there is a legitimate business reason related to the part-timer's experience making the training uniquely appropriate to that person.

ARTICLE 17-HOURS OF WORK AND OVERTIME

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

17.2. Overtime. Bargaining unit members shall be compensated at straight time rates for all hours in paid status, except that all hours worked in: excess of eight (8) in any day or forty (40) in any workweek shall be compensated for at a rate of time-and-one-half. Employees shall be paid time-and-one-half for time worked between forty (40) hours and forty-eight (48) hours and double time for time worked in excess of forty-eight (48) hours. The City will make a good faith effort to offer all overtime of four hours or longer in duration to bargaining unit members on an equalized basis insofar as practicable. The City has the right to correct any agreed-upon unequal distribution of overtime as soon as reasonably practicable but not later than ninety (90) days after the matter is brought to the City's attention, provided sufficient overtime is available to correct the unequal distribution.

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

17.4. Seventh Consecutive Day. Unless otherwise provided in this Agreement, if an employee working a five (5) day, eight (8) hour schedule is required to work on the seventh consecutive day within his or her scheduled work week, and the member has actually worked at least ~~forty (40)~~ forty (40) hours in the five (5) previous days plus a minimum of three (3) hours 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. For purposes of this section, the regularly scheduled work week begins on the first day of the employee's five consecutive scheduled work days. Seventh day double time shall also apply when seven consecutive days are worked as a result of shift assignment change per article 18 and all other requirements of this section are met. There shall be no pyramiding of overtime. No overtime worked during the regularly scheduled work week will be counted toward the initial forty (40) hours.

17.5. Additional Considerations. Notwithstanding the foregoing provisions, employees who are called in or are to report for court appearances shall receive the minimum call-in guarantee at their regular rate of pay unless the employee would be placed in an overtime status. If the call-in for court appearances places the employee in overtime status, the employee shall

receive compensation at the rate of time-and-one-half his or her rate of pay. Other premium rates shall not apply to court appearance time. Minimum coverage shall be two (2) dispatchers per shift.

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

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

Provided a member gives notice by October 1, a member may elect to cash out not more than eighty (80) hours of compensatory time in the first pay period in December of each year. This cash out will be paid at the rate in effect as of the date of the request. The Employer shall notify the member no later than the second pay period in November, if the budget will or will not allow for such request.

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

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

17.8. Deviation Pay, if an employee's scheduled work hours on a scheduled work day are changed by more than three (3) hours, the employee will be paid at time and one-half the employee's regular hourly rate for each hour worked outside of the regular scheduled shift, except in the following cases:

A. Where the change is made at the employee's request or with the employee's consent.

B. Where the change is a result of a shift change of one week or more.

C. Where the change is a result of an employee being assigned to restricted duty.

D. Where the employee is sent to a school conducted by an outside agency and the school is more than a 10-hour duration in a single work day.

E. Where the change is a result of department-wide training.

ARTICLE 18-SHIFT BIDDING

18.1. Shift Bidding All dispatcher shift assignments (with days off) shall be posted quarterly, from February 15 through February 28, May 15 through May 30, August 15 through August 30

and November 15 through November 30 for assignments opening April 1, July 1, October 1 and January 1, respectively. The new shift assignment shall be effective the first full pay period following the opening date. Shift assignments shall be filled on a seniority basis. The member with the highest seniority will have the first choice of shift assignment. This process will be followed in order of highest in seniority to lowest in seniority, until all members have selected a shift assignment.

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

ARTICLE 19-TRADING OF TIME

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

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

ARTICLE 20-COMPENSATION

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

	% Increase	Step 1	Step 2	Step 3	Step 4
1/1/2016	2.5%				
Hourly		$ 19.02	$ 21.75	$ 24.50	$ 27.44
Bi-Weekly		$ 1,521.92	$ 1,740.04	$ 1,959.80	$ 2,195.14
Annual		$ 39,569.92	$ 45,241.04	$ 50,954.80	$ 57,073.64
1/1/2017	2.5%				
Hourly		$ 19.50	$ 22.29	$ 25.11	$ 28.13
Bi-Weekly		$ 1,559.97	$ 1,783.54	$ 2,008.80	$ 2,250.02
Annual		$ 40,559.17	$ 46,372.07	$ 52,228.67	$ 58,500.48
1/1/2018	2.5%				
Hourly		$ 19.99	$ 22.85	$ 25.74	$ 28.83
Bi-Weekly		$ 1,598.97	$ 1,828.13	$ 2,059.01	$ 2,306.27
Annual		$ 41,573.15	$ 47,531.37	$ 53,534.39	$ 59,962.99

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

A. Step 1 shall be the minimum rate and shall be the hiring rate for the class.

B. Any employee hired after January 1, 2007, becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following satisfactory completion of twelve (12) months 0f continuous service in his or her class at Step 1.

