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# COLLECTIVE BARGAINING AGREEMENT

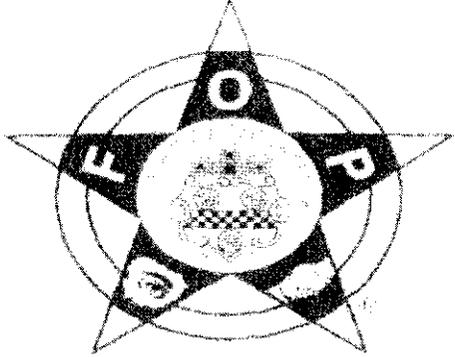
Between

The City of Bexley



and

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



Radio Dispatchers  
Animal Control Officers

January 1, 2013 through December 31, 2015

STATE EMPLOYMENT  
PAYROLL RECORDS  
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**ARTICLE 1**  
**AGREEMENT**

**Section 1.1 Agreement.**

This Agreement is made and entered into by and between the City of Bexley, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union).

**Section 1.2 Purpose**

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

**Section 1.3 Severability**

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

**Section 1.4 Amendment of Agreement**

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

**Section 1.5 Past Benefits and Practices**

The City and Union 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 Union of such intention and provided an opportunity for the Union to provide input through discussion at a Labor Relations Meeting.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Recognition**

The City recognizes the Union as the sole and exclusive representative of all employees included in the Bargaining Unit described herein in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an

existing provision of this Agreement and for the administration of this Agreement.

### **Section 2.2 Bargaining Units**

The Bargaining Units shall consist of all full-time police radio dispatchers as unit A and full-time Animal Control Officers as unit B. Excluded from this Bargaining Unit are all other employees. The inclusions and exclusions are as certified by the Ohio State Employment Relations Board in Case No.2012-REP-01-0002, dated June 25, 2012 and 2012-REP-10-0121 amended on November 15, 2012.

## **ARTICLE 3**

### **UNION SECURITY**

#### **Section 3.1 Dues Deduction.**

The City agrees to deduct Union membership dues as certified by the Union to the City upon written authorization signed by the employee on a form to be provided and which may be presented to the City by the employee or the employee's representative. Fifty percent (50%) of membership dues shall be deducted from the first paycheck of each month and fifty percent (50%) from the second paycheck of each month. The City shall also deduct initiation fees and assessments of the exclusive representative upon presentation of a written deduction authorization by the employee.

#### **Section 3.2 Fair Share Fee.**

Each Bargaining Unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on:

- 1) The effective date of this Agreement for all current employees who have completed their probationary periods.
- 2) The first day of the pay period following the pay period in which the employee completes his/her probationary period. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees. Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions. The City shall, by the 15th of each month, provide the Union with an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction. Fair share fees shall equal regular Union dues reduced, in advance, by the payer's proportionate share of all expenses which do not arise, directly, out of the Union's duty of fair representation to the employees governed by this Agreement. The Union warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. The City's financial liability under this Article is limited to deduction and transmittal of fair share fees. The Union shall indemnify, save and hold the City harmless from any claim,

actions or proceedings brought by any person or entity out of deductions made by the City pursuant to this Article. This Article contains the entire Agreement between the Union and the City regarding fair share fees. All other agreements, whether written or oral, prior or contemporaneous, are void. This Article may not be amended except in writing signed by both the City and the Union.

### **Section 3.3 Union Responsibility**

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this Article. If requested, the Union shall pay for 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 Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **Section 3.4 City Responsibility**

The City shall be relieved from making individual dues deduction payments to the Union 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 Union
- 4) Is on an unpaid leave of absence when the dues deduction would otherwise be due
- 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 Union dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

### **Section 3.5 Errors in Processing**

It is agreed that neither the employees nor the Union 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 Union dues or fee deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

### **Section 3.6 Bulletin Board**

The Union shall be permitted to maintain a Union bulletin board at Department headquarters. Such bulletin boards will be supplied by the City. Union bulletins, Union material, and communications of interest to Bargaining Unit members only shall be permitted to be posted on

this board. No derogatory material shall be posted on the Union bulletin board.

**Section 3.7 Ballot Boxes**

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

**Section 3.8 Use of Intra-Department Mail System**

The Union 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 Union's role as exclusive representative of the Bargaining Unit. The Union 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 Union communication, shall not be subject to review by the City and/or Department.

