

Heinz von Eckartsberg, Chief of Police

Date: _____

GENERAL ORDER 22
COMPENSATION, BENEFITS, AND CONDITIONS OF WORK
EFFECTIVE DATE: May 22, 2012
SUMMARY OF REVISIONS: 22.3.5 F

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PURPOSE: The purpose of this section of the agency's General Orders is to define the responsibilities and authority for the Chief of Police and the City's Administration with respect to compensation, benefits and conditions of work for members of the police division. This section also provides a guideline for those issues related to compensation, benefits and conditions of work that are governed by collective bargaining.

22.1 COMPENSATION

22.1.1 AGENCY SALARY PROGRAM

A. The **entry-level salary for the sworn members** and communications technicians employed by this agency shall be determined by agreement(s) entered into between the City of Dublin and the bargaining units.

- The entry-level salary for employees who are not bargaining unit members shall be determined on a case-by-case basis through individual agreements between the employee and the City's Human Resources Division and based upon the City's compensation plan.

B. **Salary differential within** the sworn ranks of the bargaining unit(s) shall be determined by agreement(s) entered into between the City of Dublin and the bargaining unit(s).

- Salary differential within ranks for employees who are not bargaining unit members shall be determined on a case-by-case basis through merit increases based upon performance and upon the City's compensation plan.

C. **Salary differential between** the sworn rank(s) of the bargaining unit(s) shall be determined by agreement(s) entered into between the City of Dublin and the bargaining unit(s).

- Salary differential between ranks for employees who are not bargaining unit members shall be determined on a case-by-case basis through merit increases based upon performance and upon the City's compensation plan.

D. **Salary levels for those with special skills** shall be by agreement(s) entered into between the City of Dublin and the bargaining unit(s) and shall be subject to negotiation.

- Salary levels for members of the agency who have special skills and who are not bargaining unit members shall be determined on a case-by-case basis by mutual agreement between the employee and the City's Human Resources Division and upon the City's compensation plan.

E. **Compensatory time policy** for employees who are members of a bargaining unit shall be governed by agreement(s) of the bargaining units with the City of Dublin and in accordance with provisions of the Fair Labor Standard Act.

- Compensatory time policy for employees who are not bargaining unit members shall be governed by the City of Dublin's compensation plan and in accordance with provisions of the Fair Labor Standard Act.

F. **Overtime policy** for employees who are members of a bargaining unit shall be governed by agreement(s) of the bargaining units with the City of Dublin.

- Overtime policy for employees who are not bargaining unit members shall be governed by the City of Dublin's compensation plan and in accordance with provisions of the Fair Labor Standard Act.

G. The agreement(s) reached between the employees and the City of Dublin may include provisions for various types of **salary augmentation**. (See FOP Lodge 9 and FOP/OLC agreements).

- The agreement(s) shall include the type(s) of salary augmentation, the amount in each case, and the period of time during which augmentation would be given.

22.2 BENEFITS

The benefits provided by the agency are described in the agreement(s) between the City of Dublin and the bargaining units, the Administrative Orders of the City of Dublin, Code of Personnel Practices and Procedures, and in such other articles and documents as are detailed in the standards to follow. In general, benefits for non-union civilian personnel are detailed in the Code of Personnel Practices and Procedures, benefits for sworn personnel are detailed in agreements between the City of Dublin and the officers, benefits for the Chief of Police are by agreement between the Chief of Police and the City Manager, and benefits for unionized personnel are detailed in agreements between the City of Dublin and the affected units. Benefits include, but may not be limited to, administrative leaves for jury duty, bereavement, temporary leaves of absence, military duty, training and education; holiday leave; sick leave; vacation leave; a retirement and disability program administered through the Public Employees Retirement System or the Police and Firemen's Disability and Pension Fund; health, medical, and dental insurance; life insurance; liability protection; clothing and other necessary equipment; and educational benefits. The Personnel Director of the City of Dublin maintains details and has information available to employees concerning all the various benefits available to each and every employee.

22.2.1 AGENCY LEAVE PROGRAMS

A. **Administrative leave** may be granted for an employee under conditions set forth in the Code of Personnel Practices and Procedures and as provided by agreement(s). While the general language of the leave provision is included in this General Order, the specific terms and conditions of each type of leave are listed in the Code of Personnel Practices and Procedures and in each agreement, which are listed as references.

Bereavement Leave

Bereavement leave shall be taken from an employee's sick leave bank and shall be allowed for the following reasons:

- Death of one or more of the employee's following family members: spouse, son, daughter, brother, sister, father, mother, legal guardian, person who stands in place of a mother or father, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, step-mother, step-father, step-brother, step-sister, step-son, step-daughter, half brother, half sister, or any other relative living in the employee's home.
- The death of other members of an employee's household, but only with the approval of the City Manager, or his/her designee, on a case-by-case basis, based upon the merits of each particular case.
- Sick leave utilized for bereavement as specified above shall normally be limited to three (3) days off. For services out of state, however, sick leave shall be extended to a total of five (5) days, if needed for this purpose. Additional days off may be allowed at the discretion of the City Manager or his/her designee.

Article 8.04 of Personnel Practices, Article 29.3 of FOP Agreement -- Bereavement Leave, Article 32.2 of FOP/OLC Agreement -- Bereavement Leave

Leave for Jury Duty

Leave with pay may be granted to employees serving in full-time permanent positions in order that they may serve required jury duty or if they are required by law to appear in a case resulting directly from the

discharge of their duties as City employees. In such cases, any witness or jury fees awarded by the court shall be signed over to the City by the employee.

Article 8.05(A) of Personnel Practices, Article 29.2 of FOP Agreement -- Jury Duty Leave, Article 32.2 of FOP/OLC Agreement -- Court Leave

Military Leave

Leave with pay may be granted to employees serving in full-time permanent positions who are members of military reserve or National Guard organizations in order that they might attend reserve or Guard duty. Such leave shall not be authorized as annual or sick leave and shall not normally exceed two (2) calendar weeks in a year. The City will supplement military reserve compensation up to the employee's normal scheduled compensation had he worked for the City during this period. This provision shall be exercised only if the employee produces official evidence of compensation earned from the reserve unit within one week of his return to work for the City and upon approval of the City Manager or his/her designee.

Article 8.05(B) of Personnel Practices, Article 29.4 of FOP Agreement -- Military Leave, Article 32.2 of FOP/OLC Agreement -- Military Reserve Leave

(Note: Under the provisions of the Uniformed Services Employment Rights Act of 1994, an employee must be granted leave for any period he/she is serving in military service and/or in military training. Once the leave-with-pay is exhausted, leave-without-pay must be granted to the employee. Furthermore, during the period of service, the employee is to continue to accrue benefits associated with service, e.g. vacation time, holiday pay, seniority, life insurance, etc. Details are available from the National Committee for the Employer Support of the Guard and Reserve or the Department of Labor, Veteran's Employment and Training Services.)

On-Duty Injury Leave

When a full-time permanent employee's absence from work is necessitated because of an illness or injury incurred while on the job with the City and said illness or injury is compensable under Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager, or his designee, for a period of time not to exceed 180 calendar days. Such leave may be granted by the City manager, or his designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the illness or injury. Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work-related illness or injury and is not compensable under Ohio Worker's Compensation Law. In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within three workdays of the incident giving rise to the illness/injury. Simultaneously with the request for injury leave, the employee shall make applications and actively prosecute a claim for lost wage benefits under Ohio Worker's Compensation Law. If the application for benefits is favorably considered, the City's obligation under the continued use of injury leave shall be the monetary difference between the employee's regular rate of pay and the benefits received under Worker's Compensation. It is the intent of the City to assure the employee of full pay while on injury leave, considering the lost wage benefits received from Worker's Compensation and the City in the aggregate.

