

ORDINANCE NO. 15 -89

BY: John H. Kerbae

An Ordinance to approve an agreement between the City of Bexley and the Fraternal Order of Police, Capital City Lodge #9, to authorize the Mayor and the Auditor to execute said agreement on behalf of the City, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the agreement between the City of Bexley and the Fraternal Order of Police, Capital City Lodge #9, is hereby approved in the form attached as Exhibit A.

Section 2. That the Mayor and Auditor are hereby authorized and directed to execute said agreement on behalf of the City.

Section 3. That this Ordinance is an emergency measure necessary for the preservation of the public peace, health and safety; said emergency being the necessity of establishing the terms and conditions of employment of the Bargaining Unit, and such Ordinance shall go into effect upon its passage and approval by the Mayor.

Passed: March 14, 1989

Albert Myers
President of Council

Attest: J. H. Kerbae
Clerk of Council

APPROVED: March 14, 1989

David H. Madison
David H. Madison, Mayor

COPY

AGREEMENT BETWEEN
CITY OF BEXLEY
AND
FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NO. 9

PROPOSED AGREEMENT

Revised March 13, 1989



TABLE OF CONTENTS

	Page
ARTICLE 1	1
ARTICLE 2	1
ARTICLE 3	2
ARTICLE 4	4
ARTICLE 5	4
ARTICLE 6	9
ARTICLE 7	11
ARTICLE 8	11
ARTICLE 9	12
ARTICLE 10	13
ARTICLE 11	16
ARTICLE 12	16
ARTICLE 13	18
ARTICLE 14	19
ARTICLE 15	20
ARTICLE 16	21
ARTICLE 17	21
ARTICLE 18	22
ARTICLE 19	23
ARTICLE 20	24
ARTICLE 21	26
ARTICLE 22	27
ARTICLE 23	29
ARTICLE 24	29
ARTICLE 25	30
ARTICLE 26	30
ARTICLE 27	31
ARTICLE 28	31
ARTICLE 29	32
ARTICLE 30	32
ARTICLE 31	33
SIGNATURE PAGE	33



ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into by and between the City of Bexley, Ohio, (hereinafter referred to as the City), and the Fraternal Order of Police, Capital City Lodge No. 9, (hereinafter referred to as the Lodge).

Section 1.2. Purpose. This Agreement is made for the purpose of setting forth the understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the Bargaining Unit as defined herein.

Section 1.3. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to law, or if the parties mutually agree that any provision is invalid by operation of law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

Section 1.4. Amendment of Agreement. No changes in this Agreement shall be negotiated during its duration unless the parties agree in writing to so amend the Agreement.

Section 1.5. Past Benefits and Practices. The City and Lodge agree that any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the City has notified the Lodge of such intention and provided an opportunity for the Lodge to provide input through discussion at a Labor Relations meeting.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative of all employees included in the Bargaining Unit described herein in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

Section 2.2. Bargaining Unit. The bargaining Unit shall consist of all full-time regular policemen and policewomen in the rank of Police Officer. Excluded from inclusion in this Bargaining Unit



are all full-time members of the Department who are of the rank of Sergeant and above, and the Chief. The inclusion and exclusions are as certified by the Ohio State Employment Relations Board in Case No. 84-VR-05-1116, dated January 30, 1985.

ARTICLE 3
LODGE SECURITY

Section 3.1. Dues Deduction. The City agrees to deduct Lodge membership dues as certified by the Lodge to the City once each month upon written authorization signed by the employee on a form to be provided and which may be presented to the City by the employee or his representative. The City shall also deduct initiation fees and assessments of the exclusive representative upon presentation of a written deduction authorization by the employee.

Section 3.2. Maintenance of Dues Payment. A bargaining unit member who is a dues paying member of the Lodge on the effective date of this Agreement or who authorizes dues deduction during its term shall continue to pay by mandatory payroll deduction the periodic dues and assessments uniformly required as a condition of acquiring or retaining Lodge membership, except that a Lodge member may revoke his dues deduction within 15 days after the annual anniversary date of this Agreement. A bargaining unit member may revoke his Lodge membership at any time, but his dues payment requirement shall continue until the next revocation period.

A bargaining unit member who is not a dues paying member of the Lodge on the effective date of this agreement, or who during the term of the agreement either fails to become a dues paying member of the Lodge within sixty (60) days of initial hire or revokes his Lodge dues deduction in the annual anniversary period set forth in the preceding paragraph, shall pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code and other applicable law. Such fair share payments shall be deducted by the city from the earnings of such non-Lodge member employee the first pay period of each month, and paid to the Lodge in accordance with this article. The financial secretary of the Lodge shall certify to the city the amount which constitutes said fair share fee which shall not exceed the dues and financial obligations uniformly required by members of the Lodge.

The Lodge shall provide a notice to each bargaining unit member outlining the option to revoke as set forth in this Section, not later than five (5) days following the ratification date of this Agreement, or within five (5) days after employment of any newly hired employee.



Section 3.3. Lodge Responsibility. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of Lodge dues. The lodge hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this Article. If requested, the Lodge shall provide its legal counsel (at no cost to the City) to defend the City in any claim, action or proceeding. Once the funds are remitted to the Lodge, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

Section 3.4. City Responsibility. The City shall be relieved from making individual dues deduction payments to the Lodge when a member: (1) resigns or is separated from City employment; (2) is laid off from City employment; (3) provides written revocation of dues deduction authorization to both the City and the Lodge; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; or (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Lodge dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

Section 3.5. Errors in Processing. It is agreed that neither the employees nor the Lodge shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Lodge dues or fee deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6. Bulletin Board. The Lodge shall be permitted to continue to maintain a Lodge bulletin board at Department headquarters. Lodge bulletins, Lodge material, and communications of interest to bargaining unit members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Lodge bulletin board.