**SECTION 4  
NON-DISCRIMINATION**

**Section 4.1 Joint Pledge**

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

**Section 4.2 Gender**

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

**Section 4.3 City Pledge**

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

**Section 4.4 Union Pledge**

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

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### **Section 5.1 Grievance Defined**

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

### **Section 5.2 Qualifications**

A grievance may be filed by Bargaining Unit member(s) or by the Union as group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and as long as the Union is present at the adjustment.

### **Section 5.3 Jurisdiction**

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

### **Section 5.4 Grievance Procedure**

The following steps and procedures shall be utilized in the resolution of grievances:

- **Informal Procedure:** A grievance may be processed through an oral discussion with the employee'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:**

#### **STEP ONE:**

- 1) If the grievance is not resolved to the satisfaction of the grievant using the informal procedure outlined above, the grievance shall be reduced to writing and filed with the employee'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 agreed upon by the parties. 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 receipt of the written grievance, the immediate supervisor shall affix a written response and return one copy of it to the grievant.

### **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 or designated next level supervisor. 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 or designated supervisor.
- 2) The Chief or designated supervisor shall date-stamp the Grievance Form on the date of its receipt. Within fourteen (14) calendar days of receipt of the Grievance Form, the Chief or designated supervisor shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with, the grievant.
- 3) The grievant may bring to the meeting a Grievance Representative and/or a non-employee Union representative.
- 4) The Chief or designated supervisor may be joined in the meeting by any designated representative. The parties may mutually agree to the attendance of other persons.
- 5) At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
- 6) The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response. Within seven (7) calendar days after the meeting at this Step, the Chief or designated supervisor shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

### **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 fourteen (14) 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.
- 2) The Mayor/Safety Director shall date-stamp the Grievance Form on the date of its receipt. Within ten (10) calendar days of receipt of the Grievance Form, the Mayor/Safety Director or designee shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant.
- 3) The Grievant may bring to the meeting a Grievance Representative and/or a non-employee Union Representative.
- 4) The Mayor/Safety Director or designee may be joined in the meeting by the Chief or the individual who conducted the Step Two grievance meeting and a designated City

Representative.

- 5) At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response. Within fourteen (14) calendar days after the meeting at this Step, the Mayor/Safety Director or designee shall submit to the grievant a written response to the grievance, which response shall be signed and dated.
- 6) Should the grievant not be satisfied with the Mayor/Safety Director's response to the grievance at Step Three, the grievant shall notify the Grievance Representative of the desire to proceed to arbitration.
- 7) The Grievance Representative will present the grievance request for arbitration to the Union. Should the Union determine to proceed to arbitration with the grievance, the Union shall so notify the City by written notification. This written notification shall be delivered by hand or received by the Mayor/Safety Director within fourteen (14) calendar days after the grievance receipt of the Mayor/Safety Director's written response.

### **Section 5.5 Time Off for Presenting Grievances**

A Bargaining Unit member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the grievant and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the grievant and/or the 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 Union'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 response to a grievance or grievance appeal, then the grievance, grievance appeal, or response may be filed on the next day on which such office is open.

### **Section 5.7 Representative 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 parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

### **Section 5.8 Grievance Forms**

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

## **ARTICLE 6**

### **ARBITRATION**

#### **Section 6.1 Selection of Arbitrator**

Within fourteen (14) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the Mayor/Safety Director or the Chief of Police, either personally or through an appropriate City designee, and the Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of nine (9) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

#### **Section 6.2 Authority of Arbitrator**

The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be expressly confined 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 party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule

on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Union, its grievant, and the City.

### **Section 6.3 Arbitration Costs**

The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be split equally by both parties. 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 emailed to the Union and the City within thirty (30) days from the date the hearing record is closed.