Article 8.05(C) of Personnel Practices, Article 28.1 of FOP Agreement -- Injury Leave with Pay, Article 31.1 of FOP/OLC Agreement -- Injury Leave with Pay

Training Leave

Temporary leaves of absence with or without pay for training purposes or for other objectives related to the employee's work and performance may be granted by the City Manager for such periods as he may consider justifiable, within the limitations of the budget. The expense for employees who are required or requested to attend training schools, seminars, or other instructional or educational programs shall be paid by the Employer as follows:

- Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.
- Meals when not provided by tuition.
- The current rate for mileage, as determined by the IRS, when an employee is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, an employee will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed. All other travel shall be considered to be non-work-related and non-reimbursable. Bus, train, or airfare at tourist rate is provided for lengthy trips when travel is approved by the City Manager.

(Note: It is mandatory that sworn personnel take a city vehicle (marked or unmarked) to training as long as there is a car available. Other personnel must take a city vehicle (unmarked) to training if transportation is available. Mileage will not be paid unless travel by personal vehicle is pre-approved. Employees must check with the appropriate supervisor prior to taking a city vehicle.)

- Hotel or motel charges when lodging is not provided as a term of tuition payment.
- Hourly rates when schools or training are scheduled during regular working hours.
- All necessary tools and equipment required by the course of instruction.

Article 8.07 of Personnel Practices, Article 30.1 of FOP Agreement -- Training, Article 33.1 of FOP/OLC Agreement -- Training

Other Leave With Pay

Leave with pay may be granted by the City Manager, or his/her designee, for other good and sufficient reasons which are considered to be in the best interest of the City, but only in the event of extraordinary circumstances.

Article 8.05(D) of Personnel Practices, Article 29.1(B) of FOP Agreement -- Leave with Pay, Article 32.2(E) of FOP/OLC Agreement -- Leave with Pay - Other

Other Leave Without Pay

Leave without pay may be granted, upon the approval of the City Manager, if requested in writing by the employee. An employee on leave without pay shall not accrue sick leave or vacation benefits, and the employee will be required to pay group health premiums in total if he wishes such coverage continued. Failure of any employee to report promptly at the expiration of such leave of absence shall be considered as a resignation. Leave without pay may be granted for:

- **Personal Leave:** A leave without pay granted at the discretion of the City Manager for personal reasons not to exceed thirty (30) days without loss of seniority, if the employee can be spared. This may be extended only with the written approval of the City Manager, and must be submitted in writing a minimum of two weeks prior to the requested date of extension.

- **Extended Illness or Accident Leave** - A leave without pay granted to a permanent employee for a period not to exceed one (1) year without loss of seniority when such employee is physically unable to report for work because of illness or accident. The employee must promptly notify his supervisor of the necessity for said leave and he/she must supply certification from a qualified physician attesting to the necessity of such absence.

- **Maternity Leave** - A maternity leave without pay may be granted to a permanent employee without loss of seniority upon approval of the City Manager and recommendation of the Department Head involved. Extension of the leave may be granted for a period not to exceed one year, if the employee's physician states in writing that such an extension is needed for recuperative health reasons.

Article 8.06 of Personnel Practices, Article 29.1(A) of FOP Agreement -- Leave Without Pay, Article 32.1 of FOP/OLC Agreement -- Leave Without Pay

B. All employees serving in full-time or part-time permanent positions, with the exception of Police Officers, Corporals, Sergeants, and Police Communications Technicians, shall be entitled to paid time off (**holiday time**) on those holidays observed by the City as specified in the "Compensation Plan" adopted by City Council. Special provisions for personnel within the Police Officer & Sergeant bargaining units, and the Police Radio Communications Technicians classifications are respectively contained within the collective bargaining agreements with the City. Provisions for the other positions (Chief, Bureau Commanders, and Communications Supervisors) as well as the holidays observed by the City are enumerated in the city "Compensation Plan".

- Any Department Head who finds it necessary to do so may, with the approval of the City Manager, **direct some or all employees of his Department to report for work** on any of the holidays in effect. (The normal operations within the Division of Police dictate that any holiday which is observed on a law enforcement officer's (i.e.; Sergeant, Corporal or Police Officer), Communications Supervisor's or Police Radio Communication Technician's regularly scheduled workday, shall automatically be worked by said individual unless said individual is excused from work.) Provisions regarding scheduling, time off, compensation for work on an observed holiday, etc. are contained in the "Compensation Plan" for non-union personnel and, in the case of Police Officers, Corporals and Sergeants, and Police Radio Communications Technicians provisions are contained in the collective bargaining agreement between the City and those respective bargaining units.

- The following are designated as paid holidays for all employees:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Contract employees only)
- Martin Luther King Day (non-contract employees only)
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- In addition, employees are granted **personal days**. Each employee shall be entitled to four (4) days paid personal leave per calendar year with the exception that should an individual be appointed on or after November 1 of any given year under this Contract, said individual shall receive only one (1) day of personal leave. All personal leave must be used within the same calendar year in which it is allocated or said personal leave shall be forfeited. Personal leave shall be paid at the employee's straight time rate.

Article 8.02 of Personnel Practices, Article 24.1 of FOP Agreement -- Holidays, Article 25.1 of FOP Agreement -- Personal Leave; Article 27.1 of FOP/OLC Agreement -- Holidays, Article 28.1 of FOP/OLC Agreement - Personal Leave

C. All employees serving in Full-Time Permanent positions shall be entitled to **sick leave** with pay based upon the rate provided in the "Compensation Plan" adopted by City Council. Sick leave shall be allowed for the following reasons:

- Actual illness or disability of the **employee**;
- Actual illness or disability of one or more of the **employee's following family members**, requiring the employee's care and attendance: mother, father, spouse, son, daughter, step-son, step-daughter, legal guardian, or someone who stands in place of a parent;
- **Necessary appointments** with physicians or dentists;
- **Confinement to home** because of quarantine;
- **Death of one or more of the employee's following family members**: spouse, son, daughter, brother, sister, father, mother, legal guardian, person who stands in place of a mother or father, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, step-mother, step-father, step-brother, step-sister, step-son, step-daughter, half brother, half sister, aunt, uncle, or any other relative living in the employee's home.
- Sick leave may also be requested for **other members of an employee's household** and may be approved at the discretion of the City Manager, or his designee, on a case-by-case basis, based upon the merits of each particular case.
- Sick leave utilized for bereavement as specified above shall be **limited to three (3) days**; however, for services out of state, sick leave shall be extended to a total of five (5) days, if needed for this purpose. Additional days of sick leave may be allowed at the discretion of the City Manager or his designee.
- Members shall call in for sick leave **with as much notice as possible** (at least one hour before their scheduled duty time), unless the circumstances surrounding the absence make such reporting impossible. In those cases such report must be made as soon as possible. Sick leave for doctor or dentist appointments and bereavements must be requested forty-eight (48) hours in advance, except in emergency situations.
- **New employees** shall be granted at the date of their employment an "advance" of three (3) days sick leave. However, no additional sick leave will be allowed to accumulate until the end of the third month of employment.
- Absence from work due to a non-duty incurred illness or injury will be compensated for by use of sick leave provided the illness or injury was not attributed to the **intemperate use of alcoholic beverages**

or other controlled substances not used in accordance with a duly authorized prescription from the employee's physician.