Section 3.7. Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Department's review.



Section 3.8. Use of Intra-Department Mail System. The Lodge shall be permitted reasonable use of the intra-department mail system, i.e. access to members' mail slots, for the direct distribution of material pertaining to collective bargaining, contract administration, or other similar business germane to the Lodge's role as exclusive representative of the Bargaining Unit. The Lodge shall observe established departmental procedure for the distribution of all such materials; however, the material, when placed in a sealed envelope clearly marked as a Lodge communication, shall not be subject to review by the City and/or Department.

ARTICLE 4 NONDISCRIMINATION

Section 1. Joint Pledge. Neither the City nor the Lodge shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, religion, ancestry, national origin, handicap, or application for participation in the Ohio Workers' Compensation Program.

Section 4.2. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4.3. City Pledge. The City agrees not to interfere with the rights of Bargaining Unit members to become members of the Lodge, and the employer shall not discriminate, interfere, or coerce any employee because of Lodge membership or because of or regarding his activities as an officer or other representative of the Lodge.

Section 4.4. Lodge Pledge. The Lodge agrees not to interfere with the rights of a member to refrain from or resign from membership in the Lodge, and the Lodge shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Lodge.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

Section 5.2. Qualifications. A grievance may be filed by Bargaining Unit member(s) or by the Lodge as exclusive representative to enforce its rights under the Agreement or on



behalf of a group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Lodge shall not process a grievance on behalf of any member without the member's knowledge and consent. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Lodge, as long as the adjustment is consistent with the terms of this Agreement and as long as the Lodge is present at the adjustment.

Section 5.3. Jurisdiction. Nothing in this Grievance Procedure shall deny Bargaining Unit members the opportunity to appeal to and/or exercise their legal right to appear before any judicial or administrative forum, except the Bexley Municipal Civil Service Commission as hereinafter provided. If a Bargaining Unit member elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, a member is thereafter precluded from seeking a remedy under the Grievance Procedure. In that this Grievance Procedure culminates in final and binding arbitration, the Bexley Municipal Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters which are proper subjects under this Grievance Procedure.

Section 5.4. Grievance Procedure. The following steps and procedures shall be utilized in the resolution of grievances:

A. Step One.

1. A member having an individual grievance will first attempt to resolve it informally with his or her immediate supervisor. Such attempt at informal resolution shall be made by the grievant within fourteen (14) calendar days following the events or circumstances that gave rise to the grievance. 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 should the latter request his or her attendance.
2. If the grievant is not satisfied with the response from his or her immediate supervisor at this Step, he or she may pursue the formal steps which follow. In doing so, the grievant may seek the assistance of his or her Grievance Representative.

B. Step Two.

1. When a Bargaining Unit member is not satisfied with his or her supervisor's informal response to the grievance at Step One of the Grievance Procedure, the grievant may submit his or her grievance in writing to his or her supervisor. This written grievance shall be submitted to



the supervisor, on the Grievance Form agreed upon by the parties, within fourteen (14) calendar days after the grievant has received a response to his or her informal Step One grievance. The supervisor shall date-stamp the Form on the date of its receipt.

2. Within seven (7) days of his or her receipt of the written grievance, the immediate supervisor shall affix his or her written response, and return one copy of it to the grievant.

C. Step Three.

1. When a Bargaining Unit member is not satisfied with his or her supervisor's written response to the grievance at Step Two of the procedure, he or she may appeal the grievance to the Lieutenant or the designated next level supervisor. The grievant shall initiate this appeal by delivering, within fourteen (14) days after receipt of the Step Two response to THE grievance, a copy of the Grievance Form containing the written response from the grievant's immediate supervisor from Step Two and any other pertinent documents, to the office of the Lieutenant or designated supervisor. The Lieutenant or designated supervisor shall date-stamp the Form on the date of its receipt.
2. After investigating the grievance and within fourteen (14) days of his or her receipt of the Grievance Form, the Lieutenant or designated supervisor shall affix his or her written response to the Form, date and sign his or her response, and return one copy of it to the grievant.

D. Step Four.

1. Should the grievant not be satisfied with the response to the grievance at Step Three of the procedure, he or she may appeal the grievance to the Chief or designated next level supervisor. The grievant shall initiate this appeal within fourteen (14) days after receipt of the Step Three response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other pertinent documents, to the office of the Chief or designated supervisor. The Chief or designated supervisor shall date-stamp the Grievance Form on the date of its receipt.
2. Within ten (10) days of his or her receipt of the Grievance Form, the Chief or designated supervisor, shall investigate the grievance, and shall schedule and conduct



a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may send as a representative in his or her place, a Grievance Representative and/or a non-employee Lodge representative. The Chief or designated supervisor may be joined in the meeting by any designated representative. The parties may mutually agree to the attendance of other persons.

3. At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.
4. Within fourteen (14) days after the meeting at this Step, the Chief or designated supervisor shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

E. Step Five.

1. Should the grievant not be satisfied with the response to the grievance at Step Four of the procedure, he or she may appeal the grievance to the Mayor/Safety Director. The grievant shall initiate this appeal within fourteen (14) days after receipt of the Step Four response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other pertinent documents, to the office of the Mayor/Safety Director. The Mayor/Safety Director shall date-stamp the Grievance Form on the date of its receipt.
2. Within ten (10) days of his or her receipt of the Grievance Form, the Mayor/Safety Director or designee, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The Grievant may bring to the meeting, or may send as a representative in his or her place, a Grievance Representative AND/or a non-employee Lodge Representative. The Mayor/Safety Director or designee may be joined in the meeting by the Chief or the individual who conducted the Step Four grievance meeting and a designated City Representative.
3. At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts



relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.

