

ORDINANCE NO. 19-91

BY: John T. Koehnert

An Ordinance to approve an agreement between the City of Bexley and the Communication Workers of America Local 4320 with respect to a Bargaining Unit consisting of all full-time police radio dispatchers, to authorize the Mayor and the Auditor to execute said agreement on behalf of the City and to declare an emergency.

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

Section 1. That the agreement between the City of Bexley and the Communication Workers of America Local 4320 is hereby approved in the form attached as Exhibit A.

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

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

Passed: April 9, 1991

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: April 9, 1991

[Signature]  
David H. Madison, Mayor

*April 9, 1991 - 1<sup>st</sup> reading  
Susp. & Adopt.*

AGREEMENT BETWEEN  
CITY OF BEXLEY  
AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL 4320

March 19, 1991

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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 Communications Workers of America, Local 4320, (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 Unit. The bargaining Unit shall consist of all full-time police radio dispatchers. 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. 89-REP-10-0229, dated February 22, 1990.

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 once each month upon written authorization signed by the employee on a form to be provided and which may be presented to the City by the employee or his representative. The City shall also deduct initiation fees and assessments of the exclusive representative upon presentation of a written deduction authorization by the employee.

Section 3.2. 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:

- A. The effective date of this Agreement for all current employees who have completed their probationary periods.
- B. 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 payor'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; 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 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.

ARTICLE 4  
NONDISCRIMINATION

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 his 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 exclusive representative to enforce its rights under the Agreement or on behalf of a group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. 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:

A. Step One.

1. When a Bargaining Unit member has a grievance, he or she may file a written grievance, on the designated form, with the Lieutenant within twenty-one (21) calendar days following the event or circumstance that gave rise to the grievance. The Lieutenant or designated supervisor shall date-stamp the Form on the date of its receipt.
2. After investigating the grievance and within fourteen (14) days of his or her receipt of the Grievance Form, the Lieutenant or designated supervisor shall affix his or her written response to the Form, date and sign his or her response, and return one copy of it to the grievant.

D. Step Two.

1. Should the grievant not be satisfied with the response to the grievance at Step One of the procedure, he or she may appeal the grievance to the Chief or designated next level supervisor. The grievant shall initiate this appeal within twenty-one (21) days after receipt of the Step One response, by delivering a copy of the Grievance Form containing the written response from the prior step, and any other pertinent documents, to the office of the Chief or designated supervisor. The Chief or designated supervisor shall date-stamp the Grievance Form on the date of its receipt.
2. Within ten (10) days of his or her receipt of the Grievance Form, the Chief or designated supervisor, shall investigate the grievance, and shall schedule



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

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

E. Step Three.

1. Should the grievant not be satisfied with the response to the grievance at Step Two of the procedure, he or she may appeal the grievance to the Mayor/Safety Director. The grievant shall initiate this appeal within twenty-one (21) 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 ten (10) days of his or her receipt of the Grievance Form, the Mayor/Safety Director or designee, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The Grievant may bring to the meeting a Grievance Representative and/or a non-employee Union Representative. 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.
3. At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.
4. Within fourteen (14) days after the meeting at this Step, the Mayor/Safety Director or designee, shall

submit to the grievant a written response to the grievance, which response shall be signed and dated.

5. Should the grievant not be satisfied with the Mayor/Safety Director's response to his or her grievance at Step 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 Union President. Should the Union determine to proceed to arbitration with the grievance, the Union President shall so notify the City by written notification. This written notification shall be delivered by hand or received by the Mayor/Safety Director within fourteen (14) days after the grievant's receipt of the Mayor/Safety Director's written response.

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

Section 5.6. Time Limits. It is the City's and the 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 or response to a grievance or grievance appeal, then grievance, grievance appeal, or response may be filed on the next day on which such office is open.