- **In the case of pregnancy**, it shall be the policy of the City to allow the pregnant employee to continue working so long as she is physically capable to do so with the approval of her physician and supervisor. "Physically Capable" shall mean the ability to satisfactorily perform the normal job duties of the position to which the employee is assigned as determined by the employer. If deemed necessary by the supervisor, the employee must provide certification from a doctor of her choice that continued employment will not be detrimental to the employee's health.

- In the event an employee requests sick leave **for a period of longer than two (2) consecutive days**, or for the day immediately preceding or following a holiday, other leave, or regularly scheduled day off, he/she may be required by his/her supervisor to submit a doctor's certificate verifying the illness and justifying the necessity of the absence. If the supervisor determines that an employee's use of sick leave is not justified, the supervisor shall have the authority to charge the absent time to the employee's vacation or compensation leave balance or to record the absent time as leave without pay.

- The City Manager, assisted by all supervisory personnel, shall be responsible for **preventing abuses of sick leave**. Sick leave shall not be considered leave time that an employee may use at his/her discretion for personal business. The employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity of such absence. If an employee is found to have abused this sick leave policy provision, he shall be subject to disciplinary action, including possible suspension or dismissal.

- Vacation leave, personal leave, or compensatory time may be used to supplement sick leave when the latter is exhausted. All sick leave shall be requested according to procedures outlined in the Administrative Orders of the City Manager.

Article 8.04 of the Personnel Practices, Article 27 of FOP Agreement -- Sick Leave, Article 30 of FOP/OLC Agreement -- Sick Leave

D. All employees serving in Full-Time Permanent positions shall be entitled to **vacation leave** with pay based upon the schedule specified in the City's Compensation Plan and/or within specific employee union bargaining agreements.

- No employee shall accrue or use vacation leave within the **first six (6) months** of his/her employment. During the remaining six (6) months of his/her first year of employment, he/she shall accrue and be eligible to use up to a maximum of 5 days (40 hours) of vacation leave.

- An employee of the City who has **prior service** with the State of Ohio, or any political subdivision thereof, shall be entitled to receive credit for his/her prior service with these employers for the purpose of computing the amount of his/her vacation leave with the City. In addition, an employee who has prior service with a state other than Ohio, or any political subdivision thereof, may receive credit for such service with those employers, for the same purpose if, in the discretion of the City Manager and/or Human Resources Director, the nature of said service is relevant to his/her service with the City of Dublin.

- Use of vacation leave **prior to completion of a six (6) month probationary period**, and the procedures governing the use and approval of such leave, are covered under Section 8.03 of the Personnel Code.

- An employee may carry over, from one calendar year to another, a **maximum of 160 hours** of vacation leave previously earned but not used.

- Employees are encouraged to utilize this benefit for the purpose for which it is intended - e.g. rest, relaxation, travel, etc. Therefore, payment for accrued vacation leave in lieu of actual use shall not be approved, except when an employee terminates employment, dies, or is laid off.

Article 7 of Compensation Plan -- Annual Leave, Article 23 of FOP Agreement -- Vacation Leave, Article 26 of FOP/OLC Agreement - Vacation Leave

Community Education Officers assigned to the Community Education Unit may be granted casual leave when school is in session only if an approved SRO sub is available to be assigned in his/her place on regular duty status or as a time trade.

- The decision as to whether or not to approve casual leave will be at the discretion of the CEU supervisor or his chain of command.

- In recognition of the fact that there may be some personal events that are so important as to warrant special consideration (ie: baptisms, weddings, etc.) School Resource Officers may utilize no more than four (4) days of casual leave per school year for approved leave to cover an event of this magnitude. In these cases the Division will make all efforts to cover for the officer's absence.

- This leave may be granted only upon the approval of the CEU supervisor or his chain of command.

E. Pursuant to the Family and Medical Leave Act of 1993 (FMLA), all eligible employees shall be entitled to take up to 12 weeks of job-protected leave during a 12 month period for specified family and medical reasons. Additional information of this policy can be found in Administrative Order 2.60

22.2.2 PERSONNEL PROGRAMS

RETIREMENT PROGRAM

A. The agency's **retirement program** for civilians is managed by Public Employee's Retirement System and for police officers by Police and Firemen's Disability and Pension Fund.

- The Human Resources Director will have on file or at hand information concerning the benefits and general policies of each Pension Fund.

- Public Employee's Retirement System and Police and Firemen's Disability and Pension Fund have final authority over matters concerning retirement since the retirement fund is not actually managed by the City of Dublin.

- Employees who resign from employment, are terminated by the City, die, or are laid off **shall be paid all unused but accrued vacation** to which they are entitled at the rate of pay in effect at the time of separation.

Article 7 Paragraph G of Compensation Plan, Article 23.7 of FOP Agreement -- Payment for Unused Vacation Leave, Article 26.7 of FOP/OLC Agreement - Payment for Accrued Vacation Leave

- After at least ten (10) full years (i.e. 120 months) of continuous service with the City, an employee, who is **laid off or who qualifies for retirement benefits** under the State of Ohio's "Police and Fireman's Disability and Pension Fund", and actually retires from City Service, shall be entitled to receive payment for accumulated unused sick leave. The rate of pay for such accumulated sick leave shall be at

employee's straight time hourly rate of pay at separation multiplied by one-third (1/3) of the total number of accumulated sick leave hours. Total payment under this provision shall not exceed 480 hours (60 paid days). In the event an employee dies while in the employ of the City, except as provided in paragraph (B) of this section, and the employee qualifies for his respective retirement/pension fund, his spouse, or secondarily, his estate shall be paid the aforementioned rate of redemption for accumulated unused sick leave."

- If an employee is **killed in the line of duty**, his surviving spouse, or secondarily, the estate, shall be paid for one hundred percent (100%) of the value of the employee's accrued but unused sick leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the employee.

Article 6 Paragraph H of the Compensation Plan, Article 27.3 of FOP Agreement -- Payment for Unused Sick Leave, Article 30.3 of FOP/OLC Agreement - Payment for Unused Sick Leave

HEALTH INSURANCE

B. The City shall make available group **medical, prescription drug, dental, and vision** benefits to all employees and dependents who meet the eligibility requirements of the plan. Said benefits will be made available with no contribution on the part of the employee other than the required deductibles, co-payments, co-insurance, and annual out-of-pocket maximum associated with the program.

Article 3.09 of Personnel Practice, Section 9, Ordinance 23-93 (Compensation Plan), Article 26.1 of FOP Agreement, Article 29.1 of FOP/OLC Agreement

- The Human Resources Director will keep current copies of the health plan on file, will make copies available to employees, and will assure that employees are notified of any additions, deletions, or modifications to the health plan.

DISABILITY AND DEATH BENEFITS

C. The agency's **disability benefits** are provided through both Ohio Bureau of Worker's Compensation and Police and Firemen's Disability and Pension Fund. Death benefits may be provided from several sources.

- Death benefits are provided through the Police and Firemen's Disability and Pension Fund.
- Employees who resign from employment, are terminated by the City, die, or are laid off shall be paid all unused but accrued vacation to which they are entitled at the rate of pay in effect at the time of separation.

Article 7 Paragraph G of Compensation Plan, Article 23.7 of FOP Agreement -- Payment for Unused Vacation Leave, Article 26.7 of FOP/OLC Agreement - Payment for Accrued Vacation Leave

- All employees serving in Full-Time Permanent positions shall be entitled to **group term life and accidental death and dismemberment insurance coverage** with no contribution on the part of the employees. The City shall provide said insurance coverage in the amount of at least \$75,000 for each employee.