4. Within fourteen (14) days after the meeting at this Step, the Mayor/Safety Director or designee, shall submit to the grievant a written response to the grievance, which response shall be signed and dated.
5. Should the grievant not be satisfied with the Mayor/Safety Director's response to his or her grievance at Step Five, he or she shall notify the Grievance Representative of his or her desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Lodge President. Should the Lodge determine to proceed to arbitration with the grievance, the Lodge President shall so notify the City by written notification. This written notification shall be delivered by hand or received by the Mayor/Safety Director within fourteen (14) days after the grievant's receipt of the Mayor/Safety Director's written response.

Section 5.5. Time Off for Presenting Grievances. A Bargaining Unit member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the grievant and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the grievant and/or his Grievance Representative, both the grievant and the Grievance Representative shall be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by a Grievance Representative result in overtime pay. Such time off with pay when not on a regularly assigned shift shall not be considered as hours worked or paid status when calculating overtime.

Section 5.6. Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, either party may, at any Step where a submission of the grievance appeal or a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure



on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then grievance, grievance appeal, or response may be filed on the next day on which such office is open.

Section 5.7. Representatives in Meetings. In each step of the Grievance Procedure outlined in Section 5, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 5.8. Grievance Forms. The City and the Lodge shall develop jointly a Grievance Form. Such forms will be supplied by the Lodge and made available to all Grievance Representatives.

Section 5.9. Appeal from Mayor's Disciplinary Decision. As provided at Section 10.4, a member may appeal a disciplinary decision made by the Mayor/Safety Director directly to arbitration without resort to the steps in the grievance procedure set forth in Section 5.4.

ARTICLE 6 ARBITRATION

Section 6.1. Selection of Arbitrator. Within fourteen (14) calendar days following the receipt of the Lodge President's written notification of the Lodge's intention to proceed to arbitration, the Mayor/Safety Director or the Chief of Police, either personally or through an appropriate City designee, and the Lodge President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the Lodge shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the



option to completely reject the list of names and request another list only once.

Section 6.2. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question.

The decision of the arbitrator shall be final and binding upon the Lodge, their grievant, and the City.

Section 6.3. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking 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. All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to whom is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.



Section 6.4. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the Lodge and the City within thirty (30) days from the date the hearing record is closed.

ARTICLE 7
LODGE REPRESENTATION

Section 7.1. Lodge Representatives. Representatives of the Lodge shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings.

Section 7.2. Grievance Representatives. The Lodge shall designate no more than three (3) members of the Bargaining Unit, preferably one from each shift, to serve as Grievance Representatives who shall be recognized by the City.

It is understood that grievance representatives may, while on duty, assist members in the processing of grievances and consult with Lodge representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1. Management Rights and Responsibilities. To the extent provided by law, the City retains the exclusive right and authority to administer the business of the City of Bexley in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;



- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

Section 8.2. Matters Bargained and Not Bargained. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement. The City is not required to bargain with the Lodge during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

ARTICLE 9 INTERNAL REVIEW PROCEDURE

Section 9.1. Requirements. These requirements shall apply to internal affairs investigations:

- A. Reasonably in advance of an investigation interview, written notification stating the charges made against him is to be given to the member. The member is to be provided a copy of the written charge.
- B. Investigation interviews shall be scheduled so that the member has a reasonable opportunity to obtain representation from the Lodge, who shall be permitted to be present at the investigation interview.
- C. Notification is to be provided at the beginning of the investigation interview as to the specific facts which support the charge.
- D. The member is to be advised at the beginning of the interview whether it is a criminal or an administrative investigation interview.



- E. All investigation interviews may be taped at the request of the Lodge or member. The Lodge shall bear the cost of such tape recording, and transcript, if made. A copy of the tape or transcript shall be provided to the City upon request.
- F. No anonymous complaints will be acted upon by the Chief, unless there is sufficient corroborative evidence.
- G. No member under investigation or member called as a witness shall be charged with insubordination for failing to answer questions at an investigation interview unless the member is first advised that such failure may be the basis for such charge.
- H. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.
- I. No polygraph examination of the member shall be conducted without his/her consent.
- J. These same requirements shall apply to members called as witnesses.

Section 9.2. Exceptions. It is understood by the parties that the minimum requirements specified in Section 1 of this Article do not extend to day-to-day communications which occur between a supervisor and a member, including but not limited to the following occurrences: performance evaluations; training; counseling sessions; work related instructions; or meetings or the furnishing of reports concerned with the initial investigation of any incident which do not involve the conduct of a formal internal affairs investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he is subject to such an investigation interview.

ARTICLE 10 CORRECTIVE ACTION AND RECORDS

Section 10.1. Corrective Action for Cause. No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded, except for just cause.

Section 10.2. Progressive Corrective Action. The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Mayor/Safety Director. The progression may include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this



progression for serious job related misconduct or for any serious criminal misconduct.

Section 10.3. Departmental Hearings. Prior to a departmental hearing before the Mayor/Safety Director, the Bargaining Unit member will receive from the Chief of Police a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by an attorney, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses.

A member who is charged or his attorney may make a request for a continuance of the hearing which shall be granted by the Mayor/Safety Director, where good cause is shown.

If a member is charged with gross insubordination, illegal possession of firearms, dishonesty, fighting, or being under the influence of alcohol or drugs, the member will be suspended from performance of his regular duty without loss of pay until a hearing is held on these allegations.

Section 10.4. Appeal from Mayor's Disciplinary Decision. A member may appeal a disciplinary decision made by the Mayor/Safety Director directly to arbitration without resort to the steps in the grievance procedure set forth in Section 5.4. Such appeal must be made with the approval of the Lodge President within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the Mayor/Safety Director. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the Mayor/Safety Director within this fourteen (14) calendar day period.