C. An employee becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following satisfactory completion of one (1) year of continuous service in his or her class at Step 2.

D. An employee becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following satisfactory completion of one (1) year of continuous service in his or her class at Step 3.

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

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

20.4. Annual Service Credit. Employees shall receive, in addition to other pay called for herein, an Annual Service Credit payment based on completed years of service according to the following table:

Service	Base
5 through 9 years	$925
10 through 14 years	$1,150
15 through 19 years	$1,375
20 or more years	$1,575

Payment of Service Credit shall be made in a lump sum, in a separate check, and will accompany the second regular paycheck in November of each calendar year. Payment shall be based upon completed years of active service as a full-time dispatcher in the Gahanna Police Department as of the date of payment.

The Annual Service Credit will be included in the calculation of the regular rate for overtime pay. The Base amount will be divided by 2,080 to reflect the increase in the hourly rate. The increase in the hourly rate will be multiplied by (.5), and then multiplied by the number of hours in excess of 40 worked in each work week by the employee. A lump sum check reflecting this additional overtime will be issued with the second regular paycheck in January of the following year.

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

20.5 Shift Differential Pay

A. The shift differential rate shall be as follows for any time worked during the sixteen hours a day comprising second and third shifts, excluding hours in paid status while on approved vacation, sick leave, compensatory time, and off-duty court time hours.

Effective	Shift Differential Rate Per Hour
January 1, 2016	$1.10
January 1, 2017	$1.20
January 1, 2018	$1.20

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. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, except as stated in paragraph A. If authorized overtime occurs in conjunction with an eight (8) hour workday during the time period specified in paragraph A above for which shift differential would be paid, the shift differential shall be paid for each hour of overtime worked.

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

20.6. Lead Dispatcher Pay.

A. The Dispatcher assigned to a Lead Dispatcher position with TAC Officer duties will receive an additional $2.00 per hour in base pay. When the Lead Dispatcher's scheduled hours are changed, specifically for performing duties as a Lead Dispatcher or TAC-related duties, it will not trigger additional compensation under Article 17, Section 8, or any other Article of this Agreement. The Lead Dispatcher shall be the TAC Officer.

B. Whenever the Lead Dispatcher duties are to be reassigned, the department will post a notice for five (5) days to give employees an opportunity to express interest in the assignment. The assignment will be based on qualifications, experience, and past job performance. Should the position not be filled by the administration internally, the position will be filled utilizing the City's Civil Service process.

20.7. Second Language Proficiency Stipend Any member who becomes proficient, or is hired with proficiency, in one of the languages listed below will receive a seventy-five dollars ($75.00) per month stipend. The stipend will be paid in the second paycheck of each month:

Hindi, Spanish, Arabic, Somali, Russian, Mandarin Chinese & Farsi

The Department may add additional languages. The FOP/OLC or any member may make a request in writing to the Chief of Police for adding additional languages. The final decision on whether to add a language rests in the sole discretion of the Chief.

To be entitled to the stipend, a member must demonstrate proficiency annually in one of the covered languages by passing a standardized examination to be determined by the Chief and the Director of Human Resources.

ARTICLE 21-RATES FOR EMPLOYEES FOLLOWING CERTAIN PERSONNEL ACTIONS

21.1. Recall From Layoff.

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

B. A member who is recalled shall suffer no loss of seniority for the time during which the member was laid off, which time shall not constitute a break in service.

21.2. Reinstatement From Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 22-INSURANCE

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

Effective Date	Preferred Provider Plan	
	Single	Family
1/1/ 16	15% ,10%,6%	15%,10%,6%
1/1/ 17	15%, 10%, 6%	15%, 10%, 6%
1/1/ 18	15%, 10%, 6%	15%, 10%, 6%

Employees and their spouses shall have the option of participating in the City's wellness program. Participation shall be defined the employee and spouse completing the following in the timeframe specified by Human Resources:

A. The annual Health Risk Assessment;

B. Completion of the annual biometrics screening, which includes a screening of employee and spouse for the presence of nicotine. Test results of 2.0ng/ml or higher

for nicotine or a level of cotinine at 20.0ng/ml shall constitute a positive result.

C. Signing the annual participation agreement.

D. Employee participating in an educational activity (to include attendance of the annual City Health Fair, attending an Open Enrollment Session or the viewing of two wellness webinars as approved by the City's Human Resources Department).

If a participant is unable to meet the negative nicotine/cotinine level requirement for a reward under this wellness program, the participant could qualify for an opportunity to earn the same rewards by different means. Information will be provided by Human Resources annually.