Article 9 Paragraph B of the Compensation Plan, Article 26.4 of FOP Agreement -- Life Insurance, Article 29.4 of FOP/OLC Agreement - Life Insurance

- After at least ten (10) full years (i.e. 120 months) of continuous service with the City, an employee, who is laid off or who qualifies for retirement benefits under the State of Ohio's "Police and Fireman's Disability and Pension Fund", and actually retires from City Service, shall be entitled to receive payment for accumulated unused sick leave. The rate of pay for such accumulated sick leave shall be at employee's straight time hourly rate of pay at separation multiplied by one-third (1/3) of the total number of accumulated sick leave hours. Total payment under this provision shall not exceed 480 hours (60 paid days). In the event an employee dies while in the employ of the City, except as provided in paragraph (B) of this section, and the employee qualifies for his respective retirement/pension fund, his spouse, or secondarily, his estate shall be paid the aforementioned rate of redemption for accumulated unused sick leave.

- If an employee is **killed in the line of duty**, his surviving spouse, or secondarily, the estate, shall be paid for one hundred percent (100%) of the value of the employee's accrued but unused sick leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the employee.

Article 6 Paragraph H of the Compensation Plan, Article 27.3 of FOP Agreement -- Payment for Unused Sick Leave, Article 30.3 of FOP/OLC Agreement - Payment for Unused Sick Leave

- In the case of a death in the line of duty, the agency shall ensure that application is made on behalf of the deceased for federal and state benefits, as well as those guaranteed by the Pension Fund and life insurance carried by the City for the employee.

LIABILITY PROTECTION

D. "The Employer shall maintain police liability insurance coverage for all employees for the duration of this Contract. The Employer shall pay the annual premium for such coverage. "Shall" as used in the context of liability insurance, is based on availability of such coverage. Whether or not insurance coverage is available, the employee shall be indemnified and held harmless by the City, provided the employee acted within the scope of his assigned duties in the situation out of which a claim or lawsuit arises."

Article 26.2 of FOP Agreement -- Liability Insurance, Article 29.2 of FOP/OLC Agreement - Liability Insurance

EDUCATIONAL BENEFITS

E. All employees serving in full-time permanent positions shall be eligible to participate in the City's **Tuition Reimbursement Program**. Under this program, each employee shall be eligible for reimbursement per calendar year for fees and required textbooks, and courses of instruction voluntarily undertaken in an amount stipulated by union contract or by City Administrative Orders. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job related. In addition, only course work provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be provided for correspondence courses.

- All course work subject to potential reimbursement shall be transmitted, in advance and through the employee's Department/Division Head, to the Director of Human Resources. The Department/Division Head shall provide a written recommendation concerning approval/disapproval of the request at time of transmittal to the Director of Human Resources. If practicable, an employee shall make application for

approval of course-work reimbursement at least fifteen (15) days prior to commencement of the course of study. The Director of Human Resources shall evaluate the employee's course work/degree program for job-relatedness and shall notify the employee, in writing, regarding his approval/disapproval of said course work/degree program on that basis. An employee may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the employee need not reapply for approval for each course within the portion(s) approved. If all or part of the program/course work is disapproved by the Director of Human Resources, the employee may appeal, within 72 hours of notification from the Director of Human Resources. The City Manager will issue a written decision on the employee's appeal within five (5) working days of receiving said appeal.

- Courses are to be taken on other than scheduled working hours, unless approval is obtained from the appropriate department head to take such courses on work time.
- Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee has paid for tuition, fees, and required textbooks. Any financial assistance available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The employee shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, or other expenses other than tuition, fees, and required textbooks.

Article 3.09 of Personnel Practice, Section 11, Ordinance 23-93, Article 30.2 of FOP Agreement - Tuition Reimbursement, Article 33.2 of FOP/OLC Agreement - Tuition Reimbursement

- Temporary leaves of absence with or without pay for training purposes or for other objectives related to the employee's work and performance may be granted by the City Manager for such periods as he may consider justifiable, within the limitations of the budget. The expense for employees who are required or requested to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the Employer, shall be paid by the Employer as follows:
 - Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.
 - Meals when not provided by tuition.
 - The current rate for mileage, as determined by the IRS, when an employee is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, an employee will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed. All other travel shall be considered to be non-work-related and non-reimbursable. Bus, train, or airfare at tourist rate is provided for lengthy trips when travel is approved by the City Manager.

(Note: It is mandatory that sworn personnel take a city vehicle (marked or unmarked) to training as long as there is a car available. Other personnel must take a city vehicle (unmarked) to training if transportation is available. Mileage will not be paid unless travel by personal vehicle is pre-approved. Employees must check with the appropriate supervisor prior to taking a city vehicle.)

- Hotel or motel charges when lodging is not provided as a term of tuition payment.
- Hourly rates when schools or training are scheduled during regular working hours.

- All necessary tools and equipment required by the course of instruction.

Article 8.07 of Personnel Practices, Article 30.1 of FOP Agreement -- Training, Article 33.1 of FOP/OLC Agreement -- Training (See also 22.2.1 (A)(5))

Since the agency encourages employees to pursue further education, the agency will, within reason, provide the employee with a stable schedule to allow the employee to pursue academic studies.

22.2.3 PERSONNEL SUPPORT SERVICES

The City's **Employee Assistance Program**, offered to all city employees, shall be described in detail in Administrative Orders and in General Order 22.2.6.

- The assistance of the Dublin Division of Police Chaplain Program is available to members of the agency.
- At the recommendation of the City's Risk Management Specialist, the agency shall offer vaccinations for Hepatitis B to all persons who could potentially be exposed.
- Documentation of vaccination or the refusal of the offer shall be documented and filed.

An employee may be faced with an emergency that necessitates **bringing their children to their workplace** for short periods of time, in which case the following guidelines shall apply.

- This benefit is reserved for emergency situations and should not be considered as a routine alternative to childcare.
- The desire to utilize this benefit must be reported immediately to the employee's supervision, who, based on conditions or events at the Justice Center may result in the denial of emergency on-duty child care.
- While these emergencies are typically for very short periods of time (one hour should be considered as the rule of thumb), the duration may be subject to consideration and approval by the immediate supervisor, judged on a case-by-case basis.
- Children shall be under the immediate control of the employee.
- Should the employee need to meet with anyone from outside this agency, they will ask someone in their immediate work group or work area to monitor their child for this period of time.
- Children shall not be allowed to play with agency equipment, however, this does not preclude employees from allowing children to view television or a video tape if available in the immediate work area.

22.2.4 SERVICES RENDERED TO AGENCY PERSONNEL

Assistance services shall be rendered to agency personnel and their families following **line-of-duty deaths or serious injuries**.

Agency Services for Line of Duty Death or Serious Injury Occurrences

It shall be the **responsibility of the Dublin Division of Police** to provide assistance to the immediate family of any Division employee who dies in the line of duty.