## **ARTICLE 7**

### **UNION REPRESENTATION**

#### **Section 7.1 Union Representatives**

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

#### **Section 7.2 Grievance Representatives**

The Union shall designate no more than one (1) member of the Bargaining Unit to serve as Grievance Representative who shall be recognized by the City. It is understood that the Grievance Representative may, while on duty, assist members in the processing of grievances and consult with Union 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 Union Representatives**

Any Authorized Union Representative will be released with pay, or compensatory time to attend negotiations meetings, not to exceed one representative.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

#### **Section 8.1 Management Rights and Responsibilities**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

#### **Section 8.2 Matters Bargained and Not Bargained**

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

## **ARTICLE 9**

### **INVESTIGATIONS, CORRECTIVE ACTION AND RECORDS**

#### **Section 9.1 Internal Investigations**

This section is designed to address internal investigations of members of the Bargaining Unit. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to an employee being disciplined including being suspended from work or discharged, the employee will receive notice, in advance of the interview, as to the specific facts which support allegations made against the member. During such questioning, the employee has the right of choice to privately consult with and be advised by Union Representative from the employee's Bargaining unit or an attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to criminal charges being brought against an employee, the employee will be informed of the criminal nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Union Representative. from the employee's Bargaining Unit or an attorney, provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation interview. However, such interviews shall not be unduly delayed due to the unavailability of a particular representative.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to the member's shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning will be taped by the City. A copy of the tape will be provided to the member being investigated, if requested.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercion, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination "only if the member is the primary focus of the investigation or a known witness to an incident which precipitates the investigation, or at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the member's consent. However, refusal to consent to a polygraph is evidence which may be admitted in a disciplinary proceeding. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the

examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of the Agreement, polygraph examinations include, without limitation, devices, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraphs, psychological stress evaluations (PSE), etc.).

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this section.
- K. A member who is charged with violating Department orders or regulations will be provided a copy of the report issued as a result of the completed investigation. Such access shall be provided in advance of any Department hearing related to the charge involved.
- L. All complaints, internal investigation and Department charges shall initially be investigated by a supervisor who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, reduction in pay, position or termination being taken against any member based on complaints or charges, the Mayor/Safety Director shall conduct a hearing. At such hearing, the member and/or the member's representative shall have the opportunity to confront and cross-examine any accusers and offer testimony and other evidence on the member's behalf. Reasonable advance notice (no less than forty-eight [48] hours) of a hearing date and time, as well as the charges to be heard, will be provided to the member.
- M. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- N. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.
- O. A member may make a public records request prior to the investigation interview.

### **Section 9.2 Corrective Action for Cause**

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

### **Section 9.3 Progressive Corrective Action**

The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Chief of Police. The progression may include a documented counseling, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct.

### **Section 9.4 Departmental Hearings**

Prior to a Departmental hearing before the Mayor/Safety Director, the Bargaining Unit member will receive from the Chief of Police a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by a Union representative, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses. A member who is charged, the member's attorney or Union 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 a serious offense(s) that could result in the suspension or termination of the member's employment, the member may be suspended from performing regular duty without loss of pay until a hearing is held on these allegations. Such hearing will be scheduled by the Safety Director within five (5) working days from the date the member is made aware of the offense(s).

### **Section 9.5 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 Union within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the Mayor/Safety Director. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the Mayor/Safety Director within this fourteen (14) calendar day period.

### **Section 9.6 Duration of Records**

Progressive disciplinary records shall be maintained as follows:

- A. The record of a documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of a 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.
  - Documented counseling" is a warning which is the first step in the disciplinary progression. This is different from an advice and instruction memorandum which is not part of the disciplinary progression.
  - Advice and instruction memorandum\* may be retained for no more than six (6) months.
  - Advice 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.
- B. Written reprimands may be retained for no more than two years after the date of issuance, provided that no intervening discipline occurs within this two 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 years after the date of issuance, provided that no intervening discipline occurs within this four (4) year period, and shall be removed from the file after this period upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- D. Suspensions of thirty (30) working days or more, reductions, or removals will not be removed from the member's personnel file.

### **Section 9.7 Review of Personnel Files**

Every member shall be allowed to review any of their own personnel files at any reasonable time upon written request. A member of the Union may also authorize an attorney or Union 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 as determined by the City shall be maintained in a member's personnel file.

### **Section 9.8 Inaccurate Documents**

Should a member have reason to believe there are improper or inappropriate documents in the member's file, the member may notify the Chief of Police in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing objections to the materials in question. If the claim is agreed to by the Chief of Police, the parties will attach the appropriate documentation to substantiate the agreement. If the claim cannot be mutually agreed upon, the member and/or the City may attach a written rebuttal to the material in question.

### **Section 9.9 Performance Evaluations**

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

### **Section 9.10 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 10**  
**WORK RULES AND DIRECTIVES**

**Section 10.1 New Work Rules**

The City agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to the union in advance of their enforcement.