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

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

Section 5.9. Appeal from Mayor's Disciplinary Decision. As provided at Section 9.4, a member may appeal a disciplinary decision made by the Mayor/Safety Director directly to arbitration without resort to the steps in the grievance procedure set forth in Section 5.4.

## ARTICLE 6 ARBITRATION

Section 6.1. Selection of Arbitrator. Within fourteen (14) calendar days following the receipt of the Union President'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 President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the 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 expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

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

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

Section 6.3. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

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

Section 6.4. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the 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.

## ARTICLE 8 MANAGEMENT RIGHTS

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

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

- I. Take action to carry out the mission of the public employer as a governmental unit.

Section 8.2. Matters Bargained and Not Bargained. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement. The City is not required to bargain with the Union 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  
INVESTIGATIONS, CORRECTIVE ACTION AND RECORDS

Section 9.1. Internal Investigations. This section is designed to address internal investigations of Police Radio Dispatchers. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to an employee being suspended from work or discharged, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right of choice to privately consult with and be 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.
- 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 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, he 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 his shift, preferably during his 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 may be tape recorded by either party upon mutual agreement.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, 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 his 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, demotion or termination being taken against any member based on complaints or charges, the Safety Director shall conduct a hearing at which the member and/or his representative shall have the opportunity to confront and cross-examine his accusers and offer testimony and other evidence on his behalf. Reasonable advance notice 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.

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 Mayor/Safety Director. The progression may include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct.

Section 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 an attorney, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses.



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

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

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

Section 9.6. Duration of Records. Progressive disciplinary records shall be maintained as follows:

- A. The record of an oral reprimand may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of an oral reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- B. Written reprimands may be retained for no more than two years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period, and the record of a written reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- C. Suspensions of less than thirty (30) working days may be retained for no more than four (4) years after the date of issuance, provided that no intervening discipline occurs within this four (4) year period, and the record of a suspension shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

D. Suspensions of thirty (30) working days or more, reductions, or removals will not be removed from the member's personnel file.

Section 9.7. Review of Personnel Files. Every member shall be allowed to review any of his or her personnel files, except Internal Affairs and background files, at any reasonable time upon written request. A member of the Union may also authorize his or her attorney to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor or his representative.

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

Section 9.8. Inaccurate Documents. Should a member have reason to believe there are improper or inappropriate documents in his or her file, the member may notify the Chief of Police in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing his or her objections to the materials in question. If the claim cannot be mutually agreed upon, such disagreement may be resolved by the use of the Grievance and/or Arbitration Procedures.

Section 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, upon request, 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 all Bargaining Unit members 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.

ARTICLE 11  
LABOR RELATIONS MEETINGS

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 expiration 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 the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the 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 him or her consistent with his or her rank. Police decisions now within his responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of affairs of the Union will continue to be made by the President of 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. Time of Meetings. Unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor/Safety Director or his/her designated representative, and not more than three (3) other members of

management shall meet with not more than one (1) employee representative who are selected by the Union and one non-employee representative of the Union. Upon mutual agreement, nonparticipants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the 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 with 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 person selected to represent the Union at the Labor Relations Meetings, the City will consider such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the 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 notify the affected employees thirty (30) 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 Union the impact of the layoff or job abolishments 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 from layoff as needed. The recall shall be

according to seniority beginning with the most senior employee and progressing to the least senior employee. An employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the 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 his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

### ARTICLE 13 MISCELLANEOUS

Section 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 his 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 Committee 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. The following salary schedule for bargaining unit members is to become effective as of January 1, 1991:

| STEP 1<br>Beginning<br><u>1st Year</u> | STEP 2<br>Beginning<br><u>2nd Year</u> | STEP 3<br>Beginning<br><u>3rd Year</u> |
|--|--|--|
| Effective January 1, 1991              |  |  |
| \$19,062.00                            | \$22,443.50                            | \$25,825.00                            |

Section 14.2. Each step increase as set forth in Section 1 above shall become effective on each bargaining unit member's anniversary date of hire.