- Assistance is applicable whether the employee was killed or seriously injured feloniously or accidentally, while an active member of the department.
- Responsibilities include the **clarification and comprehensive study** of survivor benefits, tangible and intangible emotional support during this traumatic period, and continuation of contact and care after the funeral, until so indicated by the survivors.
- Complete implementation of this policy is predicated on the **wishes of the affected member** of the agency, if known by the agency.
- Members of this agency will be asked to complete a **Line of Duty Information Form**, which will be maintained in a confidential file and which will contain information to be updated on an annual basis. This form is entirely voluntary, but would drastically benefit the agency in carrying out the member's wishes in case of a catastrophic incident.
- In order to provide support for shift personnel and/or personnel involved in the same function or with the same duties, the agency will **require those members to participate** in a debriefing at the end of the tour of duty and will make continuing support available.
- The agency will coordinate CISD activities for any family members who may wish to access this service.
- In the event of an on-duty death or serious injury the first line supervisor and/or the Communications Center shall, as soon as practical, begin notifications as follow. (The following positions must be activated immediately upon a death or serious injury of an agency member. Each of these positions must be trained on their specific areas of responsibility. While each of these is outlined individually, it is also recognized that several positions may be combined and assigned to one person. Each individual assuming a functional responsibility will be responsible for maintaining resources and information for his/her function and have those resources readily available.)
- **Family Liaison Representative:** This individual will be responsible for attending to the needs of the family of the agency member killed or seriously injured. This position will be the coordinating point for planning of any visitation at the funeral home, the actual funeral and follow-up care for the family. Personnel assigned to this task will be accessible to the family at all times from the time they are notified through the end of the funeral, and following, as necessary. This assignment is responsible for assuring that the wishes of the family are followed closely throughout the funeral planning process and funeral. The family liaison representative will work closely with the department liaison representative during the process to obtain necessary approval for any expenditures.
- **Department Liaison Representative:** This individual must be a command level officer with the authority to allow the family liaison representative to make financial obligations and purchases. The department liaison representative will keep all agency personnel up to date on the plans and arrangements as he receives that information from the family liaison representative. The department liaison representative is the contact for any media representatives who may contact the department for information regarding the injury or death. Media releases, reports, etc. which are to be released regarding the death of any personnel shall be provided to the family of the employee prior to public release.

Absolutely no information regarding the death of an employee shall be released prior to the deceased personnel's family being notified.

- **Logistical Officer:** This individual will have the responsibility for contacting and arranging honor guard, color guard, bagpipe players, buglers, etc. The logistical officer will work in very close contact with the family liaison representative to make sure the family wishes are carried out exactly.
- **Benefits Officer:** This assignment is responsible for compiling all death benefits due to the survivors. These benefits will be maintained in handbook that will be reviewed and updated on an annual basis. The benefit explanation booklet available through Ohio Concerns of Police Survivors shall be part of this handbook. The benefits officer will work in conjunction with the Director of Personnel and Purchasing to assemble this information as soon as possible upon the death of a member and coordinate with the family liaison representative to provide this information to the survivors. The benefits officer will also prepare and file the necessary paperwork for these benefits on behalf of the family, as well as check the status of the claims until the benefits are paid to the survivor.
- **Survivor:** For the purposes of this policy the term survivor will apply first to the immediate family members of the deceased agency member. The surviving spouse will normally be the decision-maker regarding arrangements, and the person from whom the family liaison representative will take direction. Should an agency member be single, the family liaison representative will work directly with the surviving parents and adult children, if any.
- Immediately upon a serious injury or death the family liaison representative will be notified so that he/she can retrieve the agency member's emergency information.
- The name of the deceased employee will NEVER be released to the media before immediate survivors living in the area are notified.
- If there is knowledge of a medical problem with an immediate survivor, medical personnel will be dispatched to the residence to coincide with the death notification.
- **Notification WILL ALWAYS be made in person and will never be made alone.** The Chief of Police (or designee), the assigned family liaison representative, the Department Chaplain (or the family's pastor) and/or the member's requested representative, as designated in the LOD Information Form, will act as the informing representatives.
- If the above-suggested persons are not readily accessible, notification should not be delayed until these people can assemble. If the agency member has not yet died, all attempts will be made to get the family to the hospital prior to the member's death.
- When most public safety families see an agency representative at the home or place of work, they will know something is wrong. Ask to be admitted to the home or place of work. Notification should not be made on the doorstep. Gather everyone in the home and ask them to sit down. Inform them slowly and clearly of the information you have on the incident. Make sure you use the employee's first name during the notification.
- If the employee has already died, relay that information. NEVER give the family a false sense of hope. Use words like "dead" and "died" rather than "gone away" or "passed away".
- If the family wants to go the hospital, they should be transported via non-marked department vehicle. It is highly recommended that the family NOT drive themselves to the hospital. Should there be serious resistance and the family insists on driving, have an officer accompany them in the car.

- The department should find out if there are any young children in the home. Notification representatives will be responsible for arranging immediate baby-sitting needs.
- The officer transporting the family should notify the police personnel or hospital liaison at the hospital by phone that the family is en route.
- Surviving parents will also be afforded the courtesy of personal notification if they live in the same geographic area. If the employee was married, notification will be at the request of the deceased employee's spouse. In this case, the parents' notification team will be a department representative designated by the Chief of Police, another Department employee who knows the family well, and one of the other Department Chaplains (or the parents' pastor).
- If immediate survivors live out of town, request PERSONAL death notification from the public safety agency in that area.

Assisting the family at the hospital

- The **family liaison representative** will be responsible for acting as the liaison for information between hospital staff and the family. Additionally, information regarding the member's condition will be transmitted from the family liaison to the departmental liaison for release to the rest of the agency.
- The family of the employee will be afforded the opportunity to see the employee as soon as they wish and as soon as is practical. If it is possible for the family to be with and see the employee prior to death, immediate arrangements should be made. In the event of death prior to the family's arrival, the survivors should be allowed to see the deceased employee if they wish. While the family liaison representative should try to prepare the survivors for the condition of the employee's body, the family should not be overly protected from reality.
- In addition to the family liaison representative, there will be at least one Dublin officer and chaplain present at the hospital at all times until the family departs. The primary responsibility of these personnel will be to shield the family from media representatives, unless the family wishes to speak with them. Should the employee not be deceased, there will be at least one Dublin officer posted at the hospital at all times. This officer will have the responsibility of assisting the liaison officer, family and any other relatives who may congregate.
- The departmental representative will make arrangements with the hospital for all medical bills to be sent directly to the City of Dublin – Attention Risk Management, and make hospital personnel aware of the fact this is a workers compensation claim. Bills received at the departmental representative's office will be processed by the agency, relieving the family of dealing with these details. Some medical bills must still be initially received by the injured officer, or if deceased, by the surviving spouse/family member.

Funeral Arrangements

- As soon as practical, the family liaison representative will discuss arrangements with the survivor. The survivor must be made aware of the potential magnitude of the police funeral. All options for the service will be presented to the family. The survivor will make all decisions, and these decisions will be final even if not the wishes of the agency.
- Members killed in the line of duty are eligible for certain ceremonial rituals at their showing hours and funeral. It must be reiterated that the survivor has the final say regarding funeral planning. If any of the following services are desired, the following guidelines should be utilized.

- Two officers from the Dublin Division of Police to stand guard at the casket during showing hours. This detail will include at least four officers, with two standing guard at periodic intervals.
- A marked cruiser and officer will be posted outside the incapacitated or deceased employee's home from the time of the fatality or injury through the end of the funeral day or stay at the hospital. The duty of this detail is to discourage any visits from media or others, unless the family liaison representative indicates the family wishes to speak with the media. **This guard will only be provided to those officer's residences within the corporate limits of the City of Dublin.**
- An honor guard contingent will be formed of Dublin officers to participate in the funeral service. They may act as pallbearers should the survivor wish to have them act in that capacity. The casket will be draped with an American casket flag that will be removed, folded and presented by the honor guard commander to the Chief of Police. The Chief of Police will then present the flag to the survivor at the gravesite. If there are parents of the deceased employee in attendance, a flag will also be presented to them.
- Twenty-One Gun Salute: This is to be arranged with The Columbus Police Department firing detail if the family wishes to have this tribute.
- Bagpipes: A bagpipe detail should be arranged for the service. This can also be done through the Columbus Police Department Honor Guard. The bagpipes can be played at the funeral service site as well as the gravesite.
- Taps should be arranged for playing at the gravesite.