SECTION 10.5. Duration of Records. Progressive disciplinary records shall be maintained as follows:

- A. Oral reprimands may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of an oral reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- B. Written reprimands may be retained for no more than two years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period, and the record of a written reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.



- C. Suspensions of less than thirty (30) working days may be retained for no more than four (4) years after the date of issuance, provided that no intervening discipline occurs within this four (4) year period, and the record of a suspension shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- D. Suspensions of thirty (30) working days or more, reductions, or removals will not be removed from the member's personnel file.

Section 10.6. Review of Personnel Files. Every member shall be allowed to review any of his or her personnel files, except Internal Affairs and background files, at any reasonable time upon written request. A member of the Lodge may also authorize his or her attorney to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor or his representative.

No unfounded, unsubstantiated, inaccurate, irrelevant, untimely or incomplete information shall be maintained in a member's personnel file.

Section 10.7. Inaccurate Documents. Should a member have reason to believe there are improper or inappropriate documents in his or her file, the member may notify the Chief of Police in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing his or her objections to the materials in question. If the claim cannot be mutually agreed upon, such disagreement may be resolved by the use of the Grievance and/or Arbitration Procedures.

Section 10.8. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties only as a representation that the employee has read it and shall not be viewed as a representation that the Bargaining Unit member has concurred in any or all of the contents or comments therein. The member of the Unit shall, upon request, receive a copy of the evaluation in its final form and nothing shall be added thereafter.

Section 10.9. Placement of Material in Personnel File. No document which does not include as a part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.



ARTICLE 11
WORK RULES AND DIRECTIVES

Section 11.1. New Work Rules. The City agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all Bargaining Unit members in advance of their enforcement.

Section 11.2. Effect of Work Rules. Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for an alleged violation of a work rule which has not been promulgated as set forth in Section 11.1 of this Article.

ARTICLE 12
LABOR RELATIONS MEETINGS

Section 12.1. Philosophy. The City and the Lodge recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of police services to the citizens of the City. The City and the Lodge recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Department to provide the highest standards of service. Toward this end the City and the Lodge agree to create and maintain Labor Relations Meetings as an active forum for the expiration of mutual concerns.

The City and the Lodge shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Lodge.

Section 12.2. Role of Participants. Participation in Labor Relations meetings does not imply a change in roles for the participants relative to their duties within the Department or the Lodge. Each participant will continue to have the same responsibilities and obligations as now fall upon him or her consistent with his or her rank. Police decisions now within his responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of affairs of the Lodge will continue to be made by the President of the Lodge. Participation



in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 12.3. Time of Meetings. Unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor/Safety Director or his/her designated representative, and not more than three (3) other members of management shall meet with not more than three (3) employee representatives who are selected by the Lodge and one non-employee representative of the Lodge. Upon mutual agreement, nonparticipants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Lodge that additional meetings shall be held as often as is mutually agreed necessary.

Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

Section 12.4. Commitments. The success of the Labor Relations Meetings will depend upon the strength of the commitment made jointly and independently by the City and the Lodge. The City and the Lodge agree that:

- A. They will use the forum for constructive exploration of difficult issues.
- B. They will make every effort to develop the meetings into substantive open non-emotional explorations of the issues which form the mutually agreed upon agenda for such meetings.
- C. They will recognize their separate viewpoints on and responsibilities for issues, but attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.

The City agrees:

- A. It will work in good faith with the Lodge to attempt to reach consensus on the best means of resolving issues.
- B. For each person selected to represent the Lodge at the Labor Relations Meetings, the City will consider such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representatives.

The Lodge agrees:



- A. It will work in good faith with the City to reach consensus on the best means for resolving issues.
- B. It will take whatever actions are necessary to keep the Bargaining Unit members informed about developments in the Labor Relations Meetings and decisions made through this process.

Section 12.5. Purpose. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Discuss grievances which have not been processed to the third-party adjudication step of the procedure when such discussions are mutually agreed to by the parties.
- C. Notify the Lodge of changes made or contemplated by the employer as permitted by the collective bargaining agreement which effect Bargaining Unit members of the Lodge, including advising on new or combined classifications.
- D. Disseminate general information of interest to the parties.
- E. Give the Lodge representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- F. Discuss ways to increase productivity and improve efficiency.

Section 12.6. Miscellaneous. Written responses reasonably requested by the City or the Lodge during such meetings in regard to items raised by either party who attended such meetings, shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 13 LAYOFFS/JOB ABOLISHMENTS

Section 13.1. Action. When the City determines that a layoff or job abolition is necessary, the City shall notify the affected employees fourteen (14) days in advance of the layoff or job abolition. The youngest member in point of service shall be first laid off and any layoffs thereafter shall be by reverse seniority. The City agrees to discuss with the Lodge the impact



of the layoff or job abolishments on Bargaining Unit members prior to the City's notification to the affected employees.

Section 13.2. Recall and Reinstatement. When employees are laid off the City shall create a recall list. The City shall recall employees from layoff as needed. The recall shall be according to seniority beginning with the most senior employee and progressing to the least senior employee. An employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Lodge. The mailing shall be to the last mailing address provided by the Bargaining Unit member and the Bargaining Unit member has an obligation to keep the City advised of this current mailing address.

The recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

ARTICLE 14 MISCELLANEOUS

Section 14.1. Health and Safety. It is agreed that safety is a prime concern and responsibility of the City, the members, and the Lodge. In this regard:

- A. The City agrees to provide safe working conditions and equipment for members.
- B. The member accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions shall be reported by the member to his supervisor as soon as any unsafe working condition is known.
- C. The City and the Lodge shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations Committee meetings.