Section 14.3. All bargaining unit members shall be paid biweekly.

Section 14.4. Application of Pay Rates. The rates of pay set forth in Section 1 are based on full time employment of forty (40) hours in workweek, eighty (80) hours in a biweekly period, and two thousand eighty (2,080) hours annually.

ARTICLE 15

LONGEVITY PAY

Section 15.1. Longevity Pay. All Bargaining Unit members shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the next regular pay following the employee's anniversary date as follows:

1990

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

1991

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

Section 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.

ARTICLE 16  
HOLIDAYS

Section 16.1. Holidays. The following shall be considered legal holidays for Bargaining Unit members:

New Years Day, January 1  
Martin Luther King Day, third Monday in January  
President's Day, third Monday in February  
Memorial Day, fourth Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Columbus Day, second Monday in October  
Veteran's Day, second Monday in November  
Thanksgiving Day, fourth Thursday in November  
Christmas Day, December 25

Section 16.2. When a holiday as set forth in Section 1 of this Article falls on a member's regularly scheduled day off, that member shall receive eight (8) hours pay at his or her regular rate of pay.

Section 16.3. Whenever one of the holidays set forth in Section 1 falls on a Bargaining Unit member's regularly scheduled work day, that member shall receive eight (8) hours holiday pay at his or her regular rate of pay in addition to payment for work on that day.

Section 16.4. Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred.

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. No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 17.3. Court Pay. In the case of Bexley Mayor's Court appearances, employees shall be paid at the overtime rate for such appearances if they occur during a member's off duty hours.

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.

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.

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

ARTICLE 18  
VACATION AND PERSONAL DAYS

Section 18.1. The following shall be the vacation accrual rate for Bargaining Unit members:

End of years 1 through 3rd year - 10 workdays  
Beginning of year 4 through 7th year - 12 workdays  
Beginning of year 8 through 11th year - 16 workdays  
Beginning of year 12 through 14th year - 17 workdays  
Beginning of year 15 through 17th year - 21 workdays  
Beginning of year 18 through 21st year - 22 workdays  
Beginning of year 22 through termination - 26 workdays

Section 18.2. Personal Days. In addition to any vacation days accrued, each member will receive three (3) 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 his or her 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, with the approval of the Chief, is not able to use 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 pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of five days of vacation time may be carried over from year to year upon the written request of an employee to the Chief.

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 to his or her credit, shall be paid in a lump sum for such unused vacation leave to his credit at the time of separation. When an employee dies, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, if there is no spouse, the estate of the deceased.

#### ARTICLE 19 INSURANCE

Section 19.1. Maintenance of Current Insurance. All Bargaining Unit members shall be furnished insurance as follows: health care insurance, dental care insurance, and vision care insurance, with the same benefit levels and coverage that is provided to the other employees and elected officials of the City, up to a maximum premium cost to the City of not more than the premiums paid in 1989, increased by no more than 5-1/2% in 1990 and another 5-1/2% in 1991. Any additional premium which the City is required to pay to maintain this insurance coverage, beyond the annual 5-1/2% increase, shall be paid by each employee by automatic payroll deduction. On an annual basis, the City will determine whether or not to enforce the co-payment provisions of this section. If the City elects not to enforce the co-payment provisions of this section in 1990, 1991, or 1992, then in 1991, 1992, or 1993 the City may require members to pay any additional premium cost beyond the premium amount paid in 1990, 1991, or 1992 increased by not more than 5-1/2% each year.

If these premium costs increase in 1990 or 1991 beyond that to be paid by the City as set forth above, the parties will meet to negotiate whether, and by whom, payment of increased premiums will be made, or whether modifications to the insurance plans will be made. Such negotiations will be subject to arbitration under Article 6 in the event of impasse.