22.2.5 UNIFORMS AND EQUIPMENT

The **clothing and equipment issue** for sworn personnel and communications personnel are addressed in agreements with the City of Dublin. (**Article 22 of FOP Agreement -- Uniforms, Equipment and Allowances, Article 25 of FOP/OLC Agreement - Uniforms, Equipment, Personal Property and Replacement**)

The agency's **uniform return policy** is designed to maintain better control over expenditures, distribution, and use of uniforms and uniform parts.

- When an officer needs patches for uniforms, he/she must obtain the patches from the Accreditation Manager/Training Coordinator.
- Upon purchasing new uniform items, any items in non-serviceable condition shall be removed from service. The officer shall remove the shoulder patches, badges, name tags, and identifiable items and the non-serviceable item should be destroyed.

22.2.6 EMPLOYEE ASSISTANCE PROGRAMS

A. The City of Dublin independently contracts for an employee assistance program. (Administrative Order 2.39) (See also G. O. 22.3.2 and G. O. 22.2.6)

- "The City recognizes that a wide range of personal difficulties/problems in the lives of its employees may effect work performance and that most personal problems/difficulties can be successfully resolved provided they are identified and referred to an appropriate source of assistance. The City, therefore, believes that in the best interest of the City and its employees, as well as their families, that an Employee Assistance Program (EAP) should be implemented to assist employees in dealing with a wide range of problems. The City recognizes that this range of personal problems may include mental, emotional,

financial, family, marital, employment-related stress, drug abuse, alcoholism, legal, or other problems not specifically mentioned. The City of Dublin EAP is designed to help employees and their families deal with situations/problems as noted above by linking them with resources that can provide appropriate help. The EAP is also designed to reduce job performance problems and to retain valued employees.”

B. "When an employee or family member is experiencing a problem, whether or not it affects job performance, **the employee is strongly encouraged to take advantage of the EAP.**

- “Employees and their immediate family members are each entitled to unlimited assessment and referral and a maximum of three sessions per problem, at no cost to the employee or family member, for problems amenable to short-term counseling intervention.”

- Information on how to contact the City’s EAP can be obtained from any Division supervisor, or through the City’s Human Resources Division.

C. “Employees and their immediate family members shall receive an offer of assistance to help resolve such problems in an effective and **confidential manner**. All EAP issues shall be handled in a confidential manner by the EAP provider consistent with federal and state law. No information concerning the nature of individual personal problems will be released without proper written consent.

D. “Any referrals by supervisory members of the Division of Police to employees experiencing problems that could affect their ability to perform their job will be to the City’s EAP. It will be the responsibility of the EAP provider to **refer the employee to specific services** or resources specific to their particular issue.

E. “Supervisory personnel may encourage the use of the EAP, recognizing the fact that many job performance difficulties may be related to a personal problem. However, supervisory personnel shall refrain from diagnosing personal problems or recommending specific solutions other than referral to the EAP.

F. “Initial orientation regarding the EAP is critical to successfully achieving the stated objectives of EAP. In this regard, an orientation program will be offered to all eligible employees and their family members.

This orientation program will introduce the EAP, explain how to access services, answer questions, and encourage involvement in the EAP.

Also critical to the success of the EAP is the provision of supervisory training. Sessions will be provided to all supervisory personnel to enhance practical knowledge concerning the proper procedures to be used when dealing with an employee who is experiencing personal or work-related distress. In addition, on-going consultation will be available by telephone or by appointment when needed.

(See also Administrative Order 2.35 - Drug Free Workplace, Administrative Order 2.38 - Employee Drug & Alcohol Testing Program, and Article 18 of FOP Agreement -- Substance Abuse and Testing)

22.2.7 EMPLOYEE IDENTIFICATION

A. Except where impractical or when not feasible, or where the identity is obvious, officers shall identify themselves by **displaying the official badge or Police Division identification card**, or both if requested to do so, before taking police action. At the scene of a police incident plain clothes or off-duty officers are to display their ID cards or badges on the outer clothing where it may be visible to the public.

B. Identification cards issued by the Division of Police will include name, title, date of hire, and photograph.

22.3 CONDITIONS OF WORK

22.3.1 PHYSICAL EXAMINATIONS FOR EMPLOYEES

The current health plan allows for **one comprehensive medical examination** each year, therefore, employees are encouraged to schedule annual comprehensive physical examinations.

- The agency may, when shown to be job-related and consistent with business necessity, require the employee to submit to a medical/physical examination and make the results available to the agency's physician.

- An employee may be required to submit to a medical/physical examination to determine his/her ability to perform the **essential functions of his/her job**, with or without reasonable accommodations; to identify reasonable accommodations that would assist the employee in performing the essential functions of his/her job; or to determine whether the employee poses a direct threat to the health and safety of himself/herself or others.

- An employee may also be required to submit to a medical/physical examination when such an examination is required by federal law or to determine whether the employee meets medical standards and requirements mandated by federal law.

- Physical examinations required by the agency will be provided at no cost to the employee.

- These examinations may amount to additional testing at an otherwise routine physical examination or may involve additional complete examinations by a physician.

- Regardless of the nature of the frequency, extent, or duration of the examination(s), if this examination (these examinations) are required by the agency, the cost(s) shall not be charged to the employee.

22.3.2 HEALTH AND PHYSICAL FITNESS STANDARDS

A. The criteria for **general health and fitness** to be attained by sworn employees as a prerequisite to employment with this agency shall be the health and fitness standards set forth by the Ohio Peace Officer's Training Commission as well as the successful completion of the agency-required medical physical.

- Newly hired sworn employees who are not required to attend a police academy will only be subject to the agency required medical physical.

B. If an employee's health and/or fitness appears to be suffering to the point where it may **hinder his/her ability to perform their job** at an acceptable level or if the employee demonstrates an excessive use of sick leave, the agency may require the employee to submit to a fitness for duty evaluation and/or a full physical examination.

- The agency shall request analysis of the results of the examination from the vendor performing the evaluation and will require a determination as to the fitness for duty of the employee.

- The agency shall request the vendor to make recommendations for the improvement of the employee's fitness for duty, if necessary, based on its evaluation.

C. Members of the Division of Police, Courts, and Prosecutors for the City of Dublin will have **unlimited access to the fitness facility** located in the basement of the Justice Center.

- When accompanied by an employee, spouses will be allowed access to the fitness facility.

D. In order to maintain the upkeep of the fitness area and to ensure the **maximum safe use** of this facility, the following rules, which will be posted in the facility, will apply:

- Prior to using the facility, each employee or spouse must receive instruction from one of the agency's fitness personnel.

- Appropriate attire (short or sweat pants, shirts, and athletic shoes) will be worn at all times.

- Safety collars will be used with all equipment.

- Remove weights from machines after use and replace on the appropriate weight tree.

- Replace dumbbells in rack after use.

- Do not lean plates against the machine(s) or walls.

- Lights are to be turned off when the facility is not in use.

- Notify a fitness coordinator of any broken or damaged equipment as soon as possible.

- No food or open drinks are allowed in the fitness facility.

- Sealed water bottles may be used.