Section 14.2. Agreement Copies. As soon as possible, following the signing of this Agreement, the City and the Lodge shall have printed forty-five (45) copies of this Agreement. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Lodge for distribution to Bargaining Unit members.



Section 14.3. Liability Insurance. The City agrees to continue to furnish and maintain a liability policy which will indemnify and reimburse the cost of defense and to protect Bargaining Unit members from loss, liability, claims and suits resulting from their duties as Police Officers of the City.

Section 14.4. Member Assistance Program. Within thirty (30) days from the ratification of this agreement, the Mayor shall appoint two (2) City representatives and the Lodge President shall appoint two (2) Lodge representatives who shall serve on a joint Labor-Management Committee to investigate the feasibility of the establishment of a member assistance program. If the committee members jointly agree that such a program should be reduced to a written City policy, it shall be implemented by December 31, 1989. This Labor-Management Committee shall operate pursuant to Article 12 of this agreement, except that the committee shall meet more frequently.

ARTICLE 15
WAGES

Section 15.1. The following salary schedule for bargaining unit members is to become effective as of January 1, 1989, with yearly increases as set forth:

STEP 1 Beginning 1st Year	STEP 2 Beginning 2nd Year	STEP 3 Beginning 3rd Year	STEP 4 Beginning 4th Year	STEP 5 Beginning 5th Year
Effective January 1, 1989				
Annual \$20,215.41	\$23,434.05	\$26,137.43	\$28,840.74	\$31,545.32
Bi-Weekly 777.52	901.31	1,005.29	1,109.26	1,213.28
Hourly 9.72	11.27	12.57	13.87	15.17
Effective January 1, 1990				
Annual \$21,226.18	\$24,605.75	\$27,444.30	\$30,282.78	\$33,122.59
Bi-Weekly 816.39	946.38	1,055.55	1,164.72	1,273.95
Hourly 10.20	11.83	13.19	14.56	15.92
Effective January 1, 1991				
Annual \$22,287.49	\$25,836.04	\$28,816.52	\$31,796.92	\$34,778.72
Bi-Weekly 857.21	993.69	1,108.33	1,222.96	1,337.64
Hourly 10.72	12.42	13.85	15.29	16.72

Section 15.2. Each step increase as set forth in Section 1 above shall become effective on each bargaining unit member's anniversary date of hire.



Section 15.3. All bargaining unit members shall be paid biweekly.

Section 15.4. Application of Pay Rates. The rates of pay set forth in Section 1 are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a biweekly period, and two thousand eighty (2,080) hours annually.

ARTICLE 16
LONGEVITY PAY

Section 16.1. Longevity Pay. All Bargaining Unit members shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the next regular pay following the employee's anniversary date as follows:

1989

Beginning 5th year, \$300.00; beginning 10th year, \$450.00;
Beginning 15th year, \$600.00; and beginning 20th year, \$750.00.

1990

Beginning 5th year, \$350.00; beginning 10th year, \$500.00;
Beginning 15th year, \$650.00; and beginning 20th year, \$800.00.

1991

Beginning 5th year, \$375.00; beginning 10th year, \$525.00;
Beginning 15th year, \$675.00; and beginning 20th year, \$825.00.

Section 16.2. Longevity pay shall be paid to a member upon the member's retirement, either voluntarily or by disability, or upon a member's death. Such payment shall be pro-rated from the member's most recent anniversary date to the date on which the separation occurs. In the event of a member's death, the payment shall be made to the member's spouse or secondarily to his estate.

ARTICLE 17
HOLIDAYS

Section 17.1. Holidays. The following shall be considered legal holidays for Bargaining Unit members:

New Years Day, January 1
Martin Luther King Day, third Monday in January
President's Day, third Monday in February
Memorial Day, fourth Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Columbus Day, second Monday in October



Veteran's Day, second Monday in November
Thanksgiving Day, fourth Thursday in November
Christmas Day, December 25

Section 17.2. When a holiday as set forth in Section 1 of this Article falls on a member's regularly scheduled day off, that member shall receive eight (8) hours pay at his or her regular rate of pay.

Section 17.3. Whenever one of the holidays set forth in Section 1 falls on a Bargaining Unit member's regularly scheduled work day, that member shall receive eight (8) hours holiday pay at his or her regular rate of pay in addition to payment for work on that day.

Section 17.4. Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred.

ARTICLE 18 REGULAR WORK PERIODS AND OVERTIME

Section 18.1. Definition. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. "Paid status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, vacation, injury, military and sick leave.

Section 18.2. Overtime. All hours in paid status in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the member's straight time hourly rate of pay. No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 18.3. Court Pay. In the case of Bexley Mayor's Court appearances, a minimum of two (2) hours overtime shall be paid and in the case of all other court appearances a minimum of three (3) hours overtime will be paid provided that such appearances occur during a member's off duty hours.

Section 18.4. Training. In the case of a member's overtime resulting from attendance at a regularly scheduled training or educational school, class or clinic, overtime will be calculated at one and one-half (1 1/2) times the number of hours actually worked in training.

Section 18.5. Application to Special Duty. Special duty is defined as employment by a separate and independent employer of a



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

Section 18.6. Substitution (Trading) of Time. If a member, with the approval of a supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

SECTION 18.7. Call In/Court Pay.