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

Employee Only Coverage

15%: Employee does not participate in the wellness program

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

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

Family Coverage

15%: Neither employee nor the covered spouse participates in the wellness program; OR Employee participates in the wellness program and tests positive for nicotine, but the covered spouse does not participate in the wellness program

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

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

New Hires

Employees hired after July 1 in a calendar year shall not participate in the program for that calendar year and shall contribute six percent (6%) to the monthly premium for single and/or family coverage for the calendar year. Thereafter, contributions shall be as defined above.

Except for the biometric presentation for nicotine and/or cotinine as identified in this section, participation in the program does not include any requirements that the employee and/or spouses reach any goals, measure or scores under the program. Nicotine and Cotinine positive results impact on premiums will be effective January of the following calendar year.

Single coverage in this article refers to coverage for an employee only. Family coverage

refers to coverage for an employee and either/or both spouse and child(ren).

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

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

There will be an annual $2000 combined cap for the following categories: generic, Brand Preferred and Brand Non-Preferred. In order for any non-generic purchase to be covered by the cap, the member must provide a pharmacist's verification that there is no generic equivalent drug available. All costs of the employee, his or her spouse, and dependents for drugs in these three categories shall be combined and applied against the annual $2,000.00 cap. Upon reaching the cap, there shall be no charge for such drugs.

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

22.3. Dental Insurance. The City will continue to provide, at no cost to the employee or his or her family, a fully paid dental insurance plan at least equivalent to that which was in effect on December 31, 2012.

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

22.5. Cost Containment. If premium rates increase during the life of this Agreement by more than 8%, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The employees recognize the right of the City to secure alternate insurance carriers and to modify insurance coverage so as to continue to provide equivalent or better benefits, which measures may be used to maintain or lessen premium costs.

In the event that the Central Ohio Health Care Consortium Plan is no longer available after 2016, or in the event that the cost increases by 25% or more, including any special assessments, then the parties will meet to bargain over possible replacement coverage.

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

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

22.7. Waiver of Coverage. Employees who waive comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug shall be paid an annual amount of $1,000.00. Employees who waive for his or her spouse comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug in favor of single coverage shall be paid an annual amount of $500.00. Employees may elect such waiver(s) annually at the time of enrollment. Employees shall be paid one-half (1/2) of their waiver(s) amount due by July 1 of the year waived and the remaining one-half (1/2) shall be paid by December 31 of the same year. Employees waiving coverage shall provide proof of coverage for such person waived.

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

ARTICLE 23-HOLIDAYS

23.1. Holiday Leave Pay. Holiday Leave Pay for all employees will be disbursed as follows:

	Total	Bi-Annual Distribution
2016	128	64
2017	107	53.5
2018	107	53.5

Hours of pay or time will be distributed bi-annually in a current member's second paycheck in January and in a current member's second paycheck in July. A member may elect to have up to half the hours distributed in January with the remaining balance distributed in July.

In 2016, Holiday Pay may be taken as either pay, compensatory time or a combination of both, as directed by the member. However, at no time may the member's compensatory bank exceed One hundred eighty (180) hours. In 2017 and 2018, Holiday Pay may be taken as either pay, personal leave or a combination of both, as directed by the member.

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

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

All new hires or terminations will be prorated based on holidays remaining in the year. If an employee separates from the City, regardless of the reason, the time left in that calendar year for unpaid holiday pay shall be reimbursed to the City. This reimbursement will be made through a deduction in the final paycheck received by the member. Any monies due the City will be paid

first before any voluntary deductions. If a member joins the Division, the amount of holiday time in hours left in the calendar year shall be offered to the new member using the same option as in Section 23.1. For either termination or new hires, the hours will be prorated based on the 'Hours In Bank' schedule detailed below.

23.2 Schedules and Amounts.

2016 Holiday Schedule

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

2017 and 2018 Holiday Schedule

Hours in Bank	Holiday	Overtime Rate
10.7	New Year's Day	2 ½ times
10.7	Martin Luther King Day (3rd Monday in Jan.)	2 times
10.7	Easter Day	2 ½ times
10.7	Memorial Day (Last Monday in May)	2 ½ times
10.7	Independence Day (July 4th)	2 ½ times
10.7	Labor Day (1st Monday in September)	2 ½ times
10.7	Veteran's Day (November 11th)	2 times
10.7	Thanksgiving (4th Thursday in November)	2 ½ times
10.7	Christmas Eve (December 24)	2 ½ times
10.7	Christmas Day (December 25th)	2 ½ times
107	**Total Hours**	

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

23.3. Additional Holidays. In the event that any additional holiday is established under federal or state law and is also adopted by the Gahanna City Council or is granted by the Mayor to all other

City employees, then a corresponding additional eight (8) hours of compensation will be awarded employees under this Article.