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

ARTICLE 20  
SICK LEAVE

Section 20.1. Sick Leave Accrual. For each completed eighty hours in active pay status (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:

i. Illness or injury of the employee or a member of his or her immediate family.

ii. Exposure of employees or 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.

iii. Death of a member of an employee's immediate family.

iv. Pregnancy, childbirth and/or related medical conditions of employee or his/her immediate family.

For purposes of this subsection, the "immediate family" is defined as only: mother, father, brother, sister, child, current spouse, grandparents, grandchild, current mother-in-law, current father-in-law, current sister-in-law,

current brother-in-law, current daughter-in-law, current son-in-law, legal guardian or other person who stands in the place of a parent, or for whom the employee stands in loco parentis.

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 his or her 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 noncompliance 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 including dismissal.

Section 20.4. Termination of Service. When a full-time employee terminates service, he or she also will receive one hour of pay for each eight hours of unused sick leave to his credit for total unused sick leave up to and including 320 hours; one hour of pay for each four 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 20.1 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 his or her credit shall be paid at the rate set forth above, in a lump sum to his or her surviving spouse or, if there is no spouse, to his or her estate.

Section 20.5. Wellness Payment. All bargaining unit employees who do not request and are not granted sick leave, except bereavement leave pursuant to subsection (c)(1), during each three calendar months of continuous service shall, in addition to the accumulation of the sick leave, be paid a bonus equivalent to one days pay, based upon the average daily pay for the employee as of the last day of each three month period. Vacation, personal days or injury leave may not be used in lieu of sick leave to qualify for the wellness payment. Said bonus shall be paid as soon as practicable after

it is earned and shall be in addition to all other pay and allowances.

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 twenty (120) workdays for each service connected injury. Injury leave with pay may be extended by the City Council upon such terms as the Council in its discretion may establish. Any injury leave extension decision by City Council is not subject to the Grievance Procedure.

Section 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 he or she cannot perform the duties of his or her position. For purposes of this agreement, all heart diseases will 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 mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current step children, current daughter-in-law, current son-in-law, current stepmother, current stepfather, grandmother, or grandfather, the Bargaining Unit member shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio the employee may be granted sick leave usage for a maximum of five (5) working days. Additional days may be approved by the Mayor on a case-by-case basis.

ARTICLE 23  
CLOTHING ALLOWANCE

Section 23.1. Clothing Allowance. Each Bargaining Unit Member shall be authorized to purchase various articles of clothing to be worn as part of his or her official uniform as prescribed by the Chief of Police not to exceed four hundred dollars (\$400.00) per calendar year.

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

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 any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

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

ARTICLE 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:

A. Time limits for replies on grievances; and,

B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 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, 1991, unless otherwise specified. This Agreement shall continue in full force and effect until midnight, December 31, 1993. However, either party may reopen this agreement solely regarding Section 14.1, by providing written notice to the other within the sixty (60) day period beginning December 1, 1991, and ending December 31, 1991, and again during an identical period in 1992.

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.

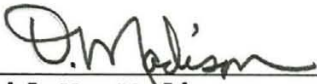
Section 28.3. Dispute Resolution Procedure. The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.



Section 28.4. Signatures. Signed and dated at Bexley, Ohio,  
on this 7th day of April, 1991.

FOR THE CITY OF BEXLEY:

FOR THE COMMUNICATIONS  
WORKERS OF AMERICA, LOCAL 4320



David H. Madison  
Mayor, City of Bexley



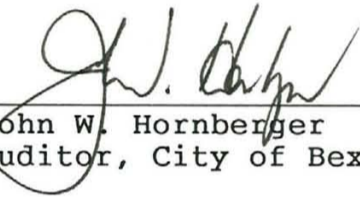
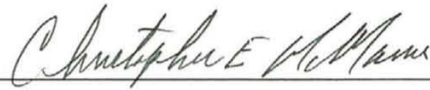
Carl Askew  
Union Representative



Thomas W. Tobin  
Chief of Police



David S. Blaugrund  
Attorney for City



John W. Hornberger  
Auditor, City of Bexley



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