- A. When a member is ordered to report to work at a time which is not contiguous to his regularly scheduled shift, he shall be paid for a minimum of three (3) hours at the overtime rate. Notwithstanding the above, the provisions of paragraph (B) shall apply to court appearances.
- B. For court appearances scheduled at a time other than a member's regularly scheduled shift, a member shall be paid a minimum of two (2) hours overtime for Bexley Mayor's Court appearances and a minimum of three (3) hours overtime for all other court appearances.
- C. Paragraph A of this section shall not apply if the member is ordered to report for a disciplinary hearing or a grievance hearing where he is the subject of such disciplinary hearing of which he is the grievant.

ARTICLE 19
WORKING OUT OF CLASSIFICATION

Section 19.1. Working out of Classification. A Bargaining Unit member who is required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds for a period of eight (8) or more consecutive hours shall be paid at the rate of that position or rank while so acting.



ARTICLE 20
VACATION AND PERSONAL DAYS

Section 20.1. The following shall be the vacation accrual rate for Bargaining Unit members:

End of Year 1 through 3rd Year = 10 workdays
Beginning of Year 4 through 7th Year = 12 workdays
Beginning of Year 8 through 11th Year = 16 workdays
Beginning of Year 12 through 14th Year = 17 workdays
Beginning of Year 15 through 17th Year = 21 workdays
Beginning of Year 18 through 21st Year = 22 workdays
Beginning of Year 22 through Termination = 26 workdays

Section 20.2. Personal Days. In addition to any vacation days accrued, each member will receive three (3) personal days off per calendar year.

Section 20.3. Annual Vacation and Personal Day Scheduling. Vacation and personal day leave, to be taken in eight (8) hour shift increments, may be scheduled on an annual basis as follows:

- A. By November 1 of each year, the Chief will post an annual calendar for the following year. The Chief may designate on the calendar shifts on which no vacation or personal day leave will be available, which, if so designated, shall be limited to all shifts on July 4 and the day shift and second shift on Labor Day.
- B. By December 1 of each year, bargaining unit members will indicate on the annual calendar their individual requests for vacation and personal day leave for the following year.
- C. By December 15 of each year, the Chief will post an approved annual calendar for the following year. Any conflicts in request for vacation or personal leave days on the annual calendar shall be resolved based upon consideration of rank and seniority within each unit (shift), such that rank and then seniority (length of service within the rank of Police Officer) shall govern in case of conflict, provided that:
 1. The Chief will approve vacation and/or personal day leave, provided that such leave will not result in fewer than one (1) sergeant and two (2) uniformed officers, or three (3) uniformed officers, per shift to be on duty. However, for good reason, the Chief may determine that one (1) sergeant and three (3) uniformed officers, or four (4) uniformed officers, per shift may be on duty on Fridays; and



2. If the department hires an additional officer(s), then the number of officers working will be increased accordingly; and
3. The Chief retains the right to cancel any vacation or personal days on any day declared as an emergency pursuant to Section 30.1 and/or when an unexpected and extraordinary situation develops where additional officers are needed to maintain control and to preserve the public safety.

D. If a conflict later develops, then any readjustment to the approved annual calendar shall be by inverse seniority.

Section 20.4. Casual Vacation and Personal Day Leave Scheduling.

- A. Vacation and personal day leave not requested or approved on an annual basis as provided in Section 20.3 may be scheduled throughout the year by written request approved in advance by the Chief. Normally the Chief will approve such a request on a first come basis regardless of seniority, provided:
 1. The request is not preempted by previously scheduled vacation and personal day leave on the annual calendar; and
 2. The Chief will approve vacation and/or personal day leave, provided that such leave will not result in fewer than one (1) sergeant and two (2) uniformed officers, or three (3) uniformed officers, per shift to be on duty. However, for good reason, the Chief may determine that one (1) sergeant and three (3) uniformed officers, or four (4) uniformed officers, per shift may be on duty on Fridays; and
 3. If the department hires an additional officer(s), then the number of officers working will be increased accordingly; and
 4. The Chief retains the right to cancel any vacation or personal days on any day declared as an emergency pursuant to Section 30.1 and/or when an unexpected and extraordinary situation develops where additional officers are needed to maintain control and to preserve the public safety.
- B. The Chief shall respond to requests for casual leave as soon as practicable, but no later than five (5) calendar days after the request is made. If a member requests vacation or personal day leave for an urgent personal reason, the Chief shall give immediate consideration to the request.



Section 20.5. Vacation Accrual and Carry Over. Vacation leave may accrue to a member in an amount equal to the accrual of one (1) year's vacation at a member's current accrual rate. Should a Bargaining Unit member not be able to schedule his or her vacation prior to his or her next anniversary date, the hours unused will automatically be converted into paid compensation at the rate of the pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of five (5) days of vacation time may be carried over from year to year upon the written request of a member to the Chief of Police.

Section 20.6. Additional Considerations.

- A. A member who is separated from City service through removal, reassignment, retirement or a layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave to his credit at the time of separation.
- B. When a member dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or the estate of the deceased.
- C. All vacation hours shall be paid at full pay at the applicable straight time rates; however, if a member is ordered to work while on approved vacation leave, he shall be paid at one and one-half (1 1/2) times for all hours worked.

ARTICLE 21
INSURANCE

Section 21.1. Maintenance of Current Insurance. All Bargaining Unit members shall be furnished insurance as follows: health care insurance, dental care insurance, and vision care insurance, with the same benefit levels and coverage that is provided to the other employees and elected officials of the City, up to a maximum premium cost to the City of not more than the premiums paid in 1989, increased by no more than 5-1/2% in 1990 and another 5-1/2% in 1991. Any additional premium which the City is required to pay to maintain this insurance coverage, beyond the annual 5-1/2% increase, shall be paid by each employee by automatic payroll deduction. On an annual basis, the City will determine whether or not to enforce the co-payment provisions of this section. If the City elects not to enforce the co-payment provisions of this section in 1990, then in 1991 the City may require members to pay any additional premium cost beyond the premium amount paid in 1990



increased by not more than 5-1/2%. If these premium costs increase in 1990 or 1991 beyond that to be paid by the City as set forth above, the parties will meet to negotiate whether, and by whom, payment of increased premiums will be made, or whether modifications to the insurance plans will be made. Such negotiations will be subject to arbitration under Article 6 in the event of impasse.