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

ARTICLE 24-VACATION AND PERSONAL LEAVE

24.1. Vacation and Personal Leave Year. The vacation and personal leave year for employees shall end at midnight on December 31 of each year.

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

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

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

24.4. Vacation Carry Over. An employee may carry over into the following year two times his or her-total annual vacation accrual hours, subject to a maximum of three hundred (300) hours of vacation carry-over.

24.5 Personal Leave. Effective January 1, 2017, employees will have a personal leave account. Hours will be added if the employee choses to receive holiday pay as personal leave and from the accrual listed in 24.6. Employees may request to use personal leave for absence due to personal reasons, such as family emergencies, unusual family obligations, weddings, religious holidays or any other matter of a personal nature. Personal leave may not be used on a holiday and/or special event when an employee is scheduled to work.

24.6. Personal Leave Accrual. Effective January 1, 2017, an employee in full-time status will accrue .615 hours of personal time per pay period.

24.7. Personal Leave Carryover. An employee may carry over into the following year up to a maximum of sixty-four (64) personal leave hours.

24.8. Vacation and Personal Leave - Additional Considerations.

A. At the end of each year, an employee in full-time status shall be paid for any vacation or personal leave balances in excess of the maximum fixed by this Article provided that the member gives notice to the City by October 1 of his or her request for the payment. The payment is subject to the Chief's approval and can be denied if there are not sufficient funds in the Division's overtime budget to fund the payment. If the payment is denied, the member can carry over any vacation or personal leave balance in excess of the maximums for use by June 30 of the next year.

B. An employee in full-time status who is to be separated from the City service through removal, resignation, retirement or layoff and who has unused vacation or personal leave to his or her credit, shall be paid in a lump sum for such unused vacation or personal leave in lieu of granting such employee leave after his or her last-day of active service with the City. However, in the case where an employee is removed by the City, no compensation will be given for the period of time in which the employee's conduct is proven to have caused the removal.

C. When an employee dies while in paid status in the City service, any unused vacation or personal leave to his/her credit shall be paid in a lump sum as provided in Ohio Revised Code Section 2113.04.

D. All vacation or personal 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 or personal leaves may be taken in multiples of one half (1/2) hour

ARTICLE 25-UNIFORMS, EQUIPMENT AND ALLOWANCES

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

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

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

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

25.5 List of Uniforms and Equipment.

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

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

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

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

ARTICLE 26-PERSONAL EXPENSES

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

A. Any employee, whenever authorized by the Chief of Police, Mayor or Safety Director to engage in or upon official daily business for/or on behalf of the City, will be reimbursed for all expenses incurred subject to limitations by policy. Such employee shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires

B. This reimbursement for any expenses shall include, but not be limited to, the pay for the use of personal vehicles at the rate allowed by I.R.S. per mile. A member may not use his or her personal vehicle on City business unless approved by the Chief or designee.

C. Any employee may request prepayment of any expenses. Such request shall be submitted for authorization by the Mayor or Safety Director and submitted to the Director of Finance for approval with such properly executed supportive documents, as the Director requires. Such prepayment shall be accounted for to the Director within thirty (30) days following the expenditure.

D. All reimbursement for travel expenses, including meals, is subject to the maximum amounts stated and other provisions outlined in the City of Gahanna travel policy.

ARTICLE 27-EDUCATIONAL INCENTIVES

27.1 Reimbursement Program. Each employee , with a minimum of one year of continuous service shall be eligible for a reimbursement of tuition, course fees and lab fees in courses of

instruction taken towards an associate's and/or a bachelor's degree at an accredited college or university. The rate of reimbursement shall be one hundred percent (100%), provided that a grade C or better is attained in a course subject to a maximum limit of $2,000 per employee per calendar year.

A. All courses must be taken during other than scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or his or her designee and with the Department of Human Resources. All scheduled times of courses must be approved by the Appointing Authority. Any situation which, in the discretion of the Appointing Authority, would require an employee's presence on the job, shall take complete and final precedence over any times scheduled for courses. This $2,000 amount is calculated based upon the dates checks are issued to the employee from the City. Employees must submit the grade and appropriate documentation displaying the cost of the course within 60 days of the course completion. Upon receipt of proper documentation, the City will issue this check within two weeks of the date received.

B. Any financial assistance from any governmental or private agency available to a employee, 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 employee is eligible for under this Section. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the City.

C. 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.

D. Employees must obtain their purchase orders from the Human Resources Department prior to the first day of class. Reimbursements for courses will only occur after all items required are submitted to Human Resources. Human Resources will then process the purchase order for reimbursement. This same requirement applies when reimbursement is being made directly to the school.