**Section 10.2 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 10.1 of this Article.

**Section 10.3 Public Records**

The City obligates itself to promptly attempt to notify a member when a public records' request is made to review the member's personnel file and the City intends to comply with the request. The member shall be allowed to review the file prior to the request being honored if the member chooses.

**ARTICLE 11**

**LABOR RELATIONS MEETINGS**

The parties agree that Labor Relations Meetings for this Bargaining Unit may be held jointly with other bargaining units. When that occurs, the provisions of this Article will be waived.

**Section 11.1 Philosophy**

The City and the Union 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 Union 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 Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns. The City and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, is the forum seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside 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 Union.

### **Section 11.2 Role of Participants**

Participation in Labor Relations Meetings does not imply a change in roles for the participants relative to their duties within the Department or the Union. Each participant will continue to have the same responsibilities and obligations as now fall upon the participant consistent with the participant's rank. Police decisions now within the Chief's responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of affairs of the Union will continue to be made by the Union. Participation in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

### **Section 11.3 Times of Meetings**

Unless mutually agreed otherwise, once every month on a mutually agreeable day and time, the Mayor/Safety Director or designated representative, and not more than three (3) other members of management shall meet with not more than one (1) employee representative and one non-employee representative of the Union who are selected by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Union that additional meetings shall be held as often as is mutually agreed necessary. Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings which contain a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

### **Section 11.4 Commitments**

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

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

### **The City agrees:**

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

**The Union agrees:**

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

**Section 11.5 Purpose**

The purpose of such meeting shall be to:

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

**Section 11.6 Miscellaneous**

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

**ARTICLE 12**

**LAYOFFS / JOB ABOLISHMENTS**

**Section 12.1 Action**

When the City determines that a layoff or job abolishment is necessary, the City shall determine the classification(s) to be affected and notify the member(s) with the least seniority within the classification(s) a minimum of thirty (30) days in advance of the layoff or job abolishment. The least senior member within the affected classification shall be first laid off and any layoffs thereafter shall be by reverse seniority by classification. The City agrees to discuss with the Union the impact of the layoff or job abolishment's on Bargaining Unit members prior to the City's notification to the affected employees.

**Section 12.2 Recall and Reinstatement**

When employees are laid off, the City shall create a recall list. The City shall recall employees

by classification from layoff as needed. The recall shall be according to seniority beginning with the most senior employee within the classification being recalled and progressing to the least senior employee. An employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff. Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Union. The mailing shall be to the last mailing address provided by the Bargaining Unit member and the Bargaining Unit member has an obligation to keep the City advised of this current mailing address. The recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of the intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

## **ARTICLE 13** **MISCELLANEOUS**

### **13.1 Health and Safety**

It is agreed that safety is a prime concern and responsibility of the City, the members, and the Union. In this regard:

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

### **Section 13.2 Agreement Copies**

As soon as possible, following the signing of this Agreement, the City and the Union shall have printed copies of this Agreement. Copies shall be provided to the City and the Union for distribution to all Bargaining Unit members.

### **Section 13.3 Liability Insurance**

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

## **ARTICLE 14** **WAGES**

### **Section 14.1 Wages**

The following salary schedule for Dispatcher Bargaining Unit A members is to become effective on the dates listed below:

Effective January 1, 2013 Wage freeze

STEPS	1	2	3
HOURLY	\$20.12	\$23.68	\$27.25
ANNUAL EQUIVALENT	\$41,843.57	\$49,253.07	\$56,685.43

Effective January 1, 2014 1.5%

STEPS	1	2	3
HOURLY	\$20.42	\$24.03	\$27.66
ANNUAL EQUIVALENT	\$42,473.60	\$49,982.40	\$57,532.80

Effective January 1, 2015 2%

STEPS	1	2	3
HOURLY	\$20.83	\$24.51	\$28.21
ANNUAL EQUIVALENT	\$43,326.40	\$50,980.80	\$58,676.80

The following salary schedule for Animal Control Officers Bargaining Unit B members is to become effective on the dates listed below:

	0%	1.5%	2%
	01/01/13	01/01/14	01/01/15
HOURLY	\$21.38	\$21.70	\$22.13
ANNUAL EQUIVALENT	\$44,470.40	\$45,136.00	\$46,030.40

**Section 14.2**

Each step increase in bargaining unit A wage scale as set forth in subsection 1 of this Article shall become effective on each Bargaining Unit member's anniversary date of hire.