In addition, the City will furnish at no cost to the member, life insurance of twenty-five thousand dollars (\$25,000).

ARTICLE 22 SICK LEAVE

Section 22.1. Sick Leave Accrual. For each completed eighty (80) hours in paid status, a member shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is unlimited. Sick leave shall be charged in a minimum amount of one (1) hour.

Section 22.2. Use of Sick Leave. A member may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his or her immediate family.
- B. Exposure of employee or member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Death of a member of the employee's immediate family.
- D. Necessary medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family.
- E. Pregnancy, childbirth and/or related medical conditions.

For purposes of this Article, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis.

Section 22.3. Sick Leave Approval. A member requesting sick leave shall inform his or her supervisor of the fact and reason at



least two hours prior to his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the member provides to the Chief a written explanation for noncompliance which the Chief reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse.

The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means, shall be grounds for disciplinary action including dismissal.

Section 22.4. When a full-time employee terminates service, he will receive one (1) hour of pay for each eight hours of unused sick leave to his credit for total accrual up to and including three hundred twenty hours (320); one (1) hour of pay for each four (4) hours of unused sick leave in excess of three hundred twenty hours (320) up to and including 2,400 hours and one (1) hour of pay or each hour for all sick leave in excess of 2,400 hours. The payment shall be based on the employee's rate of pay at the time of termination and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. No pay will be made to any employee, for any unused sick leave, unless it is in excess of two hundred thirty-two (232) hours.

When a member dies while on paid status, all unused sick leave to his credit shall be paid in a lump sum to his surviving spouse, or secondarily to his estate, at the rate set forth above.

If a member is killed in the line of duty, all unused and accumulated sick leave to his credit shall be paid hour for hour, at the rate in effect at the time of the member's death, in a lump sum, to his surviving spouse or secondarily to his estate.

Section 22.5. Wellness Payment. Consistent with current practice, any Bargaining Unit member who works three (3) consecutive months without sick leave shall be paid one (1) day's regular pay which will be paid as soon as practicable after it is earned. Use of sick leave as bereavement leave shall not deprive a member of the wellness payment.



ARTICLE 23
INJURY LEAVE

Section 23.1. Paid Injury Leave. All Bargaining Unit Members shall be allowed injury leave with full regular salary not to exceed one hundred twenty (120) workdays for each service connected injury. Injury leave with pay may be extended by the City Council upon such terms as the Council in its discretion may establish. Any injury leave extension decision by City Council is not subject to the Grievance Procedure .

Section 23.2. Distinguished from Sick Leave. The provisions of this Article dealing with injury leave are separate and apart from the contractual provisions relating to the accumulation and usage of paid sick leave.

Section 23.3. Injury Leave Administration. Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that he or she cannot perform the duties of his or her position.

For purposes of this Agreement all heart and respiratory diseases will be considered as on-duty or service-connected injuries.

Section 23.4. Coordination with Workers' Compensation. Injury leave with pay shall not be granted until an agreement is signed by the employee and the City whereby the employee agrees to reimburse the City for any wage or salary benefits received by him from the Bureau of Workers' Compensation for the time period for which injury pay is awarded.

ARTICLE 24
BEREAVEMENT LEAVE

Section 24.1. Bereavement Leave. In the event of the death of a Bargaining Unit member's mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current step children, current daughter-in-law, current son-in-law, current stepmother, current stepfather, grandmother, or grandfather, the Bargaining Unit member shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio the employee may be granted sick leave usage for a maximum of five (5) working days. Additional days may be approved by the Mayor on a case-by-case basis.



ARTICLE 25
CLOTHING ALLOWANCE

Section 25.1. Clothing Allowance. Each Bargaining Unit Member shall be authorized to purchase various articles of clothing to be worn as part of his or her official uniform as prescribed by the Chief of Police not to exceed five hundred dollars (\$500.00) per calendar year beginning January 1, 1989.

Except that during a Bargaining unit member's first year of employment such member shall be entitled to an additional three hundred dollars (\$300.00).

Invoices on such purchases are to be made to the City.

Each Bargaining Unit member shall be issued a bullet proof vest at no cost to the member and without deduction from his or her clothing allowance.

A Bargaining Unit member who is transferred from patrol duty to the Detective Bureau shall be entitled to an additional three hundred dollars (\$300.00) clothing allowance upon his initial transfer to the Detective Bureau.

ARTICLE 26
SPECIAL DUTY

Section 26.1. Special Duty Assignments. Bargaining Unit members shall be permitted to work special duty assignments so long as any such special duty assignment does not conflict with the member's regular work schedule and is approved by the Chief of Police. The rate of pay for special duty shall be set by the Chief of Police after consultation with the Lodge.

All special duty assignments, approved by the Chief, within the City of Bexley shall be worked by Bargaining Unit members or other officers of the Department. If necessary, any and all special duty assignments may be divided into shifts between two (2) or more members as may be necessary to provide coverage for said assignments. If no members of this Bargaining Unit are available to cover a special duty assignment, it may be covered by officers of Departments other than the City of Bexley.

IF on-duty personnel and vehicles are available for such use, the department may permit a member to be transported in a cruiser, from police headquarters to and from the special duty assignment, within the City of Bexley. A member shall be allowed to use regular departmental equipment (including a walkie and flares) in his special duty assignment.

