

ORDINANCE NO. 74-86

By: William W. Beaton

An Ordinance to approve an amendment to the collective bargaining agreement by and between the City and the Fraternal Order of Police, Capital City Lodge No. 9, and to declare an emergency.

Whereas, this Council, pursuant to Ordinance No. 2-86, approved a collective bargaining agreement with the Fraternal Order of Police, Capital City Lodge No. 9, with respect to a bargaining unit consisting of all full-time regular policemen and policewomen in the rank of police officer (the "Collective Bargaining Agreement"); and,

Whereas, a dispute has arisen under the Collective Bargaining Agreement; and,

Whereas, the parties to the Collective Bargaining Agreement wish to resolve said dispute by entering into a memorandum of agreement amending the Collective Bargaining Agreement in the form attached to this Ordinance as Exhibit A and incorporated herein by this reference (the "Memorandum of Agreement").

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

Section 1. That the Memorandum of Agreement amending the Collective Bargaining Agreement be, and the same hereby is, approved.

Section 2. That the Mayor and Auditor be, and they hereby are, authorized and directed to execute said Memorandum of Agreement on behalf of the City.

Section 3. That this Ordinance is an emergency ordinance necessary for the preservation of the public peace, health and safety, that said emergency arises from the necessity to terminate a pending grievance proceeding immediately and that this Ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: Nov. 11, 1986

Attest: J. J. [Signature]

J. Hochstet  
President of Council

Approved: Nov. 11, 1986

David H. Madison  
David H. Madison, Mayor

Nov. 11, 1986 - 1st reading  
Susp. & Adopt

EXHIBIT A

MEMORANDUM OF AGREEMENT

This agreement entered into by and between the City of Bexley, hereinafter referred to as the City, and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the Lodge.

Witness: Whereas the parties have entered into a collective bargaining agreement dated May 5, 1986, covering the period January 1, 1986 through December 31, 1988; and,

Whereas there is pending a shift change overtime grievance at the Mayor's level concerning Article XVIII and the entitlement of bargaining unit members to overtime at trick change resulting from bargaining unit members working more than five (5) consecutive days or more than eight (8) hours in a twenty-four (24) hour period; and,

Whereas the parties have agreed to a resolution of said grievance by the terms of this memorandum for the duration of the existing collective bargaining agreement;

NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements herein set forth, agree as follows:

1. The pending grievance on trick change overtime is voluntarily withdrawn with prejudice.
2. The City of Bexley, for the duration of the existing collective bargaining agreement, agrees that bargaining unit members who at trick change have a normal schedule as follows-Wednesday and Thursday off, Friday on duty, Saturday and Sunday new days off as a result of trick change-will be granted the Friday between said off days as an additional personal day with pay. This additional

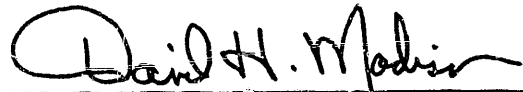
personal day for bargaining unit members shall be in addition to all vacation and personal days called for in the collective bargaining agreement and shall be automatically scheduled for said officers without application or approval by the chief.

3. For the duration of the collective bargaining agreement, all bargaining unit members waive entitlement to overtime pay at trick change for any days worked in excess of five consecutive days or for more than eight hours in a twenty-four hour period resulting from the members change of schedule required by the trick change.
4. For the duration of the collective bargaining agreement, the City of Bexley agrees not to institute permanent shifts and to continue every two months the regular customary shift change of personnel currently utilized in the police department. Notwithstanding the foregoing, in order to enable the Chief to respond in the future to community needs, the City is not precluded from hiring new additional personnel on a permanent shift or reassigning individual officers to special non-rotating duty. Except in the case of an emergency, any such new hires or reassignments shall be discussed at a labor relations meeting prior to implementation and in the case of an emergency, shall be discussed at the next scheduled labor relations meeting.
5. In the event an emergency makes it necessary for the Chief to call to work a bargaining unit member during the Friday personal day off at trick change called for under this memorandum, the member required to work on said Friday shall be entitled to overtime pay as set forth in the collective bargaining agreement.

Except to the extent specifically modified by this agreement, the collective bargaining agreement by and between the City of Bexley and the Lodge and all provisions therein, including but not limited to the Management Rights provisions set forth in Article VIII, shall continue in full force and effect.

IN WITNESS WHEREOF the parties have executed this agreement on the 1st day of <sup>December</sup>~~November~~, 1986. The next trick change will occur in January, 1987.

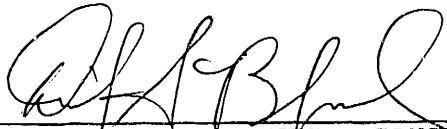
FOR THE CITY OF BEXLEY:



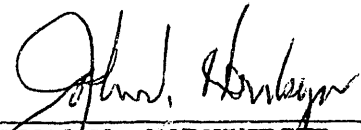
DAVID H. MADISON, MAYOR, CITY  
OF BEXLEY



THOMAS TOBIN, CHIEF OF POLICE

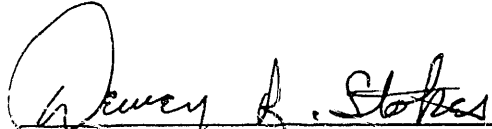


DAVID S. BLAUGRUND, CONSULTANT



JOHN W. HORNBERGER, AUDITOR,  
CITY OF BEXLEY

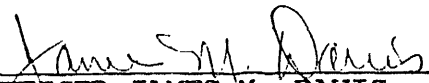
FOR THE FRATERNAL ORDER OF  
POLICE, CAPITAL CITY  
LODGE NO. 9:



DEWEY R. STOKES, PRESIDENT  
CAPITAL CITY LODGE 9



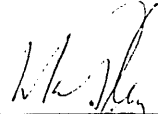
OFFICER ROBERT A. MARTIN  
LODGE NEGOTIATIONS COMMITTEE



OFFICER JAMES M. DAVIS  
LODGE NEGOTIATIONS COMMITTEE



OFFICER JEFFREY L. WELSCH  
LODGE NEGOTIATIONS COMMITTEE



MARK A. FOLEY  
LODGE ATTORNEY