E. Should an employee resign from the Division of Police within 12 months of receipt of any tuition reimbursement hereunder, the employee shall reimburse the City 50% of all tuition reimbursement he or she received within the 12-month period prior to separation from service. The obligation for an employee to reimburse the City does not apply to courses of study that began before January 1, 2013. If an employee resigns to begin receipt of disability retirement, such benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor.

ARTICLE 28-MISCELLANEOUS ECONOMIC

28.1. Termination During the Probationary Period. Employees shall be given sufficient time to demonstrate their abilities and may be terminated without cause during the initial one year probationary period as a Radio Dispatcher. At least once during each six (6) months of the initial probationary period, the Chief (or designee) shall inform the employee as to his or her progress

and advise him/her as to how he/she can improve his/her work performance.

28.2 Employee Wellness Tools Incentive Program. Each employee and spouse covered by the group medical insurance program described in Article 22 will be entitled to up to a maximum of four hundred dollars($400) combined each year as reimbursement for payment for certain wellness-related expenses for the employee as set forth in the City Employee Wellness Tools Incentive Program. Wellness-related expenses covered by the program are detailed in the written Program Summary, a copy of which will be given to all employees.

All services, programs, or items for which an employee seeks reimbursement or payment under the Employee Wellness Tools Incentive Program must have been obtained and completed on or before the employee's last day of paid, active employment with the City. Also, reimbursement or payments under this program can only be made during the same calendar year in which the related services, programs, or items were obtained. Therefore, in order to receive any reimbursement or payment under this program, the services, programs, or items must be completed or obtained by December 31 and the request for reimbursement or payment must be submitted to the City by the first Friday in the following January. Employees will not be reimbursed all or any portion of a payment for services, programs, or items not obtained or completed by December 31 and not submitted to the City for reimbursement on or before the first Friday in the following January. All reimbursements and payments under this program are subject to applicable federal, state, and local taxes.

28.3 Physical Fitness Incentive. As an alternative to the Employee Wellness Tools Incentive Program referenced above, any employee covered by this Agreement may qualify each calendar year of this Agreement for a lump-sum payment (which shall not become part of their wage base) of four hundred dollars ($400.00) by complying with the requirements of the Physical Fitness Incentive Payment Provision which is attached hereto and incorporated herein by reference as Addendum A. To be eligible to receive this payment, the employee must give notice to the Finance Director before December 1 of the year for which payment will be requested. All payments under this section are subject to applicable federal, state and local taxes.

28.4 Training Pay. Employees who are assigned to conduct new hire training shall receive $1.25 per hour for each hour of training conducted.

ARTICLE 29-SICK LEAVE

29.1. Sick Leave Entitlement. Each employee shall be entitled to sick leave with pay as established in Section 29.2 of this Article. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of thirty (30) minutes for each one-half hour of absence from previously scheduled work.

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

29.2 Sick Leave Accumulation. Employees shall accumulate sick leave at the following rates:

Years of Service	Sick leave hours
0-5 years	120 hours per year (15 days)
6-10 years	130 hours per year (16 days)
11-15 years	140 hours per year (17 days)
16 or more years	150 hours per year (18 days)

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

A. Sickness of the employee.

B. Injury to the employee, except where injury leave may apply.

C. Medical, dental or optical consultation or treatment of the employee, providing the person rendering such treatment is licensed to practice his or her profession by the State of Ohio.

D. Sickness or injury of a member of the employee's immediate family, whether or not the convalescence occurs in the employee's household.

E. For the purpose of interpreting this Section of the Agreement, any period of disability due to pregnancy shall be considered to be sickness entitled to the same benefits as any other form of sick leave.

F. In the event of quarantine because of contagious disease, or because of known contact with such disease, the Chief of Police shall require a doctor's certificate before paying any employee sick leave under the provisions of this Subsection F.

An employee who is absent without leave for a period of three (3) work days is considered to have resigned; however, such resignation may be rescinded at the discretion of the Safety Director or Mayor within thirty (30) calendar days of the date the employee became absent.

A doctor's Certificate may be required by the Chief of Police for any absence permitted by this Section of the Agreement, and shall be required for all absences of more than five (5) work days.

Sick leave may, at the discretion of the employee, be charged to vacation leave, but the time taken will be considered use of sick leave for purposes of Section 29.4 below.

Any period to be charged to sick leave shall be in increments of not less than one-half (1/2) hour.

29.4. Sick Leave Controls. The City recognizes that legitimate illness can cause absence from work. However, where the use of sick leave is excessive or shows a pattern of use causing suspicion of above, 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.