- No one may use the flat bench (free weight) without a spotter.

- Clean equipment after use.

- Towels and solution will be provided.

- If you are working out alone, advise the Communications Center so they can monitor the room.

- Use of aerobic equipment will be limited to twenty minutes if another employee is waiting.

- Washer and dryer are available for washing towels.

- Detergent must be supplied by the employee.

- Failure to adhere to the rules may result in damage to the facility and/or equipment and may result in limiting an employee's access to the facility.

E. **Guests of the City** may be authorized to use the facility on an individual basis after approval by the Chief of Police.

- Conditional approvals will follow orientation of the guest by a member of the fitness team.
- Spouses will be allowed access to the facility either accompanied by the employee or unaccompanied during those times the employee is on duty.
- If authorization is granted, City employees may use the facility Monday through Friday between the hours of 10 AM and 2 PM.

22.3.3 FITNESS and WELLNESS PROGRAM

All division employees are eligible to participate in the city wide health management program “Healthy By Choice” and/or the division’s work out program, “Fit for Duty”.

A. Healthy by Choice and Fit for Duty are voluntary health management programs open to all division employees to help them develop and maintain their physical performance capabilities.

B. The Healthy by Choice and the Fit for Duty programs provide the City’s Wellness Coordinator to serve as its program coordinator.

C. Participants in the Healthy by Choice program receive an annual health screening and complete an annual health risk assessment. Participants in the Fit for Duty program receive an initial fitness assessment and periodic fitness evaluations.

D. Following the Health Risk assessment, participants in Healthy by Choice receive recommendations on programs to improve their performance and overall health. In addition, employees may participate in on-line or telephone health coaching and education. Participants in the Fit for Duty program receive fitness coaching upon request.

E. The Healthy by Choice program provides health coaching, on-site education, fitness classes, a free membership to the Dublin Recreation Center and other programs designed to improve the physical fitness and wellness of the employee. All employees receive preventative medical care at no cost through the City’s benefit package.

22.3.4 OFF-DUTY EMPLOYMENT

Prior to engaging in any employment or business activity outside of their duties with the Division of Police, a member or employee shall submit a **request for permission** for off-duty employment to the Chief of Police for final approval, subject to the following divisional regulations:

- The off-duty employment shall not render the officer unavailable during an emergency, or physically or mentally exhaust the officer such that their performance on duty will be affected.

- Off-duty employment shall not in any way conflict with the objectives of the Division, impair the reputation of the Division, or abuse the City's police power.
- The **police uniform shall not be worn** nor police equipment used for off-duty employment unless so authorized by the Chief of Police.
- Each member and employee while engaged in off-duty employment shall conduct themselves in accordance with divisional standards.
- A member or employee, at the discretion of their commanding officer, may be called back to an on-duty status at any time irrespective of their off-duty employment.
- The decision of the Chief of Police and/or the City Manager to issue or deny a permit to work outside the Division is final and appeal will not be considered.

22.3.5 EXTRA-DUTY EMPLOYMENT

A. Officers may engage in **extra-duty employment** when such employment has been approved and posted and offers for employment shall be made equally available to all personnel.

- Extra duty jobs will normally be accepted, posted, and assigned by a civilian member of the services bureau.

B. Officers engaged in extra-duty employment will be governed at all times by the rules and regulations, general orders and administrative orders of the City of Dublin and will **only perform activities necessary to keep peace and order** and enforce the laws and ordinances of the City of Dublin and the State of Ohio.

Common examples of authorized work performed by officers for extra-duty employers (This list is not all inclusive):

- Direct and regulate traffic.
- Provide security for events where crowds are anticipated.
- Provide security for businesses that wish to deter criminal behavior (other than establishments whose primary business is the dispensing of alcoholic beverages).
- Provide security for a business or other entity that has received threats or information that could be construed as threatening.
- Provide security for school functions such as football, basketball, and/or baseball games.
- Provide security for a business or other entity that will have a substantial amount of cash on hand.
- Be prepared to enforce laws and make arrests at all times.
- Perform other duties related to keeping peace and order and/or enforcing the law, as assigned.
- While performing these duties, remain in radio contact with the Division's communications center at all times.

Uniform guidelines shall govern officer's conduct and appearance when engaged in special assignments. (See also 26.1.1(C)(1))

- **Officers will not sit in a motor vehicle** while working special assignments except during inclement weather, while taking a reasonable break, or unless the specific job requires the officer to work inside a cruiser or personal vehicle.

- Officers will not be in possession of food or drink while out in the street or intersection directing traffic.

- Food and drink should be consumed out of the public eye as reasonably possible.

- Officers should be constantly **aware of the image they project** on extra-duty assignments and shall avoid such actions that would reflect negatively upon the officer, the Division of Police or the City of Dublin.

- For officer safety reasons, **traffic vests will be worn** by officers at all times while on traffic control assignments and they shall use flares and/or flashlights during nighttime traffic control assignments to enhance control of the movement of vehicles.

- Officers will generally not be permitted to work extra-duty assignments, which places them inside establishments whose **primary business is the dispensing of alcoholic beverages**. Any job request for assignments where alcohol will be dispensed must be approved by the Services Bureau Commander.

- The members and employees of the Dublin Division of Police will adhere to the following standards concerning **DRESS AND APPEARANCE**:

- **Uniformed Personnel Standards** -- All divisional personnel, including Reserve Officers, assigned to wear the uniform of the Dublin Division of Police will adhere to these standards whenever in uniform, while on-duty, or off-duty and attending court or an authorized outside employment detail. (26.1.1(C)(1)) (See also 41.3.4)

C. **Extra-duty employment requests** normally are received by a civilian member of the Division of Police, subject to formal approval by administrative staff, who shall also, in conjunction with the agency's Labor Relations Committee, review extra-duty employment provisions.

- Except as otherwise noted, officers shall be given **equal opportunity** to participate in extra-duty employment.

- Any extra-duty employment requests that are received from businesses or groups involved in **labor disputes or strikes**, or from parties involved in domestic disputes, divorces or a domestic violence situation must be approved by the Services Bureau Lt. prior to assignment.

- Assignments for these jobs will be considered for approval based upon the immediacy of the threat and the likelihood of harm being done.

- Officers who are **off-duty due to illness, injury or light duty status** shall not be permitted to perform extra-duty assignments.

- The Chief of Police **may remove a police officer** from the list of those eligible to work special duty when it is in the best interest of the Division.

- Officers are strictly forbidden from **personal solicitation** of any extra-duty employment.

- The agency has procedures and criteria for taking punitive actions in the interest of discipline. These procedures and criteria are outlined in section 26.1.4(d) of the division's General Orders.

D. **Coordination and administration** of extra-duty employment will be the responsibility of the Services Bureau Commander.

- Assignments will normally be scheduled and coordinated by a civilian member of the Division of Police.

- **Input from Labor Relations Committee members** will also be utilized to evaluate policies, processes, and other matters deemed appropriate by the Chief of Police and the Services Bureau Commander.

- The Labor Relations Committee shall consist of **two members appointed by the Chief of Police and three members appointed by the bargaining unit.**

E. Records shall be maintained of the date, time, and place of employment for all Division employees.

- Records shall be maintained of all incidents that involve the use of law enforcement powers by officers engaged in extra-duty employment.

- Records shall be maintained of any injuries received during extra-duty employment.

- Liability and indemnification concerns, including those relating to FLSA provisions, shall be reviewed by the Services Bureau Commander.