ARTICLE 27
MILITARY LEAVE/JURY DUTY

Section 27.1. Military Leave. All members who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

Section 27.2. Jury Duty Leave. The City shall grant full pay where a member is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation for such duty must be reimbursed to the City unless such duty is performed totally outside of normal working hours. It is not proper to pay members when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation time at the discretion of the employee. A member shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 28
TUITION REIMBURSEMENT PROGRAM

Section 28.1. Participation. Members are eligible to participate in a tuition reimbursement program offered by the City. Participation is voluntary and available to those who elect job-related self-development courses, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved in advance by the Chief of Police.



Section 28.2. Reimbursement. For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of five hundred dollars (\$500) during each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of C or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks, to a maximum of fifty dollars (\$50) during each calendar year. No reimbursement is available for any other expense related to course attendance. Reimbursement shall be made to a member upon submission of official transcripts, tuition statements and receipts for textbooks.

ARTICLE 29
NO STRIKE/NO LOCKOUT

Section 29.1. No Strike. The Lodge recognizes that Bargaining Unit members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

Section 29.2. No Lockout. The City recognizes that it is prohibited from instituting a lockout of Bargaining Unit members. The City shall meet any obligation imposed upon it by state law.

ARTICLE 30
WAIVER IN CASE OF EMERGENCY

Section 30.1. Waiver. In case of a publicly declared emergency affecting the City of Bexley, defined as Acts of God or Civil Disorder declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Bexley, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

- A. Time limits for replies on grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 30.2. Mayor's Action. An "emergency" declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day to day operations of the City.

Section 30.3. Grievance Processing. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) have properly progressed.



ARTICLE 31
DURATION

Section 31.1. Duration. All of the provisions of this Agreement shall become effective January 1, 1989, unless otherwise specified. This Agreement shall continue in full force and effect until midnight, December 31, 1991.

Section 31.2. Successor Negotiations. At least one hundred twenty (120) days prior to the expiration date of this Agreement, negotiations shall commence for a successor agreement.

Section 31.3. Dispute Resolution Procedure. The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.

Section 31.4. Signatures. Signed and dated at Bexley, Ohio, on this 17th day of March, 1989.

FOR THE CITY OF BEXLEY:

D. Madison
David H. Madison
Mayor, City of Bexley

Thomas W. Tobin
Thomas W. Tobin
Chief of Police

D. Blaugrund
David S. Blaugrund
Attorney for City

J.W. Hornberger
John W. Hornberger
Auditor, City of Bexley

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

Lawrence J. Deck
Lawrence J. Deck, President
Capital City Lodge No. 9

Robert A. Martin
Officer Robert A. Martin
Lodge Negotiations Committee

B. Holbrook
Officer Bryan Holbrook
Lodge Negotiations Committee

Jeffrey L. Welsch
Officer Jeffrey L. Welsch
Lodge Negotiations Committee

R.W. Sauter
Robert W. Sauter
Lodge Attorney

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LETTER OF UNDERSTANDING

This letter sets forth the mutual understanding reached between the City of Bexley and the Capital City Lodge No. 9, FOP, in regard to the collective bargaining agreement, effective January 1, 1989, through December 31, 1991, and its provisions shall be accorded the same weight as provisions of the contract.

(1) Mayor Madison has furnished by separate cover a letter of January 10, 1989, regarding participation of bargaining unit members in the Lodge's political screening committee.

(2) The Lodge has withdrawn a proposal made during negotiations as to compensatory time with the understanding that if the City should offer compensatory time to any City employee(s) outside the Lodge-represented bargaining unit on or after April 15, 1989, such compensatory time use shall be made available to Lodge-represented bargaining unit members on the same terms as offered to any other City employee(s).

(3) The City agrees that it will not impose any automatic payroll deduction under Section 21.1 without reaching impasse in the negotiations called for thereunder. In the event of impasse, and pending arbitration, the City may require that additional premiums which it must pay to maintain current insurance coverage shall be paid by each member through automatic payroll deduction, provided that the same premium payment is made by other city employees and elected officials. Final disposition of any premium paid by automatic payroll deduction shall be subject to the arbitrator's decision.

Signed and dated this 17TH day of MAKC/H, 1989:

FOR THE CITY:

D. Madison

FOR THE LODGE:

Lawrence J. Dach

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COPY

City of Bexley, Ohio
2242 East Main Street, 43209 285-8694

City Council

David H. Madison, Mayor

Albert J. Myers, President
John M. Brennan
John T. Loehnert
Mark R. Masser
John H. Offenberg
Joanne H. Ranft
Robert K. Schmitz
James H. Gross, City Attorney
John W. Hornberger, Auditor

January 10, 1989

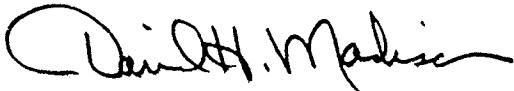
Robert Sauter
Attorney at Law
225 E. Broad Street
Columbus, Ohio 43215

Re: Lodge Political Screening Committee

Dear Mr. Sauter:

This letter sets forth the understanding of the City of Bexley in regard to an issue raised during collective bargaining negotiations with the Lodge. It is the position of the City that Lodge-represented bargaining unit members may participate in the activities of the Lodge's Political Screening Committee provided that: (1) said activities are undertaken by the bargaining unit member solely on behalf of the Lodge, and (2) no representation is made by said member that the activities are undertaken on behalf of the City. Thus, while engaged in such activity, a bargaining unit member cannot identify himself/herself as a Bexley police officer and/or perform said activity in uniform. Except as provided herein, all Department Rules of Conduct on political activity are fully applicable to bargaining unit members.

Sincerely,



David H. Madison
Mayor, City of Bexley

DHM/kac