**Section 14.3**

All members of both bargaining Unit shall be paid bi-weekly.

**Section 14.4 Application of Pay Rates**

The rates of pay set forth in subsection 1 of this Article are based on full time employment of forty (40) hours in workweek, eighty (80) hours in a biweekly period, and two thousand eighty

(2,080) hours annually.

**Section 14.5 Working out of Classification**

When the animal control officer works as a dispatcher, she shall be paid the appropriate dispatcher rate.

**ARTICLE 15**

**LONGEVITY PAY / SHIFT DIFFERENTIAL**

**Section 15.1 Longevity Pay**

All members of both Bargaining Units 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:

Beginning Year	Effective: January 2013
5	\$950.00
9	\$1,100.00
13	\$1,250.00
17	\$1,500.00
21	\$1,750.00

**Section 15.2 Longevity Pay**

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

**Section 15.3 Longevity for the purposes of overtime calculations only**

Longevity pay will be included to calculate the regular hourly rate of pay for the member.

**Section 15.4 Shift Differential Pay**

Effective January 1, 2013 shift differential pay, in the amount of \$1.05 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 15.5 Method of Shift Differential Payment**

Shift differential pay shall be paid only for actual hours worked during the work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime worked. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable 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 16** **HOLIDAYS**

### **Section 16.1 Holidays**

The following shall be considered legal holidays for members of both Bargaining Units:

- 1 January 1st - New Year's Day
- 2 January (Third Monday) - Martin Luther King Day
- 3 February (Third Monday) - President's Day
- 4 May (Fourth Monday) - Memorial Day
- 5 July 4th - Independence Day
- 6 September (First Monday) - Labor Day
- 7 October (Second Monday) - Columbus Day
- 8 November (Second Monday) - Veteran's Day
- 9 November (Fourth Thursday) - Thanksgiving Day
- 10 December 25th - Christmas Day

### **Section 16.2 Holiday Pay**

Holiday pay for the entire calendar year shall be calculated as an hourly rate and shall be included in the member's base hourly rate, including for purposes of overtime calculation.

### **Section 16.3 Called to Work on a Holiday**

Whenever a member is called in to work on a holiday, and the member was not regularly scheduled to work on that holiday, the member will receive two (2) times the member's regular rate of pay for all overtime hours worked. If a member is scheduled to work on the holiday, but is called in at a time prior to or after the scheduled shift, but not contiguous to the shift, the member will also receive two (2) times the regular rate of pay for all overtime hours worked.

## **ARTICLE 17**

### **REGULAR WORK PERIODS AND OVERTIME**

#### **Section 17.1 Definition**

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

#### **Section 17.2 Overtime**

All hours in paid status in excess of 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 any longevity increment. No member shall be paid for overtime work which has not been authorized by a supervisor.

#### **Section 17.3 Court Pay**

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.

#### **Section 17.4 Training**

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

#### **Section 17.5 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 17.6 Call In Pay**

- 1) When a member is ordered to report to work at a time which is not contiguous to the member's regularly scheduled shift, the member shall be paid a minimum of three (3) hours at the overtime rate including the longevity increment. Notwithstanding the above, the provisions of paragraph (2) shall apply.
- 2) Paragraph (1) of this section shall not apply if the member is ordered to report for a disciplinary hearing or a grievance hearing where the member is the subject of such disciplinary hearing or of which the member is the grievant.

**Section 17.7 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 they want this earned overtime to be accumulated as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval. Compensatory time may be carried over up until January 31<sup>st</sup> of the succeeding year adjusted to the rate of pay in effect in the preceding year.

**Section 17.8 Compensatory Time Annual Conversion**

A member has the option to be paid out for compensatory time hours which have been accumulated but not used in any calendar year, provided that the member notifies the City by January 31<sup>st</sup> 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<sup>st</sup> 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 17.9 Relief Dispatcher Duties**

If the Union employee who is scheduled to perform dispatching duties is unavailable to perform that work as scheduled, the City shall give the initial opportunity to fill the absence to the members of the Police Dispatcher bargaining unit and the One-Person bargaining unit B who is qualified to perform dispatching functions.