F. The **following general rules** have been recommended by the Labor Relations Committee and approved by the Chief of Police:

- **Short notice jobs** are those received with 48 hrs or less notice from the time of the request to the start of the job. When practical the special duty coordinator will attempt to notify all shifts, but may assign the first available officer.

- Those officers interested in short notice assignments should forward their name to the Special Duty Clerk. Calls will be attempted on an equal basis, however, this may result in the clerk assigning the detail to the first available officer - due to the short notice.

- Those individuals signing up for details will be assigned based upon the **least number of hours worked**. When two officers have identical hours worked, the officer with the least recent assignment shall be selected.

- **Special Events** - Any event that requires four or more officers will be classified as a special event and will require a supervisor to be assigned to the event. At least one supervisor who signs up will automatically be assigned to the job, regardless of the hours. In the event that a supervisor does not sign up, the most senior officer assigned will be the supervisor. The hours worked for a supervisor or officer assigned as the supervisor of a special event will be billed at the supervisor's rate as set forth in this directive. Special events can be overtime or special duty pay, depending on the event. Events which will be assigned as special duty will be posted on a special event sign up sheet and may be assigned according to hours the officer has accumulated in the "Other" category. Some officers, e.g. motorcycle or bicycle, may be assigned due to specific expertise. The assignments for events lasting multiple days may be made using criteria set by the Chief of Police, or his designee and are not required to be based on special duty hours accumulated. These events will not count toward the officer's total hours worked.

- Totals for hours worked will be rolled back to zero every quarter.

- When a new officer is hired, his/her hours worked total will start at zero.

- **Assignments** If an officer is ordered to work regular duty by a supervisor and they are unable to work their assigned special duty job the special duty coordinator should be contacted immediately and will be responsible for finding a replacement. The officer will not be charged hours to his/her hours worked total.
- In the event an officer is assigned to a detail and has to seek a substitute, this shall be his/her responsibility and the hours will be attributed to the log of the **original** assigned officer. If practical, when seeking a substitute, the other officer(s) who signed up for the original detail should be contacted first.
- If an officer signs up for a special duty job and is assigned to work that detail **after** any changes to their Division schedule have been made and posted, **the officer** will be responsible for finding a replacement to work the special duty assignment. If the officer's Division schedule is changed after the special duty assignment has been made, the Special Duty Clerk will be responsible for finding a replacement.
- **In the event the officer is ordered-in to work, cannot work their assigned special duty job, and the Special Duty Coordinator is unavailable**, the officer will notify the vendor directly (contact information is posted on the special duty assignment sheet). The officer will also note the 'order-in' on the assignment sheet and forward the information to the Special Duty Coordinator.
- Reserve officers will only be assigned to extra-duty jobs for which no full-time officer has signed up. Once a reserve officer has been assigned to an extra-duty job he/she cannot be replaced by a full-time officer who decides to work it after the date it is assigned.

Vendor Cancellations

- Whenever possible, the Special Duty Coordinator (or his/her back-up) will notify officer(s) when a special duty assignment has been cancelled. The coordinator will also record the date/time of cancellation on the posted special duty assignment sheet.
- **In the event of a "short notice cancellation" in the Special Duty Coordinator's (and/or his/her back-up) absence**, the Communications Technician (call-taker) will create a CFS noting the cancellation details. The Communications Technician will notify the supervisor of the cancellation as soon as practical. The supervisor will notify the officer(s) assigned to the job. The supervisor will also note the date/time of the cancellation on the posted special duty assignment sheet and forward the information to the Special Duty Coordinator.
- In the event of a **severe emergency**, the officer should attempt to get a substitute and then notify the special duty coordinator of the change. If a substitute cannot be found by the original officer because of short notice due to this emergency, the clerk will assume that responsibility upon notice. The Chief of Police, on a case-by-case basis, may waive the logging of that time to the original officer. Officers desiring a waiver of hours due to severe emergency must submit a "Special Duty Hours Waiver Request" form to the Chief of Police. This form may be obtained from the Special Duty Coordinator.
- Any calls received regarding officers showing up late, or failing to report to jobs will be forwarded to that officer's supervisor to be sanctioned at his/her discretion. In addition, these officers must inform the special duty coordinator directly regarding their absence or tardiness. In the event that the special duty coordinator is unavailable (i.e., evenings, weekends), the officer must contact the

communications center and speak to the on duty supervisor. Vendors must be notified immediately if an officer is unable to work a special duty job.

- In the event an officer's schedule is changed and that officer has been previously assigned to a special duty job that interferes with the schedule change, he/she must notify his/her supervisor to make them aware of the situation. The special duty coordinator may be asked to contact FCSO but only 48 hours prior to the start of the job. **For all other circumstances, once an officer has committed to a special duty job it is his/her responsibility to find a replacement.**

- Reserve Officers are not affected as their assignments are based on the assumption that full time officers have declined the detail.

- **Billing** – All special duty or private special event jobs will be billed at a minimum of 3 hours per job position worked. (A job position is defined as each individual job assignment identified and that is scheduled for 12 hours or less). If an officer cannot work an entire job position and two or more officers are assigned or agree to split the hours of the original position, the three hour minimum will not apply unless the job was canceled or shortened during the first three (3) hours of the scheduled assignment.

Invoices will use a formal invoice format, indicating "Payment Due Upon Receipt" on the bottom of the form. The invoice must also indicate "If payment is not received within 45 days of billing any subsequent requests for extra-duty officers will be denied until the entire balance due is paid in full." Vendors who have not paid will be contacted 30 days from the date of the invoice. If an officer has not received payment after 30 days from the date of the invoice, the officer must advise the special duty coordinator of the job and the date the officer worked. Officers must make this notification via e-mail or voicemail. Officers are not permitted to directly contact a vendor regarding payment. If payment is not received within seven days of contacting the vendor the request will be forwarded to the Services Bureau Lieutenant. Invoices are available for review by any officer upon request to the special duty coordinator. If payment has not been received after 90 days from the date of billing the information may be turned over to the City Law Director's Office.

- If a special duty vendor that has contracted for a special duty officer wishes to cancel the special duty job, notification must be made to the Division of Police or to the officer directly at least one hour prior to the scheduled start of the job. If neither the Division, nor the officer is called to cancel the job, or cancellation has been made less than one hour prior to the scheduled start of the job, the business or individual contracting for the special duty officer will be billed for 3 hours "show-up" time for all officers scheduled to work.

- Special duty jobs will be assigned in date and time order. Officer requests for "first choice, second choice" will no longer be honored.

- Once each quarter, we will honor customer requests for a particular officer. This request is not subject to the sign up sheet. An officer may only receive one such assignment per quarter.

- Officers who "show-up" for a job prior to receiving notification it had been canceled will receive a minimum three hours pay.

- The FCSO special duty office will attempt to fill jobs, however, last minute jobs are not often accepted (i.e. jobs phoned in for the same day or early the next day).

- Any concerns that may arise should be directed to the Services Bureau Commander.

G. Officers in their field training period will not normally be allowed to work special duty assignments (extra-duty employment).

- They will become eligible for extra-duty employment upon successful completion of their field training.

- This restriction may be waived by the Chief of Police or his designee.

CROSS REFERENCE TO STANDARDS AND POLICIES:

Section III of Code of Personnel Practices and Procedures

CROSS REFERENCE TO FORMS:

Collective Bargaining Agreement between the City of Dublin and FOP Lodge #9—Police Officers and Police Supervisors; Collective Bargaining Agreement between the City of Dublin and FOP/OLC—Communications Technicians

SAMPLE POLICY
This may not represent this agency's current procedure.