29.5. Cash Payment for Sick Leave Credit. Employees shall, at the time of their retirement or

resignation in good standing, receive payment based on the employee's rate of pay at retirement or resignation for 50% of the accumulated sick leave up to a maximum of 1,200 sick leave hours. After 1200 hours, payment shall be at 25% of the remaining accumulated sick leave. Payment under this Section shall be as provided in Ohio Revised Code Section 2113.04. All severance pay shall be paid at the employee's current rate of pay. In the event an employee dies as a direct result of injury sustained in the course of his or her employment, payment shall be made on a day-for-day basis for his or her unused sick leave as provided in Ohio Revised Code Section 2113.04.

29.6. Duty Injury Leave. Employees shall be allowed injury leave with pay for each service connected injury (hereinafter "Duty Injury Leave"), provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury but under unusual conditions, no later than twenty-four (24) hours. In the absence of the employee's immediate supervisor, the injury may be reported to any management person within the Department. The Chief and Human Resources Department shall approve Duty Injury Leave for employees who qualify for such under the terms herein. A report of the cause of all injuries signed by the employee, immediate supervisor, the division and department heads, shall be submitted to the Human Resources Department within two (2) days of the date of the injury, on forms designed and furnished by the City. The Safety Director or designee may arrange to have the injured person examined by a qualified physician other than the employee's own personal physician and if, in the judgment of the Safety Director, the injury was sustained while on duty with the City of Gahanna Police Department and prevents the employee from working, the member shall be continued on the payroll and be paid for a period not to exceed six (6) calendar months; additional increments of thirty (30) days may be granted by the Safety Director.

A report made by the physician designated by the City, if applicable, shall be filed in the employee's personnel record within three (3) months. If the physician designated by the City is of the opinion that the employee is capable of performing his or her regular duties, the employee shall be informed by the Safety Director to return to work on the first regular assigned work day following the physician's report to the Safety Director. If the physician recommends that the employee be granted light duties for a period of time, the employee shall be so notified, and may, at the City's discretion, be recalled to work and given whatever light work is available for as long as necessary in the judgment of the physician. If the employee is not recalled for light duty work, duty injury leave shall continue per the conditions herein. If the employee is injured to the extent that he or 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 or her in the municipal service, the Department Head, to whom he or she will be assigned upon his return, will submit a statement of his or her new duties to the Civil Service Commission, and the Commission, after due investigation, will classify the job and recommend a pay range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured employee elects to return to work, and suitable work is available for him or her, he or she shall be employed in the new classification, and at the appropriate rate within the range for that class. When able to resume his or her former duties, he or she shall be restored to his or her previous job at the step at which he or she was paid when the injury occurred. This provision does not require the City to create work, otherwise provide work, or create a job where none exists.

If the employee disagrees with the determination of the City-appointed physician or other appropriate licensed practitioner, the employee may submit an examination report from a licensed practitioner of his or her choice. If the opinion and conclusions of the City-appointed and

employee-retained practitioners differ, the employee shall submit to an examination by a practitioner mutually appointed by the City and the employee within thirty (30) days of the member's submission from the licensed practitioner of his or her choice. Such examination shall be paid by the City. The opinion and conclusion of the third practitioner shall be binding for purposes of duty injury leave entitlement.

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

29.7. Temporary Total Benefits. To be entitled to duty injury leave, members who are injured while on duty shall file for workers' compensation benefits according to the workers' compensation law and regulations. Such filing may include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. As a condition to receiving duty injury leave, should the member receive any temporary total compensation, they must submit the entire amount to the City to which the employee is entitled under workers' compensation for the period the employee is receiving benefits, in compensation, from the City. The requirement for reimbursement by the employee of temporary total compensation will cease at the time the City ceases duty injury leave payments. The City shall continue the employee's full salary during the duty injury leave. In the event the City elects to have the employee apply for Temporary Total Disability (TTD) benefits, the employee will be required to reimburse the City for all TTD benefits received for any period of duty injury leave.

Should the employee receive Duty Injury Leave, and one of the following occurs: the employee is determined to be ineligible for temporary total benefits under Bureau of Workers' Compensation guidelines, the employee is determined by a physician to have reached Maximum Medical Improvement, or a physician determines the employee is able to return to regular duty or light duty that the City offers, the duty injury leave received under this Article will be terminated subject to the duty injury leave being reinstated and the employee reimbursed upon being found eligible by the Bureau or upon being eligible under the Bureau of Workers' Compensation Guidelines for temporary total benefits and/or upon the review and determination of another physician per the physician review process set out in section 29.6 above. Any further wages will be allocated to sick leave and/or other accrued leave should the employee continue to stay off work.

29.9. Special Major Medical Leave. For all employees with ten (10) or more years of service, a period of nine (9) months at one-half pay will be provided for special major Medical leave. "Major Medical" shall be defined as any debilitating physical disease (such as cancer and heart disease) or injury that requires a lengthy confinement or convalescence. Major Medical leave may be used only after all accrued paid leave has been exhausted. The City will require verification from a physician to substantiate the need for this leave. Employees who receive Special Major Medical Leave benefits cannot receive and retain Workers' Compensation temporary total disability benefits for the same period of time, arising out of the same injury.

29.10. Definitions. For purposes of use of sick leave described above and funeral leave covered in Article 31 section 31.5, immediate family consists of spouse, son ,daughter, foster child, brother, sister, parent, grandparent, brother-in-law, sister-in -law, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother ,stepson, stepdaughter,

half-brother, half-sister, grandchild, and grandparent-in-law, except as may be expanded or limited by specific language in either Article.

ARTICLE 30-FAMILY AND MEDICAL LEAVE

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

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

ARTICLE 31-SPECIAL LEAVES

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

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

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

31. 4. Military Leave.

A. Paid Leave. Employees who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay in addition to vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed one hundred and seventy-six (176) hours during each calendar year. When the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that an emergency exists, then the employee, if ordered to active duty for the purposes of that emergency shall be paid pursuant to this Section for the period, or periods, of that emergency, whether or not consecutive. An employee shall be paid his or her regular salary for the period of time so served less whatever amount such employee may receive as his or her military base pay. Employees on military leave must provide documentation to the Department of Human Resources showing their base rate

of pay with the military. This documentation must be provided before or at the start of leave and within thirty (30) days after any subsequent change in their base salary. Initial notice of subsequent pay change may be by e-mail with subsequent confirming documentation to include the new rate and effective date of the change. If an employee fails to provide the required notice and documentation and is overpaid by the City as a result, the overpayment will be deducted from the employee's next paycheck(s).

B. Leave Without Pay. An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Employees in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible employee shall lose rank, grade, or seniority enjoyed at the time of his or her enlistment, induction or call into the active service (other than for military training level), of the Armed Forces for the United States of America or any branch thereof, except that a provisional employee at the time of entering active military service shall not be entitled to restoration to his or her position if an eligible list from which appointment to such positions may be made has been established prior to his or her application for restoration to such position.

2. Any employee who has entered the service as stated above, upon his or her Honorable Discharge from the service and establishment of the fact that his or her physical and mental condition has not been impaired to the extent of rendering him or her incompetent to perform the duties of the position, shall be returned to the position held immediately prior to his or her enlistment or induction into the service or to a position of equal rank and grade. Such employee must request restoration to his or her position. Nothing contained in this paragraph "B" shall obligate the City to pay an employee who is on military leave of absence.

3. Any employee serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise his or her restoration rights within the prescribed time.

4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include the Army, Air Force, Navy, Marines, and Coast Guard.

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

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

7. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

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

31.5. Funeral Leave. Employees shall be entitled to three (3) consecutive work days, including the day of the funeral, and may be granted two (2) additional work days with pay at his or her regular straight hourly rate, for funeral leave for a death in the immediate family with written approval from the Chief of Police. In the event of need for time off to attend the funeral of an aunt, uncle, niece or nephew, an employee may use any accumulated paid vacation, compensatory or personal leave and if the employee does not have adequate advance notice of the need for the time off, then the normally-required advance notice to the City for using vacation, compensatory or personal leave will be waived.

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

ARTICLE 32-SUBSTANCE ABUSE & DRUG TESTING

32.1. Mutual Goal. The City and the FOP/OLC agree that it is their mutual goal to maintain a drug-free and alcohol-free workplace.

32.2. Definitions.

A. "Illegal Drugs" means any substance identified as an illegal controlled substance under federal or Ohio law that is not being used legally under the supervision of a licensed physician.

B. "Abuse of Prescription Drugs" means (i) to intentionally use a prescribed drug contrary to the instructions of the licensed physician who prescribed it or the instructions that accompany the drug in, the absence of physician's instructions, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing physician.

C. "Misuse of Alcohol" means to consume any form of alcohol in violation of this Article.

D. "Reasonable Suspicion" means an articulated belief based on particularized information or observations and reasonable inferences from such particularized information or observations, which would suggest that a member may be in violation of this Article.

E. "Refuse to Cooperate" means (i) to obstruct the specimen collection process, including by use of a "masking agent," (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide breath, blood, hair fiber and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

F. A "positive test" in the case of alcohol means an alcohol concentration of.04 or more grams per 210L of breath.

32.3. 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.

32.4. 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 in 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 FOP/OLC has no role or responsibility with regard to any such pre-employment testing.

32.5. 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.

32.6. 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 FOP/OLC 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 FOP/OLC 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 ininitial 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 FOP/OLC, 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 32.7, below.

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

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

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

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

32.7. 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 or 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 FOP/OLC and City.

32.8. 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.

32.9. 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.

32.10. 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 32.8. 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 32.12, 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.

32.11. 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.

32.12. 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 32. 10 (A-E). All such information shall also be available to the FOP/OLC 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 32.10. A member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance (except for failure to fulfill obligations under Section 32.10 of this Agreement).

32.13. Duty Assignment After Treatment. Once a member successfully completes rehabilitation, he/she shall be returned to his or her regular duty assignment, provided (1) the member is then in compliance with Section 32. 8 or 32.10, 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).

32.14. 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 32.8. At the conclusion of this six (6) year period or any extension of such six (6) 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 (5) years from the date of the incident directly to 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 32.8 except that if a record of disciplinary suspension is retained for a longer period as authorized by Section 11.4 of the Agreement, then the related drug or alcohol test records may be retained for as long as the record of suspension.

32.15. 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.

32.16 Changes in Illegal Drugs. The parties agree that, if a current illegal drug becomes legalized, the parties will meet and discuss any modifications to prohibitions and the drug and alcohol testing listed in this article.

32.17. 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 32.3 of this Article, City representatives may require an inspection for evidence of such a violation of this Article. Whenever possible, the member and a FOP/OLC 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.

32.18. 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 report the reasonable suspicion. The person so notified or his or her designee will investigate and/or pursue the allegation.

32.19. 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 33-DURATION OF AGREEMENT

33.1. Duration. This Agreement shall be, subject to council ratification, effective as of the first pay period after January 1, 2016 and shall remain in effect through December 31, 2018 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of any such period, notifies the other party, by a method approved by the State Employment Relations Board of its intention to terminate this Agreement.

33.2. 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 Agreement.

Signed and dated at Gahanna, Ohio this 16 day of September, 2016.

FOR THE CITY OF GAHANNA:

FOR THE FOP/OLC

Approved as to Form:

ADDENDUM A-PHYSICAL FITNESS INCENTIVE STANDARDS

The test will consist of three phases: pushups, sit-ups, and ¼ mile run. The test shall be performed in the following manner:

PUSHUPS

Place your hands on the ground, wherever comfortable, approximately shoulder width apart. Your feet may be together, or up to 12 inches apart. Your body should be in a straight line from the shoulders to the ankles, and must remain that way throughout the exercise. On the mark of "go," lower your body by bending your elbows until your upper arms are parallel to the ground, then return to the starting position by straightening your upper arms until fully extended. That will be one complete repetition. You may rest in the up position only. Participants will have two minutes to perform the required number of repetitions as indicated below:

Age	**22-26**	**27-31**	**32-36**	**37-41**	**42-46**	**47-51**	**52+**
Male	40	38	33	32	26	22	16
Female	16	15	14	13	12	10	9

SIT-UPS

Lie on your back with your knees bent at a 90-degree angle, and your heels on the mat or ground. Your feet may be together or apart, but the heels must stay in contact with the mat or ground. Another person will hold your feet with the hands only. One of the following two methods shall be used to complete this portion of the test:

Method 1:
With your fingers interlocked behind your head, assume the starting position by touching your hands to the ground or mat. Your arms and elbows need not touch the ground. On the mark of "go", begin by raising your upper body forward to, or beyond, the vertical position. The vertical position means the base of your neck is above the base of your spine. The buttocks must remain in contact with the ground during the entire exercise. After reaching the vertical position, lower your upper body until the bottom portion of your shoulder blades touch the ground. This is one repetition.

Method 2:
Cross your forearms in front of your chest, placing your fingers on your shoulders. Your fingers must stay in this position throughout the event. The arms must remain folded and in contact with the chest or rib cage and are not permitted to be thrust out in front of the body during the exercise in order to shorten the distance to the thighs. The buttocks must remain in contact with the ground during the entire exercise. On the mark of "go," lift your upper body by bending at the waist. Touch your elbows to your knees and lower your upper body until the bottom portion of your shoulder blades touch the ground. This is one repetition.

Whichever method you choose must be used throughout the test. You may only rest in the up position (both methods). Participants will have two minutes to perform the required number of repetitions listed below.

Age	22-26	27-31	32-36	37-41	42-46	47-51	52+
Male	47	42	38	33	29	27	26
Female	45	0	35	30	27	24	22

ONE-FOURTH (¼) MILE RUN

The run must be completed without any help. At the start, you will line up behind the starting line. On the mark of "go", you will begin running at your own pace. All participants will have two minutes to complete the run.