**Section 17.10 Training Pay**

Any employee who performs training to other employees shall receive a pay supplement of two dollars (\$2.00) per hour for every hour spent training employees.

**ARTICLE 18**

**VACATION AND PERSONAL DAYS**

**Section 18.1**

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

Beginning year(s) Of Service	Vacation Hours
1	96
4	120
8	152
12	160
15	192
18	200
22	240

### **Section 18.2 Personal Days**

In addition to any vacation days accrued, each Bargaining Unit member will receive five (5) personal days off per calendar year.

### **Section 18.3 Accrual and Carry Over**

Subject to the approval of the Chief and based upon classification seniority, accrued vacation may be scheduled to be taken in one day increments. Each employee shall be required to schedule a full vacation during every anniversary year. It shall be the City's general policy that every employee shall use their vacation, and payment for accrued vacation in lieu of use of vacation will only be authorized in extraordinary circumstances. Vacation leave may accrue to an employee in an amount equal to the accrual of one year's vacation at an employee's current accrual rate. If an employee is not able to use the employees accrued vacation prior to the employee's next anniversary date, with the approval of the Chief the unused hours will automatically be converted into paid compensation at the rate of pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of eighty (80) hours of vacation time may be carried over from year to year upon the written request of an employee to the Chief, with the exception that employees with 22 or more years of vacation eligibility may carry over a maximum of 120 hours of vacation leave.

### **Section 18.4 Termination of Employment**

An employee who is separated from City service through removal, resignation, retirement or a layoff and who has unused vacation leave available, shall be paid in a lump sum for such unused vacation leave at the time of separation. When an employee dies, any unused vacation leave available shall be paid in a lump sum to the surviving spouse or, if there is no spouse, the estate of the deceased. Employees will also be paid for any unused personal days in addition to the vacation time.

### **Section 18.5 Bargaining**

Unit members may use vacation and personal leave in increments of no less than (1/2) hour, but only with the prior approval of the Captain, or in the Captain's absence, the unit supervisor (Sergeant or acting Sergeant). This leave may be granted during a shift if minimum manpower requirements and work load make it possible. Vacation leave in (1/2) hour increments will be approved, if at all, only if five (5) or more police officers will be on duty during the period in which the leave is to occur. The Captain or unit supervisor's decision to grant or not grant such leave is grievable to step four (Mayor/Safety Director) but is not arbitral.

### **Section 18.6 Scheduling of Vacation**

- 1) All vacation requests must have prior approval. In the event of two or more employees requesting the same period of time for vacation, the time off will be awarded on a seniority basis within the Bargaining Unit.
- 2) If the granting and scheduling of vacation causes a shift to not be covered, the supervisor will determine how the shortage is to be covered. One alternative is for the

- dispatcher on the preceding shift to be held over four (4) additional hours and the dispatcher on the following shift to be brought in four (4) hours early.
- 3) More than one dispatcher may be off at anyone time, with the understanding the supervisor has the sole authority to approve or disapprove all vacation requests. Vacation requests will not be approved, however, unless coverage for the shift has been arranged using other Bargaining Unit members.
  - 4) For purposes of this subsection, "supervisor" means the Chief of Police (or designee).
  - 5) During the pre-approved vacation requests period, the holidays that fall on Mondays may create a shift shortage due to the part time dispatcher having these holidays off. The shift shortage will be offered to the full time dispatchers and if declined it will be offered to the part time dispatchers.

**Section 18.6 a Shift Shortage**

In the event of a shift shortage, a dispatcher/part time dispatcher may volunteer to work sixteen (16) hours consecutively only if another member of the bargaining unit is unavailable to either split or work the entire shift. A dispatcher may only work sixteen (16) hours consecutively (twice) in a calendar year unless otherwise approved by the Chief.

**Section 18.6 b Shift Shortage**

A member shall have the option while on vacation/personal leave to accept overtime if a shift shortage should occur.

**ARTICLE 19  
INSURANCE**

**Section 19.1 Maintenance of Current Insurance**

All members shall be furnished insurance as follows: health care insurance, dental care insurance, and vision care insurance, with the same benefit levels and coverage that is provided to the other employees and elected officials of the City. In addition, the City will furnish at no cost to the member, life insurance of seventy five thousand dollars (\$75,000) with double indemnity for members killed in the line of duty. Employees will be afforded the opportunity to purchase additional life insurance coverage, with each participating employee responsible for paying the cost of such additional life insurance coverage.

