

STATE EMPLOYMENT  
RELATIONS BOARD

2012 AUG 27 A 11: 26

0757-01

11-MED-10-1498

11-MED-10-1499

K#28493

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

**EFFECTIVE JANUARY 1, 2012**

**THROUGH**

**DECEMBER 31, 2014**

## TABLE OF CONTENTS

ARTICLE	PAGE NO.
<b>ARTICLE 1 AGREEMENT</b> .....	<b>1</b>
Section 1.1. Agreement.....	1
Section 1.2 Purpose .....	1
Section 1.3 Severability .....	1
Section 1.4 Amendment of Agreement .....	1
Section 1.5 Past Benefits and Practices .....	1
<b>ARTICLE 2 RECOGNITION</b> .....	<b>1</b>
Section 2.1 Recognition.....	1
Section 2.2 Bargaining Units .....	1
<b>ARTICLE 3 LODGE SECURITY</b> .....	<b>2</b>
Section 3.1 Dues Deduction .....	2
Section 3.2 Fair Share Fee .....	2
Section 3.3 Lodge Responsibility .....	2
Section 3.4 City Responsibility .....	2
Section 3.5 Errors in Processing.....	2
Section 3.6 Bulletin Board.....	3
Section 3.7 Ballot Boxes.....	3
Section 3.8 Use of Intra-Department Mail System and City E-Mail.....	3
<b>ARTICLE 4 NONDISCRIMINATION</b> .....	<b>3</b>
Section 4.1 Joint Pledge.....	3
Section 4.2 City Pledge.....	3
Section 4.3 Lodge Pledge .....	3
<b>ARTICLE 5 GRIEVANCE PROCEDURE</b> .....	<b>3</b>
Section 5.1 Grievance Defined .....	3
Section 5.2 Qualifications.....	3
Section 5.3 Jurisdiction.....	4
Section 5.4 Grievance Procedure.....	4
Section 5.5 Time Off For Presenting Grievances .....	6
Section 5.6 Time Limits .....	6
Section 5.7 Representatives In Meetings .....	7
Section 5.8 Grievance Forms.....	7
Section 5.9 Appeal From Mayor's Disciplinary Decision .....	7
<b>ARTICLE 6 ARBITRATION</b> .....	<b>7</b>
Section 6.1 Selection Of Arbitrator .....	7
Section 6.2 Authority Of Arbitrator.....	7
Section 6.3 Arbitration Costs.....	8
Section 6.4 Arbitrator's Award .....	8

<b>ARTICLE 7</b>	<b>LODGE REPRESENTATION.....</b>	<b>8</b>
Section 7.1	Lodge Representatives.....	8
Section 7.2	Grievance Representatives.....	8
Section 7.3	Lodge Negotiations Committee Members.....	8
<b>ARTICLE 8</b>	<b>MANAGEMENT RIGHTS .....</b>	<b>8</b>
Section 8.1	Management Rights And Responsibilities.....	8
Section 8.2	Matters Bargained And Not Bargained .....	9
<b>ARTICLE 9</b>	<b>INTERNAL REVIEW PROCEDURE .....</b>	<b>9</b>
Section 9.1	Requirements .....	9
Section 9.2	Exceptions.....	10
Section 9.3	Complaint Philosophy .....	11
<b>ARTICLE 10</b>	<b>CORRECTIVE ACTION AND RECORDS.....</b>	<b>11</b>
Section 10.1	Corrective Action For Cause .....	11
Section 10.2	Progressive Corrective Action .....	11
Section 10.3	Departmental Hearings .....	11
Section 10.4	Appeal From Mayor's Disciplinary Decision .....	11
Section 10.5	Duration Of Records.....	11
Section 10.6	Advise And Instruction Memorandum .....	12
Section 10.7	Review Of Personnel Files .....	12
Section 10.8	Disclosure Of Personnel Files .....	12
Section 10.9	Indemnification.....	13
Section 10.10	Inaccurate Documents .....	13
Section 10.11	Performance Evaluations .....	13
Section 10.12	Placement Of Material In Personnel File.....	13
<b>ARTICLE 11</b>	<b>WORK RULES AND DIRECTIVES .....</b>	<b>13</b>
Section 11.1	New Work Rules.....	13
Section 11.2	Effect of Work Rules .....	13
<b>ARTICLE 12</b>	<b>LABOR RELATIONS MEETING .....</b>	<b>13</b>
Section 12.1	Philosophy .....	13
Section 12.2	Time Of Meetings.....	14
Section 12.3	Purpose .....	14
Section 12.4	Release of Members .....	14
Section 12.5	Miscellaneous .....	15
<b>ARTICLE 13</b>	<b>LAYOFFS/JOB ABOLISHMENTS .....</b>	<b>15</b>
Section 13.1.	Action .....	15
Section 13.2	Recall And Reinstatement .....	15

<b>ARTICLE 14 MISCELLANEOUS.....</b>	<b>15</b>
Section 14.1 Health And Safety.....	15
Section 14.2 Agreement Copies .....	16
Section 14.3 Liability Insurance .....	16
Section 14.4 Drug & Alcohol Free Workplace .....	16
Section 14.5 Fitness Program .....	16
<b>ARTICLE 15 WAGES .....</b>	<b>19</b>
Section 15.1 Wages .....	19
Section 15.2 Step Advancement .....	20
Section 15.3 Bi-Weekly Pay .....	20
Section 15.4 Application Of Pay Rates .....	20
Section 15.5 Advanced Start Pay.....	20
<b>ARTICLE 16 LONGEVITY AND SHIFT DIFFERENTIAL.....</b>	<b>20</b>
Section 16.1 Longevity Pay .....	20
Section 16.2 Longevity Pay Upon Separation.....	20
Section 16.3 Overtime Calculation.....	21
Section 16.4 Shift Differential Pay .....	21
Section 16.5 Method Of Shift Differential Payment .....	21
<b>ARTICLE 17 HOLIDAYS.....</b>	<b>21</b>
Section 17.1 Holidays.....	21
Section 17.2 Holiday Pay On Day Off .....	21
Section 17.3 Holiday Pay On Work Day And Overtime.....	21
Section 17.4 Payment Of Holiday Pay .....	22
<b>ARTICLE 18 REGULAR WORK PERIODS AND OVERTIME .....</b>	<b>22</b>
Section 18.1 Definition.....	22
Section 18.2 Shift Assignments .....	22
Section 18.3 Overtime .....	22
Section 18.4 Compensatory Time.....	22
Section 18.5 Compensatory Time Annual Conversion .....	22
Section 18.6 Vacation Time Waiver Prohibited .....	22
Section 18.7 Time Adjustment .....	22
Section 18.8 Application To Special Duty .....	23
Section 18.9 Substitution (Trading) Of Time .....	23
Section 18.10 Call In/Court Pay .....	23
Section 18.11 Bicycle Patrol.....	24
Section 18.12 Probationary Officer's Field Training.....	24
<b>ARTICLE 19 WORKING OUT OF RANK .....</b>	<b>24</b>
Section 19.1 Working Out Of Rank .....	24
Section 19.2 Field Training Officer.....	24

<b>ARTICLE 20 VACATION .....</b>	<b>24</b>
Section 20.1 Vacation Accrual Rates .....	24
Section 20.2 Personal Leave .....	25
Section 20.3 Annual Vacation And Personal Leave Scheduling.....	25
Section 20.4 Casual Vacation And Personal Leave Scheduling.....	26
Section 20.5 Vacation Accrual And Carry Over .....	26
Section 20.6 Additional Considerations .....	27
 <b>ARTICLE 21 INSURANCE .....</b>	 <b>27</b>
Section 21.1 Insurance .....	27
Section 21.2 Life Insurance .....	27
Section 21.3 Premium Payment.....	27
 <b>ARTICLE 22 SICK LEAVE.....</b>	 <b>27</b>
Section 22.1 Sick Leave Accrual .....	27
Section 22.2 Use Of Sick Leave .....	27
Section 22.3 Sick Leave Approval .....	28
Section 22.3A Multiple Mark-Offs.....	28
Section 22.4 Termination Of Service .....	29
Section 22.5 Wellness Payment.....	29
 <b>ARTICLE 23 INJURY LEAVE .....</b>	 <b>29</b>
Section 23.1 Paid Injury Leave.....	29
Section 23.2 Distinguished From Sick Leave.....	30
Section 23.3 Injury Leave Administration.....	30
Section 23.4 Coordination With Workers' Compensation.....	30
 <b>ARTICLE 24 BEREAVEMENT LEAVE .....</b>	 <b>30</b>
Section 24.2 Bereavement Leave.....	30
 <b>ARTICLE 25 CLOTHING ALLOWANCE .....</b>	 <b>30</b>
Section 25.1 Clothing Allowance .....	30
Section 25.2 Bulletproof Vests .....	31
 <b>ARTICLE 26 SPECIAL DUTY .....</b>	 <b>31</b>
Section 26.1 Special Duty Assignments .....	31
 <b>ARTICLE 27 MILITARY LEAVE/JURY DUTY .....</b>	 <b>31</b>
Section 27.1 Military Leave .....	31
Section 27.2 Court Leave .....	32
 <b>ARTICLE 28 TUITION REIMBURSEMENT AND TRAINING .....</b>	 <b>32</b>
Section 28.1 Participation.....	32
Section 28.2 Reimbursement.....	32
Section 28.3 Tuition Reimbursement Repayment .....	32
Section 28.4 Mileage For Training.....	32

<b>ARTICLE 29 SERVICE WEAPON AND BADGE .....</b>	<b>32</b>
Section 29.1 Purchase Of Service Handgun .....	32
<b>ARTICLE 30 NO STRIKE/NO LOCKOUT .....</b>	<b>33</b>
Section 30.1 No Strike .....	33
Section 30.2 No Lockout .....	33
<b>ARTICLE 31 WAIVER IN CASE OF EMERGENCY .....</b>	<b>33</b>
Section 31.1 Waiver.....	33
Section 31.2 Mayor's Action.....	33
Section 31.3 Grievance Processing.....	33
<b>ARTICLE 32 DURATION .....</b>	<b>34</b>
Section 32.1 Duration .....	34
Section 32.2 Dispute Resolution Procedure .....	34
Section 32.3 Signatures .....	34

## **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 "City"), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as "Lodge").

**Section 1.2. Purpose.** This Agreement is made for the purpose of setting forth the understandings and agreements between the City and the Lodge governing the wages, hours, terms and other conditions of employment for those employees (herein identified as "member" or "members") included in the Bargaining Units 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 City and the Lodge 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 City and the Lodge will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, to negotiate 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 City and the Lodge 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 members included in the Bargaining Units 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 Units.** The Bargaining Units shall consist of (1) all full-time regular policemen and policewomen in the rank of Police Officer; and (2) all full-time regular police officers in the rank of Sergeant. Excluded from inclusion within either unit are the positions of Captain and 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 and in case No. 95-REP-08-0148, dated October 4, 1995.

Reference in this Agreement to member(s) shall refer to members of both bargaining units, unless specified otherwise.

## 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 a member on a form to be provided and which may be presented to the City by the member or representative. The City shall also deduct initiation fees and assessments of the Lodge upon presentation of a written deduction authorization by the member.

Section 3.2. Fair Share Fee. A 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 fails to become a dues paying member of the Lodge within sixty (60) days of initial hire, 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 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.

Section 3.3. Lodge Responsibility. The parties agree that the City assumes no obligations, 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 a member 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 members 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 Lodge only, and for no other organization attempting to represent the members within the bargaining units 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 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, 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 and City E-Mail. 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. 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. The lodge shall also be provided access to the City's e-mail system for purposes of communicating with its members in regard to matters for which the Lodge may use the Intra-Department mail system. No assurance of confidentiality shall attach to the Lodge's use of the City's e-mail system.

#### **ARTICLE 4 – NONDISCRIMINATION**

Section 4.1. Joint Pledge. Neither the City nor the Lodge shall discriminate against any member on the basis of age, sex, sexual orientation, race, color, creed, religion, ancestry, national origin, disability, military service, or application for participation in the Ohio Workers' Compensation Program, as provided by law.

Section 4.2. City Pledge. The City agrees not to interfere with the rights of members to become members of the Lodge, and the City shall not discriminate, interfere, or coerce any member because of Lodge membership or because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 4.3. 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 member(s) or by the Lodge as exclusive representative to enforce its rights under the Agreement or on behalf of a group of 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 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 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 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.

While the following steps and procedures are to be utilized in the resolution of grievances, a member and his or her immediate supervisor are encouraged, but not required, to informally discuss whether a matter in dispute might be resolved without the filing of a grievance.

Informal Discussion Procedure: A grievance may be processed through an oral discussion with the grievant's immediate supervisor within seven (7) calendar days of the day the grievant became aware or should have become aware of the incident giving rise to the grievance. If the informal discussion is used, the immediate supervisor shall meet informally with the grievant. Neither the supervisor nor the grievant shall be represented in these informal discussions, except by a local grievance representative.

Formal Procedure:

A. Step One.

1. If the grievance is not resolved to the satisfaction of the grievant using the informal discussions outlined above, or if the informal discussions are not utilized, the grievance shall be reduced to writing and filed with the grievant's immediate supervisor no later than fourteen (14) calendar days from the date the grievant became aware or should have become aware of the incident giving rise to the grievance. This written grievance shall be submitted to the supervisor on the Grievance Form. The supervisor shall date-stamp the Form on the date of its receipt.
2. As soon as is practicable, but no later than seven (7) calendar days after 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.

B. Step Two.

1. Should the grievant not be satisfied with the response to the grievance at Step One of the procedure, the grievant may appeal the grievance to the Chief. The grievant shall initiate this appeal within seven (7) calendar days after receipt of the Step One 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. The Office of the Chief shall date-stamp the Grievance Form on the date of its receipt.
2. Within fourteen (14) calendar days of his or her receipt of the Grievance Form, the Chief 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 a Grievance Representative and/or a non-employee Lodge Representative. The Chief 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, the Grievance Representative, and/or Lodge Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The Chief may elect to inquire of the grievant or respond in the meeting in addition to the required written response.
4. Within seven (7) calendar days after the meeting at this Step, the Chief shall submit to the grievant a written response to the grievance, which response shall be signed and dated.
5. The Chief may name a designee to investigate, hear, and respond to the grievance.

C. Step Three.

1. Should the grievant not be satisfied with the response to the grievance at Step Two of the procedure, the grievant may appeal the grievance to the Mayor/Safety Director. The grievant shall initiate this appeal within seven (7) calendar days after receipt of the Step Two 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 fourteen (14) calendar days of receipt of the Grievance Form, the Mayor/Safety Director 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 a Grievance Representative and/or a non-employee Lodge Representative. The Mayor/Safety Director may be joined in the meeting by the Chief and designated City Representative(s).
3. At the meeting called for at this Step, the grievant, the Grievance Representative and/or Lodge Representative will be permitted to give a full explanation of the

grievance and the material facts relating thereto. The Mayor/Safety Director may elect to inquire of the grievant or respond in the meeting in addition to the required written response.

4. Within fourteen (14) calendar days after the meeting at this Step, the Mayor/Safety Director 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 Three, 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 office of the Mayor/Safety Director within fourteen (14) calendar days after the grievant's receipt of the Mayor/Safety Director's written response.
6. The Mayor/Safety Director may name a designee to investigate, hear, and respond to the grievance.

Section 5.5. Time Off For Presenting Grievances. A 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 or her 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 a grievance or a response to a grievance or grievance appeal, the 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 5.4 after the Informal Discussion, 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 City and the Lodge 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. Unless agreement is reached by mutual agreement as to the selection of an arbitrator, the City or the Lodge, through designated representatives will request the American Arbitration Association to submit a panel of seven (7) labor arbitrators (with residences and/or business offices in Ohio) 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 the City or the Lodge 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 the City and the Lodge, unless the City and the Lodge 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 or herself 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. 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 the City or the Lodge 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, the grievant, and the City, subject to appeal under the provisions of Chapter 2711 of the Ohio Revised Code.

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 the City and the Lodge. 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 the City and the Lodge 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 President shall designate no more than three (3) Lodge members of the Police Officer Bargaining Unit, preferably one from each shift, and one (1) Lodge member of the Sergeant's Bargaining Unit, to serve as Grievance Representatives.

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.

Section 7.3. Lodge Negotiations Committee Members. Not more than three (3) Lodge members of the Police Officer bargaining unit and one (1) Lodge member of the Sergeant's bargaining unit shall be released with pay to attend negotiations meetings where the meeting coincides with the member's duty time. A member whose duty hours do not coincide with negotiations meeting times shall be compensated at his or her straight time rate, through either straight time pay or through hour for hour compensatory time, for attendance at negotiations meetings.

## **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 members;
- 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 members;
- 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; and
- 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 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 investigations.

- A. Reasonably in advance of an investigation interview, written notification will be given to a member containing the allegations made against the member. This notification shall also contain the specific facts which support the allegations against the member and advise the member as to whether the investigation is criminal or administrative in nature.
- B. Upon receipt of notification of an administrative investigation interview, a member, or his or her Lodge Representative, may make a public records request to the Chief to obtain all records relative to the administrative investigation which are subject to release under the State Public Records Law. The Chief will provide such requested

public records to the member and/or his or her Lodge Representative, reasonably in advance of the investigation interview.

- C. Investigation interviews shall be scheduled so that the member has a reasonable opportunity to obtain a Lodge Representative, who shall be permitted to be present at the investigation interview. Where the reasonable opportunity has been provided and a Lodge Representative has been contacted to attend a scheduled interview, the City need not wait more than two (2) hours after the originally scheduled interview time to conduct the interview without the Lodge Representative should the Lodge Representative be absent or unavailable at the originally scheduled time. Further, it is understood that if the expected result of the interview is that the member to be interviewed will receive no discipline greater than a documented counseling, the member's opportunity to contact a Lodge Representative will be limited to the contacting of a Grievance Representative who shall be permitted to represent the member at the interview. If during the interview, the City becomes aware of issue(s) not previously known that could result in the member receiving discipline greater than a documented counseling, the City will immediately terminate the interview and afford the member the opportunity to contact a Lodge Representative other than a Grievance Representative. The member is to be advised at the beginning of the interview if it is a criminal investigation interview.
- D. All investigation interviews shall be taped by the City. A copy of the tape and transcript, if made, shall be provided by the City to the member being investigated, or to his or her Lodge Representative, if requested.
- E. No anonymous complaints will be acted upon by the Chief, unless there is sufficient corroborative evidence.
- F. 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.
- G. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.
- H. No polygraph examination of the member shall be conducted without a member's consent.
- I. These same requirements shall apply to members called as witnesses.

**Section 9.2. Exceptions.** It is understood that the minimum requirements specified in Section 9.1 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 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, and the provisions of Section 9.1 shall apply.

Section 9.3. Complaint Philosophy. The City acknowledges that it will consider the lapse of time between the date an alleged incident occurs and the date the complaint is actually filed as one mitigating factor in the evaluation of the merit of the complaint. The City will adopt a complaint form utilizing appropriate notice language consistent with statutory requirements.

## **ARTICLE 10 – CORRECTIVE ACTION AND RECORDS**

Section 10.1. Corrective Action For Cause. No 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 Chief. The progression may include a documented counseling, a written reprimand, and a suspension or reduction in pay for the same or related offenses prior to reduction in pay and position or 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 member will receive from the Chief a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by a Lodge Attorney or Lodge Representative, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses.

A member who is charged, or his or her Lodge Attorney or Representative, 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 serious offenses which could result in suspension or dismissal, the member may be relieved from performance of regular duty without loss of pay until a Departmental 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 to the Office of 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. Documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline of the same or similar nature

occurs within this one (1) year period, and the record of documented counseling 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 of the same or similar nature 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 of the same or similar nature 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 may be retained for no more than six (6) years after the date of issuance, provided that no intervening discipline of the same or similar nature occurs within this six (6) year period, and the record of a suspension shall have no further force and effect and shall be removed from the file upon the 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.
- E. Reductions in pay or position, or removals will not be removed from the member's personnel file.

Section 10.6. Advise And Instruction Memorandum. The Department may use an Advice and Instruction Memorandum for instruction purposes. Such a Memorandum is not part of the disciplinary progression and is not a progressive disciplinary record. An Advice and Instruction Memorandum may be retained for no more than six (6) months after the date of issuance.

Section 10.7. Review Of Personnel Files. Every member shall be allowed to review any of his or her personnel files at any reasonable time upon written request. A member may also authorize his or her Lodge attorney or representative 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 designee.

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

Section 10.8. Disclosure Of Personnel Files. If a request is made to review a personnel file pursuant to Ohio Revised Code Section 149.43 and the City intends to comply with the request, the

City will promptly notify the affected member that a request for disclosure has been made. The member shall be allowed to review the file prior to the request being honored if the member chooses.

Section 10.9. Indemnification. In the event that the City incurs or is threatened with liability or litigation as a result of its adherence to the provisions contained in Section 10.8 of this Agreement, the Lodge shall indemnify the City for any resulting monetary liability incurred by the City and shall reimburse the City for all attorneys' fees and related expenses incurred by the City in connection with the City's defense of its actions.

Section 10.10. 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 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 10.11. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties only as a representation that the member has read it and shall not be viewed as a representation that the member has concurred in any or all of the contents or comments therein. The member shall receive a copy of the evaluation in its final form and nothing shall be added thereafter.

Section 10.12. 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 all new or modified work rules shall be reduced to writing and provided to all 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 maintain Labor Relations Meetings as an active forum for the expression of mutual concerns.

The City and the Lodge shall not use this forum as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, this forum is seen as an adjunct to the collective bargaining process and as an aid in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside 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. Time Of Meetings. In general, the City and the Lodge will plan to hold meetings on a monthly basis. On a mutually agreeable day and time, the Mayor/Safety Director or his/her designated representative, the Chief of Police, and not more than three (3) other members of management shall meet with not more than three (3) member representatives and two (2) non-member representatives 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.

Agendas will be exchanged by both the City and the Lodge 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 12.3. Purpose. The purpose of such meetings 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 City as permitted by the Agreement which impact members.
- D. Disseminate general information of interest.
- E. Give the Lodge Representatives the opportunity to share the views of members and/or make suggestions on subjects of interest to members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- F. Discuss ways to increase productivity.

Section 12.4. Release of Members. A member who serves as a Lodge Representative in a Labor Relations meeting shall be released with pay to attend the monthly meeting if the meeting coincides with the member's duty time. A member whose scheduled duty hours do not coincide with the

monthly meeting time shall be compensated at his or her straight time rate, through either straight time pay or through hour for hour compensatory time, for attendance at the monthly meeting. Not more than one meeting per month shall be compensated in this fashion.

Section 12.5. Miscellaneous. Written responses, reasonably requested by the City or the Lodge during such meetings in regard to items discussed at such meeting, shall be furnished to the receiving party within ten (10) days after such meetings, unless the City and the Lodge mutually agree to a time extension. It is further agreed that if additional 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 abolishment is necessary, the City shall notify the affected members at least twenty-eight (28) days in advance of the layoff or job abolishment. 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 members prior to the City's notification to the affected employees. During such discussion, the Lodge and the City may examine alternatives to layoff or job abolishment, including but not limited to the use of incentives for senior member retirements.

Section 13.2. Recall And Reinstatement. When members 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 member and progressing to the least senior member. A member 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 member by certified mail with copies to the Lodge. The mailing shall be to the last mailing address provided by the member and the member has an obligation to keep the City advised of his or her current mailing address.

The recalled member shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of his or her 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 or agreed to.

### **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. In concert with this provision, all members will be issued bullet proof vests in accordance with City Policy. Such vests will be replaced per the manufacturer's replacement schedule. Members may choose a vest based upon fit, comfort, and threat level as determined by the Department, within the cost range as determined by the City. All members who do not wish to wear such issued vest will be required to

sign a vest waiver which indemnifies the City and its agents from any liability resulting from the member's choice to not wear this safety equipment.

- 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 or her 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 Meetings.

Section 14.2. Agreement Copies. As soon as possible, following the signing of this Agreement, the Lodge shall have printed forty-five (45) copies of this Agreement. Ten (10) copies shall be provided to the City.

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 members from loss, liability, claims and suits resulting from their job duties.

Section 14.4. Drug & Alcohol Free Workplace.

- A. Statement of policy. The City and the Lodge recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to the citizens of the City of Bexley by maintaining a drug and alcohol-free workplace.
- B. Testing. Any drug or alcohol testing conducted during the term of this Contract shall be in conformance with the Department's Policy, as developed in consultation with the Lodge.

Section 14.5. Fitness Program.

1. Overview. The City and the Lodge hereby establish a Fitness Program as set forth in this Section:
2. Goal. The Fitness Program is intended to encourage members to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness.
3. Voluntary Program for Members Hired Prior to July 1, 2000. The Fitness Program is entirely voluntary for members hired prior to July 1, 2000. Although members are encouraged to participate, they are not required to do so. No member shall suffer any adverse job action for refusing to participate. No member who participates in the program shall suffer any adverse job action should the member fail to achieve any fitness testing standard.

4. Mandatory Program for Employees Hired after July 1, 2000. Members hired after July 1, 2000 are required to maintain a fitness level set at the Tier 1 Standard (Entry level Bexley Police Officer Candidate Standards) in accordance with the procedures set forth in this Article. Such members are also eligible to participate in additional Incentive Tiers, in lieu of the Tier 1 standards.

Should a member who is required to meet the mandatory standard fail to successfully test at or above the required Tier 1 level, the member will be required to retest within ninety (90) days following such failure, until he or she successfully meets or exceeds the standard. Required retests will be scheduled by the Chief and Fitness Coordinators for all members subject to the mandatory standard.

The Chief may consider failure to meet mandatory standards in determining eligibility for elective training programs, assignments to the Detective Bureau, or other voluntary assignments.

5. Program Components. The Fitness Program shall have two (2) components: (1) recommended health screening and assessment and (2) fitness testing.
6. Health Screening, Assessment. All members may participate in screening services offered under the City's health insurance plan.
7. Fitness Testing. Fitness testing standards will consist of:

<b>7. FITNESS STANDARDS</b>
-----------------------------

TIER 1	SIT-UPS (1 MIN)		PUSH-UPS (1 MIN)		1.5 MILE RUN	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
20-29	35	35	26	20	13:22	15:57
30-39	32	32	20	15	14:08	16:35
40-49	27	27	15	10	14:56	17:24
50+	21	21	10	9	15:57	18:23

TIER 2	SIT-UPS (2 MIN)		PUSH-UPS (2 MIN)		1.5 MILE RUN		MAX BENCH PRESS	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
21-26	61	61	53	28	10:45	13:30	1.18	0.72
27-31	59	59	53	29	11:23	14:00	1.18	0.72
32-36	55	55	51	26	12:00	14:30	1.01	0.62
37-41	52	52	49	23	12:23	14:38	1.01	0.62
42-46	47	47	44	22	12:45	14:45	0.9	0.55
47-51	43	43	38	19	13:00	15:00	0.9	0.55
52-56	42	42	34	17	13:15	15:15	0.81	0.50
57-61	41	41	31	16	14:13	16:09	0.81	0.50
62+	40	40	29	14	15:00	17:17	0.74	0.48

TIER 3 AGE	SIT-UPS (2 MIN)		PUSH-UPS (2 MIN)		2 MILE RUN		MAX BENCH PRESS	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
21-26	80	80	75	46	13:00	15:36	1.63	1.01
27-31	82	82	77	50	13:18	15:48	1.63	1.01
32-36	76	76	75	45	13:18	15:54	1.35	0.82
37-41	76	76	73	40	13:36	17:00	1.35	0.82
42-46	72	72	66	37	14:06	17:24	1.2	0.77
47-51	66	66	59	34	14:24	17:36	1.2	0.77
52-56	66	66	56	31	14:42	19:00	1.05	0.68
57-61	64	64	53	28	15:18	19:42	1.05	0.68
62+	63	63	50	25	15:42	20:00	0.94	0.72

8. **Fitness Testing.** Fitness testing shall be administered by fitness coordinators and shall be conducted semi-annually. The specific dates will be determined by the Chief in conjunction with the fitness coordinators.
- 8.1. The City will conduct fitness testing at a designated facility that is equipped and adequate for such testing.
  - 8.2. The City will attempt to schedule fitness testing during members' regular work hours. Fitness testing shall be treated and compensated as straight-time pay, except where overtime is authorized for such testing held outside of a member's regular work hours.
  - 8.3. Tests will consist of either a 1.5-mile run or 2 mile run based on Tier level, 1 repetition max bench press on a free weight system (Tier 2 and 3), 1 minute push-ups and sit-ups (Tier 1), 2 minute push-ups and sit-ups (Tier 2 and 3).
  - 8.4. Testing will be accomplished in a sequence determined by the Fitness Coordinator(s).
9. **Fitness Coordinators.** One or more members shall be appointed "Fitness Coordinators". Fitness Coordinators shall be chosen from members who volunteer therefore.
- 9.1. Should more than three (3) members volunteer, the Chief shall appoint three (3) Fitness Coordinators from those who volunteer.
  - 9.2. There shall be no additional compensation for service as a Fitness Coordinator.
  - 9.3. All fitness Coordinators shall complete the Fitness Specialist class at the Ohio Police Officers Training Academy. All training fees shall be paid by the City.

10. Fitness Statement. No member may participate in the physical fitness program unless he/she signs a statement confirming the member has no known medical or other condition which would restrict his/her participation in the physical fitness program.
11. Recognition of Participants In the Incentive Program. Members who participate in the physical fitness program shall be recognized as follows:
- 11.1 A member who successfully completes one of the three (3) Tiers during a semi-annual testing session shall receive the incentive and award applicable to the Tier successfully completed:

<b>TIER</b>	<b>INCENTIVE</b>	<b>AWARD</b>
1	Eight (8) hours vacation leave.	Certificate of Completion Physical Fitness Ribbon
2	Sixteen (16) hours vacation leave or \$300.00, at member's option	Certificate of Completion Physical Fitness Ribbon
3	Twenty-four (24) hours vacation leave or \$600.00, at member's option	Certificate of Completion Physical Fitness Ribbon

- 11.2 At Tier 3, a member may only receive the vacation leave one time per calendar year.
- 11.3 The physical fitness ribbon may be worn by the member on his or her uniform during the calendar year in which it is awarded.
- 11.4 If a member elects to receive pay as his or her incentive, the compensation due to the member shall be paid within two (2) pay periods after the member successfully completes the physical fitness testing.
- 11.5 A member who participates in the physical fitness testing, but who does not successfully complete any Tier, shall be awarded a Certificate of Participation.

### ARTICLE 15 – WAGES

Section 15.1. Wages. The following wage rates for members shall be paid as set forth below:

A. Effective January 1, 2012

STEPS	1	2	3	4	5	SGT.
HOURLY	21.22	23.54	26.24	28.96	36.67	42.54
BIWEEKLY	1,697.60	1,883.20	2,099.20	2,316.80	2,933.60	3,403.20
ANNUAL	44,137.60	48,963.20	54,579.20	60,236.80	76,273.60	88,483.20

Section 15.2. Step Advancement. For Police Officers, Step 1 is the starting wage rate except as provided in Section 15.5. Advancement to Step 2 shall occur after one year of service in Step 1; advancement to Step 3 shall occur after one year of service in Step 2; Advancement to Step 4 shall occur after one year of service in Step 3; and, advancement to Step 5 shall occur after one year of service in Step 4. Each step increase as set forth in Section 15.1 shall be effective on each member's anniversary date of hire.

Upon promotion, a Sergeant shall receive the rate of pay set forth for this rank.

Section 15.3. Bi-Weekly Pay. All members shall be paid bi-weekly. Pay for each two week pay period will be paid on the Friday following the Sunday which ends the pay period.

Section 15.4. Application Of Pay Rates. The rates of pay set forth in Section 15.1 are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a bi-weekly period, and two thousand eighty (2,080) hours annually.

Section 15.5. Advanced Start Pay. At the sole discretion of the Chief, a Police Officer may receive starting pay at an advanced step rather than under Step 1, if, at the time the Officer becomes employed by the Department, he or she already has completed all of the requirements, and has received a certification of completion as required from the Ohio Peace Officer Training Council as necessary for his or her position with the Department, and has obtained all other certification necessary for his or her position with the Department or as based on the Officer's experience, education or expertise.

## **ARTICLE 16 – LONGEVITY AND SHIFT DIFFERENTIAL**

Section 16.1. Longevity Pay. All 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 first full pay following the member's anniversary date each year and shall be in accordance with the schedule below:

<u>Beginning Year</u>	<u>Effective January 1, 2012</u>
5	\$950
9	\$1100
13	\$1250
17	\$1500
21	\$1750

Section 16.2. Longevity Pay Upon Separation. Longevity pay shall be paid to a member upon the member's separation from employment in good standing, 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, but shall not be pro-rated if the member was killed in the line of duty.

Section 16.3. Overtime Calculation. For the purposes of overtime calculations only, longevity pay will be included to calculate the regular hourly rate of pay for the member.

Section 16.4. Shift Differential Pay. Shift differential pay, in the amount of \$1.00 per hour, shall be provided for a forty (40) hour work week and for which the majority of work hours occur after 2:00 P.M. and prior to 7:00 A.M., and to members normally assigned to such hours regardless of the shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leave, except for injury leave.

Section 16.5. Method Of Shift Differential Payment. Shift differential pay shall be paid only for actual hours worked during the workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, except for injury leave. If shift differential pay is applicable and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstance.

## ARTICLE 17 – HOLIDAYS

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

- New Year's 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, November 11
- Thanksgiving Day, fourth Thursday in November
- Christmas Day, December 25

Section 17.2. Holiday Pay On Day Off. When a holiday as set forth in Section 17.1 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. Holiday Pay On Work Day And Overtime. Whenever one of the holidays set forth in Section 17.1 falls on a 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 regular wages on that day.

Whenever a member works on a holiday on an overtime basis, the member will receive two (2) times his or her regular rate of pay for all overtime hours worked. Notwithstanding the number

of hours worked on the holiday, the City will pay the member a minimum payment equal to three (3) hours pay for that day.

Section 17.4. Payment Of Holiday Pay. 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.

Section 18.2. Shift Assignments. The City agrees that all Patrol shift assignments will be made based on seniority through the bidding process. On October 1 of each year, the Chief will post a schedule of Patrol shifts which will be bid starting with the most senior member. The schedule for the next year will be posted by October 15 of each year.

Section 18.3. 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, including shift differential increment and longevity increment. No member shall be paid for overtime work, which has not been authorized by a supervisor.

Section 18.4. Compensatory Time. A member may accumulate and maintain up to eighty (80) hours of compensatory time. The member must notify the City each pay period to indicate that this earned overtime will accumulate as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval.

Section 18.5. Compensatory Time Annual Conversion. A member may, at his or her option, be paid out for compensatory time hours which have been accumulated but not used in any calendar year, provided that the member designate to the City by January 31 of the following year the number of hours the member requests to be paid for. Such payment shall be made at the member's hourly rate of pay as of December 31 of the calendar year in which the compensatory time was earned and accrued. Such payment shall be made in February of the following year.

Section 18.6. Vacation Time Waiver Prohibited. When either annual or casual vacation leave is requested by a member and approved, the member may not thereafter waive vacation leave use in favor of use of compensatory time for the period of time in which vacation leave was requested and approved.

Section 18.7. Time Adjustment. During a given pay period, a member who works hours that would otherwise be compensated at the overtime rate, may, at his/her option and with the approval of the shift supervisor, adjust his or her work schedule during that pay period. Time adjustments will only be approved when staffing levels allow and will not result in additional overtime.

The following examples illustrate time adjustments under this Section:

- A member who works 3pm – 11pm, is called in at 11am to cover a shift shortage. The member may end his/her tour at 7pm if staffing levels permit.
- A member is temporarily assigned to training Monday through Friday. His/her regular days off are Tuesday/Wednesday. The member may take Saturday/Sunday, or any other days off in lieu of the days they are assigned to training.
- A member is subpoenaed to court during their off duty hours and is entitled to three (3) hours overtime. The member may, with supervisory approval, adjust his or her time by taking the three (3) hours off in lieu of receiving overtime pay.

Section 18.8. 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 18.9. 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 18.10. Call In/Court Pay.

- A. When a member is ordered to report to work at a time which is not contiguous to his or her regularly scheduled shift, the member shall be paid for a minimum of three (3) hours at the overtime rate, including any longevity increment. 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 three (3) hours overtime, including any longevity increment, for all court appearances.
- C. Paragraph A of this Section shall not apply if the member is ordered to report either for a disciplinary hearing where the member is the subject of such disciplinary hearing or for a grievance hearing where the member is the grievant.
- D. If the City provides pagers to members as a means of communications, a member will be compensated for the time of response, subject to receipt of a minimum of fifteen (15) minutes of pay at the appropriate overtime rate.

**Section 18.11. Bicycle Patrol.** The Chief may create a bicycle patrol and establish special shifts to facilitate the implementation of the patrol. Such shifts may begin during the normal hours of a regular shift and continue into the normal hours of the next regular shift. Staffing of the bicycle patrol will be specific to the patrol and will not adversely effect the granting of vacation nor result in the rebidding of shift assignments as set forth in Section 18.1(A). Bicycle patrol staffing is not considered part of normal staffing patterns contained in Article 20 applicable to vacation scheduling. The Chief may, at his or her discretion, reassign a member from his or her normal shift assignment for the purpose of staffing the bicycle patrol on the member's regular shift or on the special shift applicable to the patrol.

**Section 18.12. Probationary Officer's Field Training.**

- A. During their ten (10) week training period, probationary officers will rotate shifts as needed. At the sole option of the Chief, a probationary officer may be required to rotate through an additional three (3) week training period, provided that the Chief retains the option to recommend a probationary officer's separation for unsatisfactory service without utilization of this additional rotation.
- B. Such shift rotation may result in the assignment of one (1) Sergeant, two (2) non-probationary Police Officers and one (1) probationary Police Officer in training to a given shift. This modified staffing provision is for training purposes only and is not to be utilized for vacation and other leave purposes.

**ARTICLE 19 – WORKING OUT OF RANK**

**Section 19.1. Working Out Of Rank.** A member who is required to accept responsibilities and carry out the duties of a higher rank for a period of at least one (1) hour shall be paid at the rate of pay of the higher rank for each hour so worked. Such payment will be for hours actually worked performing the duties of the higher ranked position and specifically does not include payment for leave time at the rate of pay for the higher ranked position

**Section 19.2. Field Training Officer.** Any member who serves as a Field Training Officer shall receive an additional \$2.00 for each hour the member serves as an FTO.

**ARTICLE 20 – VACATION**

**Section 20.1. Vacation Accrual Rates.** The following shall be the vacation accrual rate for members:

<b>Beginning Years of Service</b>	<b>Vacation Hours</b>
1	88
4	112
8	144
12	152
15	184

18	192
22	232

Section 20.2. Personal Leave. In addition to any vacation accrued, each member will receive forty (40) personal hours leave per calendar year, except that during a member's first calendar year of service, personal leave entitlement is as follows:

- If a member is hired between January 1 and March 31, that member is entitled to forty (40) personal hours to be used during the remainder of that calendar year.
- If a member is hired between April 1 and June 30, that member is entitled to thirty-two (32) personal hours to be used during the remainder of that calendar year.
- If a member is hired between July 1 and September 30, that member is entitled to twenty-four (24) personal hours to be used during the remainder of that calendar year.
- If a member is hired between October 1 and December 31, that member is entitled to sixteen (16) personal hours to be used during the remainder of that calendar year.

Section 20.3. Annual Vacation And Personal Leave Scheduling. Vacation and personal 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 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, members will indicate on the annual calendar their individual requests for vacation and personal 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 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 as a City of Bexley Police Officer) shall govern in case of conflict, provided that:
  1. The Chief will approve vacation and/or personal leave, provided that such leave will not result in fewer than one (1) Sergeant and three (3) uniformed Police Officers, or four (4) uniformed Police Officers, per shift to be on duty.
  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 leave on any day declared as an emergency pursuant to Section 31.1 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 in reverse seniority.

Section 20.4. Casual Vacation And Personal Leave Scheduling. Vacation and personal 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 or designated supervisor. Normally the Chief or designated supervisor 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 leave on the annual calendar; and
2. Such leave will not result in fewer than one (1) Sergeant and three (3) uniformed Officers, or four (4) uniformed Officers, per shift to be on duty; and
3. If the Department hires an additional officer(s), then the number of Officers working will be increased accordingly; and
4. Any vacation or personal leave may be canceled on any day declared as an emergency pursuant to Section 31.1 and/or when an unexpected and extraordinary situation develops where additional officers are needed to maintain control and to preserve the public safety; and
5. Members shall be able to take such leave approved by their immediate supervisor in increments of no less than one-half (1/2) hour. This leave may be granted during a shift, or within twenty-four (24) hours prior to planned use, if minimum manpower requirements and work load make it possible. The supervisor's decision to grant or not grant such leave is grievable to step three (Mayor/Safety Director) but is not arbitrable. The supervisor on duty will decide after a call off occurs whether to work short or to opt for a call in.

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 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 member's anniversary date. Notwithstanding the foregoing, a maximum of eighty (80) hours of vacation leave may be carried over from year to year upon the written request of a member to the Chief. Members with twenty-two (22) or more years of vacation

eligibility may carry over a maximum of one hundred and twenty (120) hours of vacation leave upon the written request of a member to the Chief.

**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 or personal leave to his or her credit, shall be paid in a lump sum for such unused leave to his or her credit at the time of separation.
- B. When a member dies while in paid status, any unused leave to his or her credit shall be paid in a lump sum to the surviving spouse, or to 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 or she shall be paid at the rate of one and one-half (1 1/2) times the member's straight time hourly rate of pay for all hours worked.

**ARTICLE 21 – INSURANCE**

**Section 21.1. Insurance.** Members shall be furnished 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.

**Section 21.2. Life Insurance.** The City will furnish, at no cost to the member, life insurance in the amount of \$100,000. This coverage amount shall be doubled for a member who is killed in the line of duty. Members shall be afforded the opportunity to purchase additional life insurance coverage solely at the member's expense for any additional coverage.

**Section 21.3. Premium Payment.** Effective May 1, 2012, the following percentages of the premiums shall be paid by the City and each member for single or family coverage under the health insurance plan:

<b>PREMIUM SHARE</b>	<b>SINGLE</b>	<b>FAMILY</b>
<b>City</b>	80%	80%
<b>Member</b>	20%	20%

Effective May 1, 2012, bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.

**ARTICLE 22 – SICK LEAVE**

**Section 22.1. Sick Leave Accrual.** For each completed eighty (80) hours in paid status, [seventy nine (79) hours or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or vice versa occurs] a member shall earn 4.616 hours of sick leave. The

amount of sick leave time, which may be accrued, is 1,920 hours. All hours of sick leave accrued in excess of 1,920 hours shall annually be converted into a cash payment on the basis of one hour of pay for each hour of unused sick leave which shall be paid to a member as soon as practicable after the close of each calendar year. Sick leave shall accrue and be recorded at the member's base rate of pay in effect during the pay period when the sick leave is earned. Each time a member is approved to convert sick leave, the sick leave available which accrued at the lowest base rate of pay shall be credited first. All sick leave accrued prior to the effective date of ordinance 15-90 shall be accounted for as if it has been earned at the base rate of pay in effect on January 1, 1990. 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 member or a member of his or her immediate family.
- B. Exposure of the member 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 member's immediate family.
- D. Necessary medical, dental or optical examinations or treatment of the member or a member of his or her immediate family.
- E. Pregnancy, childbirth and/or related medical conditions.

For the purpose of this Article, the "immediate family" is defined as only: mother, step-mother, father, step-father, brother, sister, child, stepchild, spouse, grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-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 the on-duty supervisor or dispatcher of the sick leave use at least two (2) 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 member may be required to submit to a medical examination if the City suspects sick leave abuse.

The City may require a member 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.

Prior to returning to duty, any member who is marked off sick for a period of three (3) or more days must provide a certificate from his or her attending physician or practitioner indicating the nature of the illness, the necessity for the member to be marked off and the member's fitness for return to normal police duties.

Section 22.3A. Multiple Mark-Offs. For members, the first two (2) days of the seventh and any subsequent sick mark off in a calendar year will be without pay unless one of the following exceptions apply:

1. Intermittent periods of sick leave for the same illness or injury, documented by the member's attending physician, will be counted as one mark off if they occur within a thirty (30) day period from the date the member returns to work. The member must submit a letter, with the medical documentation specified in this paragraph, to the City requesting that the mark offs be combined.
2. Bereavement leave.
3. FMLA leave.

Section 22.4. Termination Of Service. When a member terminates service, he or she also will receive one (1) hour of pay for each eight (8) hours of unused sick leave to his or her credit for a total unused sick leave up to and including 320 hours; one (1) hour of pay for each four (4) hours of unused sick leave in excess of 320 up to and including 1,920 hours. The payment shall be calculated in accordance with Section 22.1 and shall constitute payment in full of all sick leave credit accrued but unused by the member. No pay will be made to any member for any unused sick leave, unless it is in excess of 232 hours.

When a member dies while on paid status, all unused sick leave to his or her credit shall be paid in a lump sum to his or her surviving spouse, or secondarily, to his or her 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 or her 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 or her surviving spouse, or secondarily, to his or her estate.

Section 22.5. Wellness Payment. Any member who works an entire calendar quarter of a year without any use of sick leave shall be paid eight (8) hours of straight time which will be paid, if practicable, the next full pay period. A member may convert these hours to vacation leave, provided that advance notice is given by the member to the Chief of this option by the end of each calendar quarter in which payments would otherwise be made. Use of sick leave as bereavement or FMLA leave or use of injury leave under Article 23 shall not deprive a member of the Wellness Payment.

## ARTICLE 23 – INJURY LEAVE

Section 23.1. Paid Injury Leave. All members shall be allowed injury leave with full regular salary not to exceed one thousand and forty (1,040) hours 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 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 member and the City whereby the member agrees to reimburse the City for any wage or salary benefits received by the member 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 member's immediate family member, as defined in Section 22.2, the 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 member 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 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 not to exceed one thousand dollars, (\$1,000) per calendar year.

Except that during a member's first year of employment, such member shall be outfitted, as per the Chief's list of apparel, at the City's expense. Invoices on such purchases are to be made to the City.

A member who is transferred from patrol duty to the Detective Bureau shall be entitled to an additional seven hundred dollars (\$700) clothing allowance upon his or her initial transfer to the Detective Bureau.

The City agrees that up to three hundred and sixty dollars (\$360) of the annual clothing allowance may be used, at a member's option, for dry cleaning of uniform parts. The City will contract with a City-approved vendor to provide this service.

Section 25.2. Bulletproof Vests. Each member shall be issued a bulletproof vest at no cost to the member and without deduction from his or her clothing allowance.

All members are mandated to wear such bulletproof vest while on duty or have a signed waiver on file with the City.

### **ARTICLE 26 – SPECIAL DUTY**

Section 26.1. Special Duty Assignments. 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. The rate of pay for special duty shall be set by the Chief after consultation with the Lodge.

All special duty assignments, approved by the Chief, within the City of Bexley, shall be worked by 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 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 or her 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 twenty-two (22) work days or 176 hours in each calendar year. Should such service exceed this period of time, the member shall receive the difference, if any, between his or her regular pay and military pay.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no 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. The leave will cover the official period of the emergency.

Section 27.2. Court 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. The City will not pay members when appearing in court for criminal or civil cases, when the case is being heard in connection with the member's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile. These absences shall be leave without pay or vacation time at the discretion of the member. A member shall request prior approval for court leave.

## **ARTICLE 28 – TUITION REIMBURSEMENT AND TRAINING**

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 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.

Section 28.2. Reimbursement. For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of \$4,000.00 effective January 1, 2009, provided that the member satisfactorily completes the approved course by attaining a grade of C or better, or a pass in the case of a pass-fail course. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks. The amount of the reimbursement for textbooks and laboratory fees shall be deducted from a member's maximum reimbursable tuition 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 receipt for textbooks and laboratory fees. However, any member who is granted course credit through verified learning experience or CLEP/DANTES examinations shall be reimbursed the cost of the test and/or application fee.

Section 28.3. Tuition Reimbursement Repayment. If a member within two (2) years of receipt of tuition reimbursement leaves City employment for any reason other than to commence regular or disability retirement, or layoff or job abolishment, the member shall repay the City any and all tuition reimbursement received during the two (2) year period prior to leaving City employment.

Section 28.4. Mileage for Training. The City will provide mileage reimbursement from Bexley Police Headquarters to any training location outside Franklin or any of the counties contiguous to Franklin County. In addition, the City will provide mileage reimbursement from Bexley Police Headquarters to the Ohio Peace Officer Training Academy in London, Ohio. Such reimbursement shall be made at the IRS rate.

## **ARTICLE 29 – SERVICE WEAPON AND BADGE**

Section 29.1. Purchase of Service Handgun. A member who honorably retires from active duty may purchase his/her service handgun from the City and shall be entitled to receive a badge signifying the member's retired status. The cost of the service handgun shall be \$1.00.

If a member is marked-off for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun and/or badge, unless the member provides the Chief with a statement within ninety (90) days after the member's retirement from a psychiatrist or licensed psychologist that the member is competent to receive his/her service handgun and/or badge. If such a statement is provided to the Chief within ninety (90) days after the member's retirement, the member shall be given the opportunity to purchase his/her service handgun and/or shall receive his/her badge.

In the event that a member retires in a dishonorable status due to a pending administrative investigation, the member's badge and gun will not be released. However, at the conclusion of said investigation, the Chief will make a final determination as to whether the badge and gun will be permanently withheld. The reasonableness of that decision shall be subject to the Grievance Procedure.

### **ARTICLE 30 – NO STRIKE/NO LOCKOUT**

Section 30.1. No Strike. The Lodge recognizes that 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 30.2. No Lockout. The City recognizes that it is prohibited from instituting a lockout of members. The City shall meet any obligation imposed upon it by state law.

### **ARTICLE 31 – WAIVER IN CASE OF EMERGENCY**

Section 31.1. 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:

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

Section 31.2. 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 31.3. Grievance Processing. Upon the termination of the emergency, should 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 32 – DURATION

Section 32.1. Duration. All of the provisions of this Agreement shall become effective January 1, 2012 unless otherwise specified. This Agreement shall continue in full force and effect until midnight, December 31, 2014.

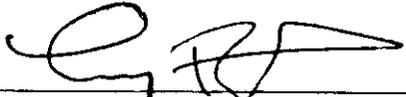
Section 32.2. Dispute Resolution Procedure. The statutory dispute resolution procedure set forth in Ohio Revised Code Section 4117.14, including final offer settlement proceedings under Ohio Revised Code Section 4117.14(D)(1), shall be applicable to reopener negotiations and to successor negotiations. Reopener negotiations for wages, health insurance, fitness pay, wellness incentive, uniform allowance and holidays shall commence no later than November 1, 2012. Negotiations for a successor agreement shall commence no later than November 1, 2014.

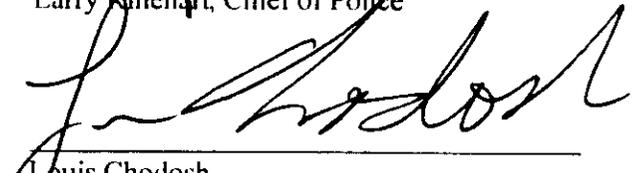
Section 32.3. Notwithstanding the provisions of section 32.2, the parties agree that the restrictions placed on the conciliator's authority set forth in O.R.C. section 4117.14(G)(11) shall not apply to reopener or successor negotiations. As such, the parties agree that a conciliator will have the authority to issue an award that provides for increases in rates of compensation, if any, and other matters with cost implications retroactive to the date of the expiration of this Agreement.

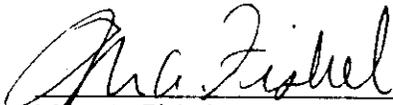
Section 32.4      Signatures.      Signed and dated at Bexley, Ohio, on this \_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE CITY OF BEXLEY:

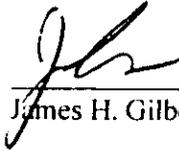
  
Ben Kessler, Mayor  
City of Bexley

  
Larry Rinehart, Chief of Police

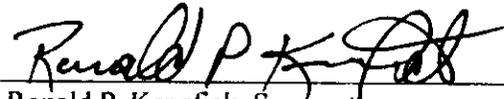
  
Louis Chodosh,  
City Attorney  
Approved As To Form

  
Marc A. Fishel,  
Special Labor Counsel

FOR THE FRATERNAL ORDER OF  
POLICE, CAPITAL CITY LODGE 9:

  
James H. Gilbert, President

Karen L. Sayre, Officer

  
Ronald P. Kenefick, Sergeant

  
Keith Elliott, Officer

  
Bernard Hanna, Officer

  
Russell E. Carnahan,  
Lodge Attorney