**Section 19.2 Effective January 1, 2013**

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>SINGLE</b>	<b>FAMILY</b>
<b>EMPLOYER</b>	<b>80%</b>	<b>80%</b>
<b>MEMBER</b>	<b>20 %</b>	<b>20%</b>

### **Section 19.3 Effective January 1, 2013**

**Bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.**

## **ARTICLE 20** **SICK LEAVE**

### **Section 20.1 Sick Leave Accrual**

For each completed eighty (80) hours in active pay status, [seventy nine (79) or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or visa versa occurs] (including, but not limited to, vacation, sick and personal leave), an employee 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 made to an employee as soon as practicable after the close of each calendar year. Sick leave shall accrue and be recorded at the employee's base rate of pay in effect during the pay period when the sick leave is earned. Each time an employee is approved to use or 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 had been earned at the base rate of pay in effect on January 1, 1990.

### **Section 20.2 Use of Sick Leave**

An employee may request sick leave for the following reasons:

- 1) Illness or injury of the employee or a member of the employee's immediate family.
- 2) Exposure of the employee or member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- 3) Death of a member of the employee's immediate family.
- 4) Pregnancy, childbirth and/or related medical conditions
- 5) Necessary medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family. For the purpose of this Article, the "immediate family" is defined as only:

- Mother or Father
- Step-Mother or Step-Father
- Mother-In-Law or Father-In-Law
- Brother or Sister
- Grandparents or Spouse Grandparents
- Child or Stepchild
- Grandchild or Step Grandchild
- Brother-In-Law or Sister-In-Law
- Son-In-Law or Daughter-In-Law
- Legal Guardian or other person who stands in the place of a parent,

or for whom the member stands in loco parent is.

### **Section 20.3 Sick Leave Approval**

An employee requesting sick leave shall inform the radio dispatcher on duty of the fact and reason at least two hours prior to the employee's scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the employee provides to the department head a written explanation for non-compliance which the department head reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse. This examination may be conducted by the employee's physician and/or in consultation with a City designated physician at the discretion of the Mayor. The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means shall be grounds for disciplinary action up to and including dismissal. Prior to returning to duty, any member who is marked off sick for a period of three or more days must provide a certificate from an 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 duties.

### **Section 20.3 a 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 Chief of Police requesting that the mark offs be combined.
- 2) Bereavement leave.
- 3) FMLA leave

### **Section 20.4 Termination of Service**

When a full-time employee terminates service, said employee also will receive one hour of pay for each eight hours of unused sick leave to the employee's credit for total unused sick leave up to and including 320 hours; one hour of pay for each two hours of unused sick leave in excess of 320 up to and including 1,920 hours. The payment shall be calculated in accordance with subsection 1 of this Article and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No pay will be made to any employee, for any unused sick leave, unless it is in excess of 232 hours. When termination of service results from the death of the employee, all unused sick leave to such employee's credit shall be paid at the rate set forth above, in a lump sum to the employee's surviving spouse or, if there is no spouse, to the employee's estate.

### **Section 20.5 Wellness Payment**

Any member who works an entire quarter of a year without any use of sick leave shall be paid eight 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 advanced 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 21 shall not deprive a member of the Wellness payment.

## **ARTICLE 21** **INJURY LEAVE**

### **Section 21.1 Paid Injury Leave**

All Bargaining Unit members shall be allowed injury leave with full regular salary not to exceed one hundred thirty (130) workdays for each service connected injury. Injury leave with pay may be extended by the City Council upon such terms as the Council in its discretion may establish. Any injury leave extension decision by City Council is not subject to the Grievance Procedure.

### **Section 21.2 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 21.3 Injury Leave Administration**

Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that such member cannot perform the duties of the position. For purposes of this Agreement, all heart diseases and respiratory diseases shall be considered as on-duty or service connected injuries

### **Section 21.4 Coordination with Workers' Compensation**

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

## **ARTICLE 22** **BEREAVEMENT LEAVE**

### **Section 22.1 Bereavement Leave**

In the event of the death of a Bargaining Unit member's immediate family member, as defined

in Section 20.2, the Bargaining Unit member shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days. Additional days may be approved by the Mayor on a case-by-case basis.

## **ARTICLE 23 CLOTHING ALLOWANCE**

### **Section 23.1 Clothing Allowance**

Each member of Bargaining Unit A shall be authorized to purchase various articles of clothing to be worn as part of the member's official uniform as prescribed by the Chief of Police not to exceed five hundred (\$500.00) per calendar year. Effective January 1, 2013 this amount shall be four hundred dollars (\$400) per calendar year.

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

- 1) The City agrees that up to three hundred dollars (\$300) of the annual clothing allowance may be used, at a Bargaining Unit member's option, for dry cleaning of uniform parts.
- 2) The City will contract with a City-approved vendor to provide this service.

Each member of Bargaining Unit B shall be authorized to purchase various articles of clothing to be worn as part of the member's official uniform as prescribed by the Chief of Police not to exceed seven hundred (\$700.00) per calendar year. Effective January 1, 2013 this amount shall be six hundred dollars (\$600) per calendar year.

1. Invoices on such purchases are to be made to the City.
2. The City agrees that up to three hundred dollars (\$300) of the annual clothing allowance may be used, at a Bargaining Unit member's option, for dry cleaning of uniform parts.
3. The City will contract with a City-approved vendor to provide this service.

## **ARTICLE 24 MILITARY LEAVE/JURY DUTY**

### **Section 24.1 Military Leave**

All members who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in anyone (1) calendar

year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

### **Section 24.2 Jury Duty Leave**

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

## **ARTICLE 25** **TUITION REIMBURSEMENT PROGRAM**

### **Section 25.1 Participation**

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

### **Section 25.2 Reimbursement**

For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of four-thousand dollars (\$4,000.00) during each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of C or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks. 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 25.3 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, the member shall repay the City any and all tuition reimbursement received during the two (2) year period prior to leaving City employment.

**Section 25.4 Mileage for Training**

The City will provide mileage reimbursement from the Bexley Police Facility to any training location that is more than 5 miles from the Bexley Police Facility. Such reimbursement shall be made at the IRS rate.

**ARTICLE 26**  
**NO STRIKE / NO LOCKOUT**

**Section 26.1 No Strike**

The Union recognizes that Bargaining Unit members are prohibited by state law from engaging in a strike during the term of this Agreement. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by state law.

**Section 26.2 No Lockout**

The City recognizes that it is prohibited from instituting a lockout of Bargaining Unit members. The City shall meet any obligation imposed upon it by state law.

**ARTICLE 27**  
**WAIVER IN CASE OF EMERGENCY**

**Section 27.1 Waiver**

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

- 1) Time limits for replies on grievances: and,
- 2) All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 27.2 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 27.3 Grievance Processing**

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

**ARTICLE 28**  
**DURATION**

**Section 28.1 Duration**

All the provisions of this Agreement shall become effective January 1, 2013, unless otherwise specified. This Agreement shall continue in full force and effect until midnight, December 31, 2015.

**Section 28.2 Successor Negotiations**

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

**Section 28.3 Dispute Resolution Procedure**

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

**Section 28.4 Signatures**

Signed and dated at Bexley, Ohio, on this day of 20<sup>th</sup> day of December, 2012

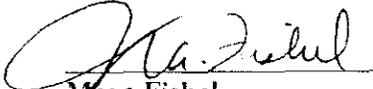
**FOR THE CITY OF BEXLEY:**



**Ben Kessler**  
Mayor, City Of Bexley

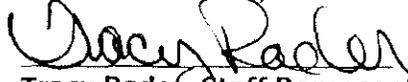


**Larry Rinchart**  
Chief of Police



**Marc Fishel**  
Labor Counsel

**FOR THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**



**Tracy Rader, Staff Representative**  
Fraternal Order Of Police, Ohio Labor  
Council, Inc.



**Bonnie Becker, Associate**  
Radio Dispatcher



**Amy Jennings, Associate**  
Animal Control Officer

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Fraternal Order of Police, Capital City Lodge No. 9 and the City of Bexley.

Bargaining unit employees shall receive a lump sum payment of \$325 in the first full pay period of January 2013.

Bargaining unit employees shall receive a lump sum payment of \$325 in the second full pay period in January 2013.

The parties agree to abide by the prior collective bargaining agreement through December 31, 2012.

FOR THE CITY OF BEXLEY:

FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL INC.:

