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COLLECTIVE BARGAINING AGREEMENT

The City of Grove City

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

Police Dispatchers

January 1, 2012 through December 31, 2014

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ARTICLE 1

CONTRACT

1.1 - Contract. This Contract is made between the City of Grove City, hereinafter referred to as the City, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC.

1.2 - Purpose. This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its, bargaining unit Members and the FOP/OLC.

1.3 - Legal Reference. This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law pertaining to wages, hours, terms and other conditions of employment. This Contract is meant to comply with the Family and Medical Leave Act and the Americans with Disabilities Act.

Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Contract be restrained by any such tribunal pending final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of the Contract by a court of competent jurisdiction and upon written request by either party, the parties of this Contract shall meet at mutually agreeable times (within thirty (30) days) in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 - Sanctity of Agreement. No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Contract must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Any past economic benefit and benefits provided in ordinances in existence prior to the effective date of this Agreement, which are not specifically addressed in this Contract, shall not be altered except by negotiations between the parties. The Bargaining Unit chairperson or designee shall be granted 16 hours per year of Union Leave scheduled and used, with Supervisory approval, to attend the state FOP/OLC conference. Any unused Union Leave will be forfeited at the end of the year without any pay and shall not accumulate or carry into the next year. Members using such leave time must show proof of the FOP/OLC activity. Negotiating team Members will be considered to be on duty while attending negotiating sessions scheduled during their scheduled hours of work.

1.5 - Enforceability of Contract. The City asserts and believes that the provisions of this Contract are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2

RECOGNITION

2.1 - Recognition. The City hereby recognizes the FOP/OLC as the sole and exclusive bargaining agent for the purposes of collective bargaining in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There is established one (1) Bargaining unit within this Contract consisting of all regular full-time dispatchers **S.E.R.B. Case # 92-REP-06-0133** and those dispatchers also performing records functions. Excluded from inclusion in the Bargaining unit and thereby from coverage within this Contract are all other positions. Reference throughout this Contract to Members shall mean all employees within the Bargaining unit, unless specified otherwise.

2.2 - Dues Deduction. The City agrees to deduct one half (½) of the FOP/OLC Membership dues, in the amount certified by the FOP/OLC to the City, from the first two (2) pay period of each month from the pay of any Member requesting same. If a dues deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll clerk. The City agrees to furnish to the Assistant Executive Director of the FOP/OLC, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Members for whom dues deductions were made. Nothing herein shall prohibit Members covered by this Contract from submitting dues directly to the FOP/OLC. The City agrees to meet with the FOP/OLC to discuss adding additional payroll deductions should the FOP/OLC develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

2.3 - Indemnification. The FOP/OLC shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability asserted against the City by reason of any deductions paid to the FOP/OLC by the City.

2.4 - FOP/OLC Liability to Non-Members. Any employee who is not a FOP/OLC Member shall reimburse the FOP/OLC for the actual costs of any service rendered by the FOP/OLC in it representation of the employee including the costs associated with the FOP/OLC's engagement of legal counsel and the arbitration's fees and or expenses. The FOP/OLC may require that the employee make an advance payment to the FOP/OLC as a security for costs prior to the FOP/OLC rendering of the services.

2.5 Probationary Members. All provisions of this contract shall apply to Members in their initial probationary period except that neither the FOP/OLC nor such probationary Member shall have the ability to proceed to arbitration challenging the City's ability to terminate such Member's employment.

ARTICLE 3

NON-DISCRIMINATION

3.1 - Non-Discrimination. Neither party will discriminate against any Member based on age, sex, marital status, race, color, religion, national origin, disability, military status or political affiliation. The City agrees not to discriminate against any Member on the basis of Membership or non-Membership in the FOP/OLC, nor to discriminate, interfere, restrain or coerce any Member because of or regarding activities as a Member or other representative of the FOP/OLC. The FOP/OLC, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any dispatcher to become and remain a Member of the FOP/OLC, and the FOP/OLC Members agree not to let Membership or non-Membership in the FOP/OLC affect their on-the-job relationship with co-workers.

ARTICLE 4

REPRESENTATION

4.1 - FOP/OLC Official. The highest ranking FOP/OLC official in the Bargaining unit, upon election to that post and as long as the Member continues in that or a higher post (or until another Member is elected to a higher FOP/OLC post, in which case this Section becomes applicable to that Member when such Member takes office), may be permitted sufficient time off during the workweek to attend to FOP/OLC and Contract matters within his or her capacity. Such permission shall not be unreasonably denied. Whenever such highest ranking FOP/OLC official is absent due to approved leave (i.e. sick leave, injury leave, vacation leave, etc.) or City Administration authorized training which is of a duration of more than five (5) workdays, the next highest ranking FOP/OLC official who is a Member of the Bargaining unit shall perform these functions during such absence. During such service in this post, the above designated FOP/OLC officials shall continue their entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though they were at all times performing their job related duties.

During their terms in office, FOP/OLC officials shall continue to be required to report to their supervisors at their assigned shift starting time, and they shall be required to apprise their supervisors of their whereabouts at all working times while they are performing the duties allowed by this Article. In addition, the FOP/OLC officials will be required to drop or forego any of their activities allowed by this Article, upon the direction of their supervisors, for the purpose of assisting in emergencies. But for an emergency situation, sufficient time to perform FOP/OLC functions will not be unreasonably limited by the City or the supervisors, nor will the FOP/OLC officials devote unnecessary City paid time to these functions. None of the duties of the FOP/OLC officials herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the highest ranking FOP/OLC official in the Bargaining unit from also serving as a Grievance Representative, or as Grievance Chairman.

ARTICLE 5

INTERNAL INVESTIGATIONS

5.1 - Scope. The provisions of this article shall be followed whenever a Member is suspected of, or a witness to an action, or inaction which could result in disciplinary action or criminal charges being filed against any Member.

5.2 – Notification. At the time any Member is notified that they are the subject of an investigation they shall be given at least forty-eight (48) hours prior to any interview to contact a FOP/OLC Representative for the purpose of representation.

5.3 - Information Provided. A Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the factual allegations, known at that time, made against such Member, including a copy of any written complaint against the Member, prior to any questioning.

5.4 - Members Records. If the Member requests it, he or she shall be given brief time prior to any questioning to locate and review any written documents the Member possesses regarding the event(s) being investigated in order to fully prepare to accurately and completely respond to the questioning. An investigating officer may accompany the Member during his or her brief search and review of such documents.

5.5 - Criminal Charges. In advance of any questioning, a Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against the Member shall be advised of their constitutional rights in accordance with the law.

5.6 - Conduct of Interview. Any interviewing of a Member will be conducted at hours reasonably related to the Member's shift, preferably during working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

5.7 - Refusal to Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued may be made the basis for such a charge, except as set forth by law. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of rights and advice afforded the Member in regard to a criminal investigation. However if a Member is informed by the investigating officer his or her response to questions will not result in criminal charges against the Member and they are ordered to answer the questions, a Member's refusal to answer questions or participate in the investigation may form the basis for a charge of insubordination.

5.8 – Coercion. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Member that potential disciplinary action could result if the Member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

5.9 - Application to Other Members. When a Member is to be interviewed in an investigation of any other Member, such interview shall be conducted in accordance with the procedures established herein, and the Member shall be accorded all rights given to them subject to investigation.

5.10 – Complaints. When an anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim. If in the course of an investigation the complaining party is unable to be contacted or refuses to assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 – Access. A Member (and representative when one is involved) who is charged with violating Police Rules and Regulation shall be provided access to transcripts, records, written statements, and videotapes. Such access shall be provided reasonably in advance of any hearing to the Member or the FOP/OLC Representative.

5.12 – Transcripts. When a Member is being interviewed in an internal investigation the interview shall be tape recorded by the City. Tapes will be made only by the City and a transcript will be provided to the Member, upon the request of the Member or the Member's representative. The cost of the transcript will be split equally between the City and the FOP/OLC. If desired, the Member, and his or her representative, will be afforded the opportunity, upon written request directly to the Chief (or designee), to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview subsequent.

5.13 - Supervisory Responsibility. All complaints, internal investigations and Departmental charges shall be under the direction of the Sub-Division Lieutenant who may assign the Member's immediate supervisor to conduct/assist in the investigation. However, if the Member's immediate supervisor is, in the Chief's discretion, unavailable or cannot/should not perform such duties, then the Chief shall appoint a supervisor of a higher rank to investigate.

5.14 – Polygraph. In the course of questioning, a Member may only be given polygraph examination with the Member's consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to a polygraph examination, a polygraph examiner shall be chosen by mutual agreement of the City and the Member.

5.15 – Grievance. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Two.

5.16 - Status of Investigation. A Member subject to investigation shall, upon request, be advised at reasonable intervals, either that the matter is still under investigation or that the investigation has concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 - General. Except as specifically limited by the terms and provisions of this Contract, the Employer and the City Administrator shall retain all rights, powers, and authorities vested in it prior to the date of this Contract, regardless of whether such rights have been exercised in the past.

6.2 - Management Rights. The rights, powers, and authorities mentioned in Section 6.1 above shall include, but shall not be confined to, the following:

A. The right to manage and control the business and operation of the City and to determine all locations for City facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the City, the right to determine all schedules, schedules of events, assignments of employees, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall employees whenever necessary, to determine the size and composition of the work force including the right to relieve employees from duty or to abolish positions.

B. The power to establish rules and regulations governing all employees, the administration of the City, use of City property, attendance at meetings and the compensation and reimbursement of expenses therefore.

C. The authority to manage and direct its employees, to select, hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, discharge employees, and to determine shift schedules.

D. All rights, powers, and authorities granted at any time to the City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from, except as specifically limited by the terms of this Contract. The parties agree that all such rights, powers, and authorities shall be vested in the City and, for the life of this Contract there shall be no duty to bargain over such rights, powers and authorities.

6.3 - Rights Limitations. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Contract, they shall only be modified or limited to the extent specifically provided therein. Alleged violations are subject to the Grievance Procedures provided for herein.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 - Grievance Defined. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this agreement.

7.2 - Qualifications. A grievance can be initiated by the FOP/OLC or an aggrieved. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance as the designated representative of the group.

7.3 - Jurisdiction. Nothing in this Grievance Procedure shall deny Members any rights available at law to achieve redress of their legal rights, including the right to appear before the Civil Service Commission where that body agrees that it has jurisdiction over the subject matter. However, once the Member elects as his or her remedy the Civil Service Commission (and that body takes jurisdiction), or legal action, the Member is thereafter denied the remedy of the Grievance Procedure provided herein. Further, once a Member elects the grievance/arbitration procedure as their remedy the Member expressly waives the right to any other remedy, including but not limited to, Civil Service Commission or legal action except for appeal under Ohio Revised Code Section 2711.09, except as provided by law. This Section shall not apply to applicable civil rights or worker's compensation statutes.

7.4 - Establishment of Grievance Representatives. The FOP/OLC will designate not more than four (4) Grievance Representatives. The highest ranking FOP/OLC officer in the Bargaining unit may be the Grievance Chairman. The Grievance Representative shall be selected by the FOP/OLC but every effort will be made by the FOP/OLC to provide full Membership coverage by selecting one (1) Grievance Representative for each shift. One Grievance Representative selected by the FOP/OLC shall be designated as the Grievance Chairman.

7.5 - Duties of the Grievance Chairman. The Grievance Chairman and a named alternate, who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall be released from their normal duty hours upon approval of their supervisor, to participate in the following duties without loss of pay or benefits.

A. Representing the Member in investigating and processing grievances with review of the grievance prior to filing at step 2;

B. Replacing a Grievance Representative who is absent or unavailable;

C. General supervision and coordination of grievances in process and of Grievance Representatives;

D. Acting as liaison between the City Administration and the FOP/OLC on matters concerning grievances and this Procedure and this agreement.

Such approval of the supervisor will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal their grievance or have it heard. The Grievance Chairman shall be allowed reasonable, necessary time during scheduled working hours to perform the aforementioned duties and shall notify their supervisor in advance of such assignments.

7.6 - Grievance Procedure. The following are the implementation steps and procedures for handling Member's grievances:

A. **Preliminary Step.** A Member having an individual grievance will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the Member-grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 7.7) beyond the ten (10) calendar days time limit shall not be considered. The grievant must clearly indicate to their immediate supervisor which section(s) of this contract have been misinterpreted, violated or misapplied. At this Step, there is no requirement that the grievance be submitted or responded to, in writing. The Grievance Representative may accompany the grievant to the meeting with the supervisor should the latter request the attendance of a representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the Member may pursue the formal Steps which follow below. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman and the appropriate Grievance Representative.

B. **Step One -Police Captain**

(1) When such Member is not satisfied with the supervisor's response in the Preliminary Step, the Member may then submit said grievance in writing to the Police Captain on the Grievance Form agreed upon by the parties. Such form must be submitted to the Police Captain within seven (7) calendar days following the oral response from the Preliminary Step. The Police Captain shall date stamp the form. A grievance submitted beyond the seven (7) calendar day time limit shall not be considered.

(2) Within seven (7) calendar days of receiving the written grievance, the Police Captain shall fully investigate and provide a written response to the grievant. If the aggrieved Member does not refer the grievance to the Second Step of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered satisfactorily resolved.

C. **Step Two - Chief of Police.**

(1) Should the Member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days the Member may appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the office of the Chief of Police. The Chief shall date stamp the form, accurately showing the date the Chief's office received the form.

(2) Within ten (10) calendar days of receiving the Grievance Form, the Chief (or designated representative for this purpose) shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring to the meeting the Member-grievant and the appropriate Grievance Representative.

(3) In the meeting called for at this Step, the Chief (or representative designated for this purpose) shall hear a full explanation of the grievance and the material facts relating thereto.

(4) Within ten (10) calendar days of the meeting in this Step, the Chief shall complete his/her investigation and shall submit to the Grievance Chairman a written response to the grievance.

7.7 - Time Off For Presenting Grievances. A Member and the 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. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal a grievance or have it heard.

7.8 - Grievance Representatives. Grievant and Grievance Representatives shall not receive overtime pay to engage in grievance activities set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the grievant's shift hours. The FOP/OLC shall notify the Chief, in writing, the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

7.9 - Time Limits. It is the City's and the FOP/OLC's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful response at each Step, however, the grievant and the City's designated representative may mutually agree, at any Step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the

absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

7.10 - Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 7.6, certain specific representatives are 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 of the Grievance Procedure it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

7.11 - Grievance Form. The City and the FOP/OLC shall develop jointly a Grievance Form. Such form will be supplied by the FOP/OLC. The form is to be prepared in triplicate. Copies of the completed form, including the action taken, will be distributed as provided in Section 7.6. The jointly developed Grievance Form will be made available to the Grievance Representative(s).

7.12 - Non-Discrimination. No Member or representative of the FOP/OLC shall be removed, disciplined, harassed or discriminated against because the Member has filed or pursued a grievance under this procedure.

ARTICLE 8

ARBITRATION

8.1 - Appeal from Step Two. Should a Member grievant, after receiving the written answer to a grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved to the Member's satisfaction, the Member may, upon approval of the FOP/OLC, request that it be heard before an arbitrator. The FOP/OLC must notify the City of its intent to arbitrate within twenty-one (21) calendar days of receipt of the written answer from the Chief at Step 2.

8.2 - Selection of Arbitrator. Within fourteen (14) calendar days following the City's receipt of the FOP/OLC's notification for arbitration, the City and the FOP/OLC 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 to submit a panel of nine (9) names. The City and the FOP/OLC shall select one mutually acceptable arbitrator from the panel. If the City and the FOP/OLC cannot mutually agree, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Before striking, each party may request a new and complete panel once. The party making such request shall pay the additional panel fee, if any.

8.3 - Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. It is expressly understood that the ruling and decision of the arbitrator, within their function as described herein, shall be final and binding upon the parties. The arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which is not required by the application of the express terms of this Contract.

8.4 - Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne equally by both parties. The expenses of any non-Member witness shall be borne, if at all, by the party calling them. The fees shall be split equally if both parties desire a report or request a copy of any transcript. Any Member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the Member's normally scheduled working hours on the day of the hearing.

8.5 - Arbitration Award. The arbitrator shall render in writing the findings and award as quickly as possible within thirty (30) calendar days after the close of the hearing, and shall forward such findings, award, and all supporting data to City and to the FOP/OLC. The award, if in favor of the grievant, will be immediately implemented by the City.

ARTICLE 9

LABOR RELATIONS MEETINGS

9.1 - Commitments. The City and the FOP/OLC recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Agreement through meetings of representatives to exchange views and information. Accordingly, the Labor relations committee shall continue to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least once semi-annually and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are such things as major changes in operations contemplated by the City which will affect Members of the FOP/OLC, contemplated changes in General orders, contemplated changes in police mission, and concerns of the FOP/OLC relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the FOP/OLC and the City during the term of this Contract concerning any issue referred to the committee by either party. The committee shall consist of two (2) representatives from the FOP/OLC, one of which shall be the highest ranking FOP/OLC official in the Bargaining unit and the other shall be appointed by the first, and the Chief of Police and the Administrative Assistant (or designee). Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties.

The committee's authority shall be limited to discussions, exploration and study of subjects referred to it by the FOP/OLC and the City. Any committee recommendations to the FOP/OLC and the City are on a confidential basis; likewise there shall be no publication that the committee is meeting on any specific subject without the advanced approval of the FOP/OLC Grievance Chairman and the Administrative Assistant (or designee). The committee shall have no authority to bargain for the FOP/OLC and the City on any issue. The committee shall not engage in collective bargaining nor in any way modify, add to, or delete from the provisions of this Contract. To the extent that mutual agreement may be reached, the committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Contract.

Through these meetings the FOP/OLC and the City agree to discuss legitimate and reasonable efforts to maintain and improve the skill, ability and service delivery of the Bargaining unit and the elimination of unnecessary inefficiencies where such can be shown to exist.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

10.1 - Corrective Action for Cause. No Member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

10.2 - Pre-Disciplinary Procedure. The following is the procedure which shall be used by the City prior to any disciplinary action being taken against a Member which is more serious than a written reprimand.

A. The Chief of Police shall have the right to relieve a Member without pay for the remainder of the particular shift when the Member is unfit for duty or insubordinate during that tour of duty, provided that if the changes are ultimately determined to be unfounded, the Member will be reimbursed for such shift.

B. The Chief of Police shall also have the exclusive right to recommend that a Member be subject to suspension, reduction in pay or position, or removal. The Chief of Police shall certify recommendation in writing, together with the charges.

C. Once the Chief of Police has certified a recommendation, the Chief shall notify the Member of the recommendation. Within seven (7) calendar days after receiving notification, the Member shall notify the Chief of Police as to whether the Member:

(1) accepts the Chief of Police's recommendation, in which case the recommendation shall be implemented immediately; or

(2) rejects the Chief of Police's recommendation and chooses to appeal the recommendation to the Director of Public Safety.

If the recommended disciplinary action exceeds a thirty (30) day suspension, the Member may not accept the Chief of Police's recommendation and the matter shall be automatically appealed to the Director of Public Safety.

D. If the matter is appealed to the Director of Public Safety, the following procedures shall apply:

(1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's representative at least two (2) days prior to the hearing on such charges. This certification shall be made to both the Director of Public Safety and the Member.

(2) Within seven (7) calendar days from the receipt of the Chief's recommendations, the Director of Public Safety shall schedule a departmental hearing. The Member may be placed upon administrative reassignment or administrative leave with pay by the Chief of Police pending the outcome of the departmental hearing.

10.3 - Departmental Hearings. In accordance with the provisions set forth above, if a disciplinary matter is appealed to the Director of Public Safety, the Director of Public Safety shall conduct an independent hearing/pre-disciplinary conference where the charged Member will be allowed to be represented by an attorney or FOP/OLC representative (at no cost to the City), and will be allowed an opportunity to present the Member's position, to call witnesses material to their defense and to present evidence. During this hearing/pre-disciplinary conference, the Member will not have the opportunity to confront and cross-examine their accusers. Hearings will be held in the office of the Director of Public Safety, unless an alternative site is mutually agreed upon by the parties. The Director of Public Safety, in any hearing or charges against a Member, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor, and shall have the opportunity to question or examine any Member or witness. The Director of Public Safety shall render judgment which may be dismissal, suspension, written reprimand, oral reprimand or not guilty. Such judgment shall be final except as otherwise set forth in this Contract. Oral and written reprimands shall not be subject to arbitration.

A Member who is charged, their representative, or the City may make written request for a continuance. Such request will be granted where practical at the discretion of the Director of Public safety. The length of such continuance shall be mutually agreed upon.

A Member who is charged, or the representative, may make written request directly to the Chief to review the Member's personnel file. Such request will be granted immediately by the Chief in the case of a pending departmental hearing. The City will make all good faith efforts to notify the affected Member of any charges or any decisions reached as a result of a departmental hearing, prior to any public statement.

10.4 - Actions of Record. At any time an inquiry concerning a Member occurs wherein corrective action of record (written reprimand, suspension, reduction, or removal) will or may result, the Member will be immediately notified that such result is possible. While the parties understand that some supervisors will retain private, written notes to document their giving of oral reprimands, such written documents or oral reprimands will not appear in Members' personnel files or other official records of the City or the Division of Police. Any such written documents or oral reprimands found in such records or file shall be removed upon the request of the Member.

10.5 - Progressive Action. The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral

reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal.

10.6 - Duration of Records. All disciplinary records will be maintained in each Member's personnel file throughout their period of employment except as follows: records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred; written reprimands will be removed from the file upon the request of the Member one (1) year after such was given if no further corrective action has occurred; and suspensions will be removed from the file upon the request of the Member three (3) years after such was given if no further corrective action has occurred.

10.7 - Review of Personnel Files. Every Member shall be permitted to review their own personnel file at any reasonable time upon written request to the supervisor. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and Courts of competent jurisdiction which have subpoenaed them, a Member's personnel files shall not be available for review by anyone. No information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, job classification and pay range; except that additional specified information may be given upon the advance, written approval by the Member involved to the Chief of Police, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Member approval given. Any Member may copy documents that have been placed in their file.

Notwithstanding, the provisions of the preceding paragraph which would limit access to a Member's personnel file, if a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least five (5) working days prior to the City's intended compliance with the request. Within this five (5) day period, the Member shall have the opportunity to take any one or more of the following actions:

A. Insure that any material within the Member's personnel file, which is subject to removal from the file under any provision of this Contract or by any other applicable law, is removed prior to the City's compliance with the request;

B. Protest the City's intended compliance with request by filing a written letter of protest with the Director of Public Safety, which letter of protest shall be considered prior to the City's compliance with the request; and

C. Pursue any available legal remedy.

10.8 - Inaccurate Documents. If upon examining their personnel file, any Member has reason to believe that there are inaccuracies in documents contained therein; the

Member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the Member's contentions the Chief shall either remove the faulty document or attach the Member's memorandum to the document in the file and note thereon concurrence with the memorandum's contents.

10.9 - Placement of Material in Personnel File. Any document relating to a Member's employment status with the City shall be maintained in the Member's personnel file provided, however, that a Member's personnel file may be kept in various locations throughout the City. Medical and psychological records shall not be kept in the Member's personnel file, but shall be kept in a separate file.

ARTICLE 11

WORK RULES AND INFORMATION ORDERS

11.1 - Work Rules. The City agrees, that, to the extent possible, work rules shall be reduced to writing and provided to all Members fourteen (14) days in advance of their enforcement. Any charge by a Member that a work rule, General Order, Training Bulletin or Informational Order is in violation of this Contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for a grievance. The City will provide the FOP/OLC Grievance chairperson copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates.

ARTICLE 12

SENIORITY CONSIDERATIONS

12.1 - Seniority Defined. For purposes of this Contract, "Seniority" shall be defined as total continuous service in the City. Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other City-approved leaves of absences as allowed by this Contract or by City ordinance. A "break in service" is defined as:

A. Separation because of resignation, except where Member is rehired within one (1) year;

B. Removal;

C. Failure to return from an authorized leave of absence;

D. Unauthorized leave of absence;

E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all available sick leave, which ever is greater, except that this provision shall not apply to a medical leave of absence which results from an Member's injury in the line of duty as defined in Section 21.5.

12.2 - Application of Seniority. When a vacancy occurs on a shift and/or days off scheduled or vacation leaves are to be scheduled, and where there are two or more applicants with the same request, the applicant with the highest seniority shall be granted the request. All job openings within the division must be posted at least one (1) week prior to the filling that position provided, however, that in the event a Member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

12.3 - Application of Seniority for Specialized or Technical Positions. Whenever a vacancy or a new position occurs which requires specialized and/or technical skills and where there are two or more applicants for the same vacancy or position, the applicant who is qualified for the position because of basic skills, ability, work performance, specialized training and seniority shall be considered for the vacancy or position. All job openings within the communications bureau must be posted one (1) week prior to filling that position provided, however, that in the event a Member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

12.4 - Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment generally not to exceed six (6) months. If that assignment exceeds six (6) months, then the assignment will become permanent and the new assignment will be posted according to the guidelines set forth in Section

12.2 or Section 12.3 unless extended as set forth below. If a temporary assignment exceeds six (6) months and the Chief of Police does not intend to make that assignment permanent, the Chief will announce by posting that the particular temporary assignment will continue. That continuance will be for six (6) months. After this six (6) month period, the assignment automatically becomes permanent and the Member's new assignment will be posted according to the guidelines set forth in Section 12.2 or Section 12.3 above. In the event of a special assignment that last beyond one (1) year, the affected Member may bid based on seniority upon the expiration of the special assignment. If the temporary assignment does not become permanent under the provision of this Section, then the temporary assignment shall be abolished and the Member under temporary assignment shall be returned to their former permanent assignment. A temporary assignment once abolished shall not be recreated as a temporary assignment within one (1) year after the abolishment, unless the department opens the recreated temporary assignment to bidding.

ARTICLE 13

WAGES AND LONGEVITY

13.1 - Wages. The following straight time wages will be paid Members:

Effective January 1, 2012:

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	$18.50	$19.96	$21.40	$22.88	$24.34
Shift Supervisor	$19.61	$21.16	$22.68	$24.25	$25.80

Effective January 1, 2013

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	$18.69	$20.16	$21.61	$23.11	$24.58
Shift Supervisor	$19.81	$21.37	$22.91	$24.49	$26.06

Effective January 1, 2014

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	$18.97	$20.46	$21.93	$23.46	$24.95
Shift Supervisor	$20.11	$21.69	$23.25	$24.86	$26.45

13.2 - Pay Plan. The Member shall be advanced to the next higher rate in the appropriate schedule, set forth below, providing the Member's services have been satisfactory at the discretion of the City. Subsequently, the Member shall be advanced to higher rates within the schedule yearly until the Member has reached the maximum rate of the schedule for the position. For purposes of clarification, every Member in a classified position covered under this Contract, to be eligible for a step increase, shall have successfully completed one full year of satisfactory service within a particular class, step and grade. The following shall apply to advancement from Step 1 to Step 5 in the position of Dispatcher:

A. Step 1 shall be the minimum rate and shall be the hiring rate for the class except the City may elect to start a new hire at a higher step if the applicant clearly has demonstrated previous emergency dispatcher experience and training. In no case will the new hire receive a starting rate higher than Step 3.

B. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following completion of one (1) year of continuous service in the Member's class at Step 1.

C. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following completion of one (1) year of continuous service in the Member's class at Step 2.

D. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following completion of one (1) year of continuous service in the Member's class at Step 3.

E. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 5 on the first day following completion of one (1) year of continuous service in the Member's class at Step 4.

F. The salary step advancements as prescribed in this Article shall be mandatory upon the Appointing Authority with regard to classified employees.

G. References in this Contract to Step 1 are provided only for reference and are not to be viewed as indicative of any representation made by the FOP/OLC or the City that the FOP/OLC had or has any role to play in the hiring or recruiting of dispatchers.

13.3 - Pension Pick-up. The full amount of the statutorily required employee contribution to the Public Employees' Retirement System ("The Fund") shall be withheld from the gross pay of Members and shall be "picked-up" by the City and shall be designated as public employees contributions and shall be in lieu of contributions to the Fund by each Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

13.4. Longevity For all Members, the following longevity bonus schedule shall be in effect.

Paid First Pay Period Following this Anniversary	Annual Longevity Lump Sum Payment

5th through 10th	$ 1,075.00 per year
11th through 15th	$ 1,325.00 per year
16th through 20th	$ 1,550.00 per year
21st and thereafter	$ 1,900.00 per year

The longevity payments shall be made, in accordance with the above schedule. Payment will be made in a separate lump sum payment on the first pay period ending after each anniversary date of each year. For the purposes of overtime compensation, longevity shall be included in the Member's overtime rate and such overtime shall be paid each pay period as earned.

13.5. Training Officers (TO). Training Officers will be selected by their immediate Supervisor on the basis of their experience, education, skills and work performance in addition to their ability to train individuals. Training Officers, so selected, shall receive seventy-five cents ($.75) per hour for all hours actually worked as a training officer. Such compensation will not be included with any leave time; only hours actually worked.

13.6 TAC Assignment. Any Member selected by their immediate supervisor to perform the duties as a "TAC Officer" shall be compensated an additional Member seventy-five cents ($.75) per hour. Such compensation will not be included with any leave time; only hours actually worked.

13.7 Wage Statement. The City shall provide to each Member a statement that lists the Member's regularly hourly rate and the Member's overtime hourly rate, including any required premium pay. Such statement will be provided whenever the regular hourly rate or overtime hourly rate changes.

ARTICLE 14

SHIFT DIFFERENTIAL

14.1 - Shift Differential Pay Rate The shift differential for qualifying hours actually worked shall be as follows:

A. Effective January 1, 2012 shift differential shall be one dollar and ten cents ($1.10) per hour.

14.2 - Eligibility. Shift differential pay shall be provided for the hour(s) actually worked between 3:30 p.m. and 7:30 a.m. only, but excluding any hours in paid status while on approved leaves (injury leave, vacation, sick leave, off-duty court time hours and other such time) - shift differential shall not be paid in addition to regular pay for any hours of leave with pay.

If shift differential pay is applicable under the terms of this Article and authorized overtime occurs, the shift differential shall be paid only for each whole hour of overtime actually worked between the qualifying hours, and the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate only for such hour(s). 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.

14.3 - Method of Payment. Shift differential pay will be paid on a bi-weekly basis.

ARTICLE 15

CLOTHING AND EQUIPMENT

15.1 - Initial Issue. Upon appointment to the Division of Police each new Member shall be issued all required and approved uniform parts and equipment. Please refer to the Grove City Police Uniform and Equipment Manual.

15.2 - Cleaning and Replacement. The City will issue each Member a check in January in the amount of one hundred and seventy five ($175.00) dollars for the cleaning of the uniforms. When uniforms or equipment are deemed unserviceable by the chain of command due to normal wear and tear, the uniform or equipment will be replaced at no cost to the Member.

15.4 - Personal Items. Members must obtain approval from the Chief of Police and sign a release and waiver prior to wearing personal items in the line of duty.

15.5 - Damaged or Lost Uniform Parts or Equipment. All clothing and uniform parts or equipment must be approved in advance of use by the Chief. For all clothing and uniform parts or equipment so approved, Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member may subject the Member to discipline.

ARTICLE 16

RESERVED

Article 16 is reserved for future use.

ARTICLE 17

HOURS OF WORK AND OVERTIME

17.1 – Definitions. For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard work day shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off. "Paid Status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military and sick leaves, etc.

17.2 - Compensation. The City shall pay each Member on a biweekly basis.

The City may adjust its pay periods to be consistent with all state and local laws. Any such adjustment to the pay period shall be fully communicated to all Members, be the same for all City employees and be administered to minimize the financial impact on all Members.

17.3 - Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status (other than sick leave as set forth below) totaling in excess of the eight (8) or ten (10) hours standard workday (whichever applicable) and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one-half (1½) times the Member's regular straight-time hourly rate. Sick leave will not count as time actually worked for overtime purposes once a Member exceeds 40 hours used in a calendar year. Approved FMLA time will not count towards this 40 hour/year limitation for overtime purposes. The use of sick leave for the purpose of attending a funeral or a bereavement situation shall not count towards this 40 hours/year limitation. All overtime shall be paid no later than the conclusion of the next succeeding pay period.

17.4 - Overtime Scheduling. Good faith efforts will be made consistent with efficient and effective operation of the Department to rotate prescheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified Members. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave. The City will make reasonable attempts to post pre-scheduled overtime two (2) weeks in advance when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime.

17.5 – Provisions Regarding Holidays and Overtime. Requests for leave on the holidays listed in Article 19, and the additional days listed below, for the purpose of this Article only, shall be granted only if another Member(s) voluntarily accepts the assignment of the shift hours. The Member requesting leave shall forward their request

in writing to the Supervisor, who will then post the leave request on the overtime posting sheet upon receipt. The Member shall make the leave request at least seven (7) days before such leave is desired. Member(s) shall indicate their willingness to volunteer for such coverage by signing the overtime posting sheet where indicated. If voluntary coverage is not offered by other Members, the leave will not be granted to the requesting Member. In addition to those listed in Article 19, dates that will not be covered with mandatory assignment, absent special needs or circumstances, which will be determined in the City's sole discretion, are:

- Grove City Fireworks
- Grove City Beggar's Night
- New Year's Eve
- Mother's Day
- Father's Day

The City maintains the right to mandate coverage on all days, including holidays and those days listed above, for leave requests of five (5) or more working days or approved sick/injury leave. This provision shall not be construed to limit the City's management rights and responsibilities.

17.6 - Shift Preference. Whenever a vacancy occurs in a shift and/or days off schedule, the Member applicant with the greatest seniority (as defined in Section 12.1) making a request for said vacancy shall be selected. Written requests for changes in shift and/or day off schedules may be made at any time. Such requests will be reviewed and acted upon at least every six (6) months in February and August. Such request will be retained until the completion of the next bidding process. As long as staffing levels allow, the City shall continue the practice of shift bidding twice a year (beginning on the first Monday in February and August as noted above) with such bidding changes taking effect the first full pay period after completion of the bidding process. When the bidding process is underway, each Member shall have no more than three (3) calendar days to make a bid selection after receiving notice that it is their turn to make a bid on the schedule. A Member who does not make bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and the process shall continue with the next least senior dispatcher. After the next least senior dispatcher makes a selection, the process will return to the Member who was most recently bi-passed from the process due to the failure to make a timely bid. At that time, the Member will again have three (3) calendar days to make a bid on the schedule. A Member who again does not make a bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and their turn shall revert to the end of the process. The process shall continue with the next least senior dispatcher. This bidding process and provision, including the timelines and forfeitures, shall not be affected or adjusted for any leaves or absences of any kind. There shall be no ability to appeal or grieve any aspect of this bidding process and provision.

17.7 - Substitution (Trading) of Time. A Member, at the Member's option may agree to substitute during scheduled work hours for another Member, subject to the following:

A. The substitution must be approved by the supervisor of the Member who is seeking to find a substitute for their hours.

B. The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime but the hours may result in the payment of shift differential or Holiday premium to the Member working the substitution or trade if the hours so qualify. The Member who has traded away such time will in no way qualify for any pay whatsoever for such hours.

C. The substitution may not result in the Member working back-to-back shifts.

D. The Member who agrees to substitute for another Member shall be held responsible for a failure to report, tardiness, absence, etc., as if it were their regularly scheduled shift.

E. All trades must be completed within 90 days.

F. Members who terminate City employment for any reason with trades still owed shall have the total number of hours withheld from their final City pay.

17.9 - Shift Transfers. Consistent with the rights granted management in Article 6, Management Rights and Responsibilities, the City may reassign a Member to another shift. The City shall give the Member fourteen (14) days notice prior to the transfer, or less if mutually agreed upon by the City and the Member. If such a shift reassignment is made by the City after the request of any Member(s) no notice need be given to any affected Members(s).

17.10 Overtime Compensation. The City agrees that premium payments required by FLSA will be included in the Member's base hourly rate when determining overtime rate.

ARTICLE 18

REPORT IN, CALL IN, AND COURT PAY

18.1 - Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1½) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time.

18.2 - Court Time. Members who are required to make work-related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled hours. When such court appearances are not during a Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1½) times their hourly rate for each such hour worked, and shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Member's required appearance in any administrative hearing.

18.3 – Court Stand- by.

A. When a Member is issued a stand-by subpoena, and is required to be on "stand-by" status for court appearances, away from their work, and outside the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such "stand-by" status at the Member's regular straight-time rate of pay. If a Member is required to make a court appearance, Section 18.2 shall apply and the Member shall not be entitled to "stand-by" pay.

B. If a Member receives a subpoena marked "stand-by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between 11:00 a.m. and 12:00 p.m. (noon) to see if the Member is required to appear in court, on said subpoena case. If the Member is advised they are not needed to appear in court, the Member shall request the "call for service dispatch number". This number shall be recorded by the Member on the Member's payroll time sheet. The Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court "stand-by" pay.

C. Members issued a stand-by subpoena must be available to respond to all calls prior to 11:00 AM. Failure to respond to such calls will result in the loss of Court Stand-by pay for that particular subpoena.

D. The City and the FOP/OLC agree that if court procedures are changed by the court system, that these policies may be discussed at labor relations to insure that this stand-by policy remains fair and equitable.

ARTICLE 19

HOLIDAYS

19.1 - Paid Holidays. The following are designated as paid holidays for all Members:

New Year's Day	January 1
Martin Luther King Day	January 15
Washington's Birthday	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31
Member's Birthday	

Any special holiday proclaimed by the Mayor.

19.2 Holiday Compensation/Holiday Leave Bank. Members shall receive 104 hours of holiday leave January 1st of each year. The use of this time shall be scheduled with the approval of the immediate supervisor and consistent with vacation leave scheduling. Holiday leave can be used in one (1) hour increments.

No holiday time can be carried over into the next calendar year. Members must use holiday time as time off on or before November 1st of each year. Any unused holiday time will be paid to the Member at the end of November at the Member's current regular rate of pay.

Members who leave City employment for any reason during the calendar year shall have the holiday leave prorated based upon the number of City recognized holidays to date. For Members who terminate City employment during the calendar year, any holiday leave used in excess of this amount will be deducted from vacation leave or regular pay on the Member's final check. Members in their first year probationary period may use no more than eight (8) hours of holiday leave per leave request.

19.3 - Payment for Actual Working on Holidays. If a Bargaining unit Member is scheduled to work and does work on one (1) of the aforementioned holidays the Member will be paid one and one half (1½) times his or her regular hourly rate in addition to holiday pay referenced in Section 19.2. These payments shall be made with the Member's regular pay.

ARTICLE 20

VACATION LEAVE

20.1 - Vacation Year. The vacation year for Members shall end at the close of business on the last day of the last pay period that ends in the month of December.

20.2 - Conditions of Accrual. Each full-time status Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 20.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

20.3 - Accrual Schedule for Vacation. The following vacation accrual schedules are established:

Years of Service	Paid Vacation Hours per Year	Vacation Hours Per Pay Period
1 yr. through & including 3 yrs	80 hours	3.0769
4 yrs through & including 8 yrs	120 hours	4.6153
9 yrs through & including 13 yrs	160 hours	6.1538
14 yrs. through & including 17 yrs	200 hours	7.6923
18 yrs. or more	240 hours	9.2307

20.4 - Maximum Accrual of Vacation.

Years of Service	Maximum Accrual of Vacation Hours
1 yr. through and including 3 yrs.	240 hours
4 yrs. through and including 8 yrs.	360 hours
9 yrs. through & including 13 yrs.	480 hours
14 yrs. through & including 17 yrs.	600 hours
18 yrs. or more	720 hours

A. At the end of each vacation year, Members in full-time status shall be paid for any vacation balances in excess of the maximum fixed by this Article.

B. A Member in full-time status who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such Member a vacation leave after their last day of active service with the City.

C. When a Member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the Member's estate at the rate of pay in effect at the time of the Member's death.

D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Appointing Authority.

E. Vacation leave may be taken in one half (½) hour increments. Supervisors may recommend vacation time for one (1) to seven (7) hours upon request and without prior notice.

F. More than one (1) Member may be on vacation leave at the same time.

G. When two (2) or more Members choose the same vacation time and operational needs require the limitation of the number of Members who can be off, the Member with the greater seniority will be given first choice, except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.

H. The City may recognize prior emergency dispatch experience for the accrual of vacation leave. The scheduling of such vacation will still follow seniority rules with the City.

ARTICLE 21

SICK AND INJURY LEAVE

21.1 - Sick Leave Accumulation. Each full-time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. Sick leave may be used in one half (½) hour increments. When a Member first comes under the employ of the City, the Member shall be advanced sick leave to their credit in an amount equivalent to one hundred and twenty (120) hours. Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have been worked to earn the amount of sick leave advanced to said Member.

21.2 - Sick Leave Usage. Members may use sick leave, upon approval of the Administrative Assistant or the Chief, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Department Head); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family. For purposes of this Article, "immediate family" shall include spouse, child, parents, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half brother, half sister.

At the City's discretion, an employee shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the employee's health care provider or fully completed applicable City forms including those relating to FMLA or other leaves then in use by the City. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving Worker's Compensation for the same purpose.

21.3 - Sick Leave Conversion and Cash Payment for Sick Leave Credit. Once each calendar year, any Member who accumulates five hundred (500) or more hours of unused sick leave shall be given the option of converting up to eighty (80) hours of unused sick leave at the rate of two (2) hours of unused sick leave for one (1) hour of paid compensation at the Member's regular straight-time rate of pay (for a total of forty (40) hours' pay). Members shall, at the time of their retirement or resignation in good standing, receive sick leave payment based on the Member's rate of pay at retirement, or resignation for one-half (½) of the accumulation in excess of three hundred and sixty (360) hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of an injury sustained in the course of their employment, the Member's estate shall be paid, on a day for day basis, for their unused sick leave at the rate of pay in effect at the time of the Member's death.

21.4. Donated Sick Leave

A. Eligibility - Any eligible Member may apply to the Administrative Assistant or the Police Chief, to receive donated sick leave, if the Member requesting such donated sick leave:

1. Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;

2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; leave balances must first be exhausted.

3. Has not been offered non-work related Transitional Duty; and

4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure:

1. A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Administrative Assistant or the Chief. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The Administrative Assistant or the Chief shall have the discretion to approve or deny such request. Copies shall be provided to the employee, Human Resources and the Chief of Police.

2. Upon approval of a request for sick leave donation, the Administrative Assistant or the Chief shall complete the necessary form and forward copies of same to each Member.

3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to the Chief of Police, who shall provide a copy to Human Resources.

C. Approval - Upon approval of a Member's request for donated sick leave, the Administrative Assistant or the Chief shall:

1. Notify all bargaining unit Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

2. Approve payment of any such donated sick leave to the requesting Member on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the Member with their regular, straight-time pay for such pay period, whichever is greater.

D. Donating Sick Leave - A bargaining unit Member may donate accrued and unused sick leave to their credit to any other bargaining unit Member who has been approved to receive donated sick leave if the donating Member:

1. Retains a sick leave balance of at least two hundred – forty (240) hours after deduction of the hours offered for donation; and

2. Voluntarily elects to donate sick leave to the Member approved for donation, understanding that any such leave donated and used shall not be returned.

E. Terms and Conditions – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;

2. A Member receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;

3. Sick leave shall be deducted from donating Members proportionately from all donated hours and credited to the receiving Member's account on pay day up to the amount necessary for the Member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating Member.

4. A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

5. Members receiving donated sick leave shall be eligible to receive such leave only until the Member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks pay. Members who have continued to receive full donations and whose physicians extend their

estimated date of return will be eligible for notification for the need for further donation.

6. No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A Member may not apply for donated leave more than once in any twelve (12) month period.

7. No Member may donate more than 40 hours to another Member in a calendar year.

8. The Administrative Assistant or the Chief shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No bargaining unit Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

21.5 - Injury Leave. Each Member of the City who is disabled from performing their employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Members by the sick leave provisions hereof, injury leave at the Member's normal rate of pay. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury but for no more than six (6) months from the date of the disabling injury. The Director of Public Safety shall keep accurate records of injury leave and file a statement of such leave with the Mayor at the end of each month. The Director may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section 21.5. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment.

ARTICLE 22

SPECIAL LEAVES

22.1 - Special Leave. In addition to other leaves authorized herein, the Department Head may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed five (5) working days of any calendar year. The City Administrator may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year in their sole discretion. In addition, the City Administrator may require special leave be dual counted along with leave under the Family and Medical Leave Act. While an employee is on special leave, they shall be responsible for the full cost of their benefit program and any other requirements set by the City, unless regulated by state or federal law.

22.2 - Jury Duty Leave. A Member, while serving upon a jury in any court of record will be paid their regular salary for each of their workdays during the period of time so served less whatever amount such Member may receive as compensation for the Member's services as a juror. Time so served shall be deemed active and continuous service for all purposes.

22.3 - Examination Leave. Time off with pay shall be allowed Members to participate in Grove City Civil Service tests or to take a required examination, pertinent to their City employment, before a State or Federal Licensing board.

22.4 - Military Leave. Members who are Members of 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, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the O.R.C., for periods of up to one hundred and seventy-six hours (176) hours within one (1) calendar year.

Employees 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 (1) 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, 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 as indicated above. The leave will cover the official period of the emergency.

Employees who are called or ordered to service by the President of the United States or an act of Congress for periods beyond one hundred and seventy-six (176) hours within the calendar year are entitled to leave of absence and to be paid the lesser of:

A. The difference between the Member's gross monthly wage and the sum of the Member's gross uniformed pay and allowances for the month; or

B. Five hundred dollars ($500.00)

No pay for such periods will be received if the Member's military pay exceeds the pay as a City employee. The leave will cover the official period of the emergency.

22.5 - Absence Without Leave. Whenever a Member who intends to be absent from duty without pay shall report the reason therefore to their supervisor prior to the date of absence when possible and in no case later than mid-shift on the first day of absence. All unauthorized and unreported absences shall be considered as absences without leave and a reduction in pay shall automatically be made for the period of absence. Such authorized absence may also be made the grounds for corrective action.

22.6 - Applicability of Federal Law. It is the parties' intent that this Article, in conjunction with other leave provisions, be applied in compliance with the Family and Medical Leave Act.

ARTICLE 23

FAMILY AND MEDICAL LEAVE

23.1 Family and Medical Leave Act (FMLA) Leave. Members who have worked for the City for at least twelve (12) months, and who have worked for at least twelve hundred and fifty (1250) hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

A. The birth of a child, and to care for that child. This leave must be taken during the 12-months period immediately following the birth of the child.

B. The placement with the Member of a child through adoption or foster care. This leave must be taken during the 12-months period immediately following the placement of the child.

C. To care for a spouse, child or parent ("covered family member") with a serious health condition.

D. The serious health condition of the Member which makes the Member unable to perform the functions of the Member's job;

E. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the Member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces; or

F. In order to care for a service Member who is the Member's spouse, son, daughter, parent or next of kin because of a serious injury or illness that the service Member incurred in the line of active duty in the Armed Forces (hereafter referred to as "service Member-care leave").

23.2 Definitions.

For the purposes of this Article:

A. "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. A Member's "child" is one for whom the Member has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

B. "Parent" means a biological parent or an individual who stands or stood in loco parentis to a Member when the Member was a child. This term does not include parents "in law".

C. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or in the case of a Member, who had such responsibility for the Member Member when the Memberwas a child. A biological or legal relationship is not necessary.

D. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);

2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health care provider, or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider.

3. Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy;

4. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the employee or family Member is under the continuing supervision of a health care provider;

5. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) **calendar** days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or

6. Prenatal care by a health care provider.

E. "Spouse" means a husband or wife as defined or recognized under Ohio law for purposes of marriage, including common law marriage. This definition does not include unmarried domestic partners. If both spouses are working for the City, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a parent with a serious health condition.

23.3 Twelve (12) Month Leave Period. The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

23.4 Leave Use . FMLA leave may be taken intermittently or on a reduced leave schedule, at the Member's option, to care for a sick family member or for the Member's own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a Member's usual number of working hours per work week, or hours per work day.

23.5 Return From Leave. Upon return from FMLA leave, the Member shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.

23.6 Service Member-Care Leave Extension. For service Member-care leave only, the Member is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstances is any Member entitled to more than a total of twenty-six (26) workweeks of FMLA for any combination of reasons during a twelve (12) month period.

23.7 Insurance Benefits. During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Member prior to FMLA leave shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan premiums from the Member if the Member fails to timely make such payments during the unpaid FMLA leave.

23.8 Seniority. During an FMLA leave, a Member shall continue to accrue seniority and continuous service, during paid and unpaid status.

23.9 Substituted Paid Leave.

A. Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the Member's own serious health condition.

B. Accrued but unused sick leave, vacation and/or compensatory time may be substituted, at the Member's option, for any otherwise FMLA unpaid leave taken for any reason.

23.10 Notice Requirements. A Member shall provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) calendar days notice is not practicable, notice must be given as soon as practicable. This notice may either be verbal or in writing, and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Member should consult with the City and make a reasonable effort to schedule the

leave as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the Member fail to give thirty (30) calendar days notice for foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of FMLA leave until at least thirty (30) calendar days after the date the Member provides notice to the City for the need of FMLA leave, provided that the Member has actual notice of the FMLA notice requirements. Where the Member uses substituted paid leave, the notice requirements applicable to such leave shall apply.

23.11 - Medical Certification Requirement. The following certification requirements shall apply to FMLA leave requests:

A. Members who request leave because of their own serious health condition or the serious health condition of a covered family Member may be required to provide a certification issued by the health care provider of the Member or the Member's family member. The City shall give the Member written notice of the requirement for medical certification in a particular case.

B. Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the Member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.

C. In most cases where the City requests certification, the Member will be requested to furnish certification at the time the Member requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave commences. The City may request certification at some later date if the City has reason to question the appropriateness of the leave or its duration.

D. A certification form shall be developed by the City which meets FMLA's certification requirements. The City may use the optional form developed by the United States Department of Labor; however, no additional information other than contained on this form may be required. The City's certification form will be made available to a Member where the City has required certification.

E. In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the Member and the City.

23.12 Periodic Report. The City may require a Member on FMLA leave to report periodically on the Member's status and intent to return to work, such reporting periods

shall be reasonable. If a Member gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Member to work ceases.

23.13 Fitness For-Duty Report. A Member who takes FMLA leave because of the Member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work. The City may seek fitness-to-duty certification only with regard to the particular health condition that caused the Member's need for the FMLA leave. If a Member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the Member submits the certification.

ARTICLE 24

INSURANCE

24.1 - Hospitalization, Surgical, Major Medical. The City agrees, for the life of this Agreement, to continue to provide a similar level of hospitalization, surgical, major medical, dental, vision and life insurance as was in effect at the time of the signing of this Agreement. The City agrees to meet and discuss any proposed modification or change of carrier prior to the time any modifications or change of carrier would be implemented. The City shall pay ninety (90%) of the cost of the monthly premium for such coverage and the Member shall pay ten (10%) of the cost of the monthly premium for such coverage for the life of this Agreement. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per year. Annual adjustments shall be made for the life of this Agreement on or around each January 1 to reflect the City and employee monthly premium costs. The amounts paid by Member's will be reduced from the Member's gross salary for tax purposes, so long as permitted by law.

24.2 – Plan Requirements/Cost Containment/Medical Utilization Review. Members shall follow all terms, conditions, requirements and procedures of the City's that are in effect. For illustrative purposes, this may include, but is in no way limited to, terms, conditions, requirements and procedures related to inpatient admissions, pre-certifications, medical utilization review, deductible and co-insurance provisions, emergency and non-emergency visits and surgeries, second opinions and other such policies.

24.3 - Vision Care Plan. The City will maintain current or similar vision coverage for all full-time Members for "single" or "family plan" coverage.

24.4 - Dental Care Plan. The City will maintain current or similar dental coverage for all full-time Members. for "single" or "family plan" coverage.

24.5 - Life Insurance. The City will provide life insurance in the amount of fifty thousand dollars ($50,000.00) with the City paying all premiums.

24.6 - Communicable Disease Testing. The City will pay for any testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

24.7 Prepaid Legal Services. The City will maintain for Members the same or similar prepaid legal service coverage in effect as of January, 2008 for the life of this Agreement.

24.8 "Section 125" Payments Plan. To assist Members with certain qualifying healthcare and childcare costs, the City will initiate a "Section 125" payments plan to allow Members the benefit of using pre-tax dollars for certain qualifying costs.

24.9 Members not taking City Health Insurance, Major Medical and Hospitalization. Members electing not to take such City insurance coverage for the entire calendar year shall receive the following payment in December for that year;

A. Members eligible for family coverage but taking no coverage $ 2,000;

B. Members eligible for family coverage but taking single coverage $ 1,000;

C. Members eligible for single coverage but taking no coverage $ 1,000.

Members whose spouse is eligible for health insurance and who takes the plan provided by the City shall not qualify for this payment.

24.10 Health Savings Account.

Effective January 1, 2013, the City shall provide health insurance to all Members through a Health Savings Account (HSA) Program. The City will pay each Member eighty percent (80%) of the yearly deductible and such payments will be made in January of each year. Members will also be required to pay ten percent (10%) of the monthly premium for such health insurance.

The implementation of the HSA program will be consistent with any federal or state laws governing such programs.

ARTICLE 25

PERSONAL EXPENSES

25.1 - Personal Expenses. The following shall apply as to personal expenses incurred by Members related to travel, etc., on City business:

A. Any Member, whenever authorized by the Administrative Assistant to engage in or upon official daily business for or on behalf of the City, will be reimbursed for all expenses incurred within Franklin County. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.

B. Any Member, upon specific prior approval of the Administrative Assistant will be reimbursed for expenses for official daily business outside Franklin County. Such Member shall submit a statement of the expenses to the Director of Finance with such supporting data as the Director requires.

C. This reimbursement for any expenses shall include but not be limited to the pay for the use of private automobiles at the current IRS rate per mile.

D. Any Member may request prepayment of any expenses. Such request shall be authorized by the Administrative Assistant and submitted to the Director of Finance for approval with such supporting data as requested by the Director within thirty (30) days following the expenditure.

E. Reimbursements other than those included in this Section shall be specifically authorized by Council and approved by the Administrative Assistant.

ARTICLE 26

MISCELLANEOUS

26.1 - Ballot Boxes. The FOP/OLC shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all FOP/OLC issues subjected to ballots except ballots regarding job actions. Such boxes shall be the property of the FOP/OLC and neither the ballot boxes nor the ballot shall be subjected to the City's review.

26.2 - Bulletin Boards. The FOP/OLC shall be permitted to maintain FOP/OLC bulletin boards at Police Headquarters. The City will furnish and install such board.

26.3 - Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, supplies and equipment required for Members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, supplies and equipment provided by the Administration.

26.4 - FOP/OLC Officials Roster The FOP/OLC shall provide to the City an official roster of its Members who are or become FOP/OLC officers and representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change and will include the following:

A. Name
B. Address
C. Home Telephone
D. Immediate Supervisor
E. FOP/OLC Office held

The City Administration agrees that this roster shall not be made available to the public and that only Administration employees with a legitimate need to know shall have access to the roster and that unlisted telephone numbers will not be shared with anyone outside the City.

26.5 - Layoffs. Layoffs and reinstatements from layoffs within the Bargaining Unit shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all Members covered by this Agreement.

ARTICLE 27

TUITION REIMBURSEMENT

27.1 - Reimbursement Program. Each Member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him or her. The tuition reimbursement program shall be subject to the following conditions:

A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police, (or designee). All courses are subject to approval by the Chief of Police. There must be a reasonable correlation between the Member's duties and responsibilities and the courses taken as determined by the Chief of Police. All scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

B. Any financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.

C. All coursework subject to potential reimbursement shall be transmitted at least fifteen (15) days in advance of enrollment in the class to the Chief for pre-approval. A Member must timely complete all coursework in the regularly scheduled class schedule and receive a grade of "C" or better, or if the course is "pass/fail" a grade of "pass," to be reimbursed per this program. Reimbursement for tuition shall be made when the Member satisfactorily completes the course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution or agency confirming completion of the approved course to the Chief of Police. Reimbursements shall be made within sixty (60) days of the date the Member complies with the provisions of this Section.

D. Reimbursement shall be granted up to a maximum of four thousand two hundred ($4,200.00) per year and shall be for reimbursement of tuition costs and books only. Reimbursement shall not be granted for supplies necessary for successful completion of the course.

E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work; if the Member does not do so, the

Member may be asked to reimburse the City for its expenditures under this program.

F. The Chief of Police is responsible for establishing rules, devising forms, and keeping records for the program.

ARTICLE 28

SUBSTANCE ABUSE AND TESTING

28.1 – Purpose. The City and the FOP/OLC recognize that the ability of a Member to properly perform their duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Department, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace. The City and the FOP/OLC recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective dispatching and service to the citizens of the City of Grove City by maintaining a drug and alcohol-free workplace.

28.2 – Definitions. The following definitions shall govern this Article:

A. "Under the influence" means (1) an employee is using illegal drugs or misusing legally prescribed drugs or alcohol, or the combination of any illegal or misused drug and alcohol; or (2) the presence of a controlled substance, illegal drug, or misused or unlawfully used legal drug(s) in an employee's body as indicated by a verified positive drug test result or admission of the same.

B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained, and prescribed drugs not being used for prescribed purpose.

D. "Reasonable suspicion" is an articulated belief that a Member is using illegal drugs or misusing alcohol. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, or from particularized information, and reasonable inferences there from.

28.3 - Prohibited Conduct. For purposes of this Article, the following conduct is prohibited:

A. Reporting to work or working under the influence of alcohol;

B. Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles;

C. Possessing, using, selling, purchasing, manufacturing, receiving, dispensing or delivering any illegal drug at any time and at any place except when authorized in the line of duty;

D. Abusing or misusing any prescription or legal drug.

28.4 - Testing Permitted.

A. Reasonable Suspicion Testing. Where the City has reasonable suspicion to believe that a Member is engaging in conduct prohibited by Section 28.3, the City shall have the right to require the Member to submit to alcohol or drug testing as set forth in this article.

B. Random Testing. The City may conduct random, unannounced testing of Members for alcohol and drug usage at an annual percentage rate of twenty-five percent (25%) of the average numbers of Members employed in the unit. The selection of Members for random testing shall be made by a scientifically valid method, such as a random number table or computer-based random number. Under the selection process, each Member shall have an equal chance of being tested each time selections are made.

C. Pre-Employment Testing. Nothing in this contract shall limit the right of the City to conduct any alcohol or drug tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the FOP/OLC has no role or responsibility with regard to any such pre-employment testing.

28.5 - Order to Submit to Testing. A Members refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this article shall subject the Member to discipline and/or discharge in the discretion of the City.

28.6 - Testing Determination. Upon determining that a Member must submit to a breath and/or urinalysis test for alcohol or drug usage either through random testing or because reasonable suspicion has been established, the supervisor shall give the Member an opportunity, prior to the test, to request the presence of, or to seek the advice from an FOP/OLC representative. The Member and the FOP/OLC representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. If an FOP/OLC representative is requested by the Member but is unable to be present ninety (90) minutes after the Member is informed of the testing, the supervisor may proceed with the testing without the FOP/OLC representative. The FOP/OLC representative, if available, may accompany the Member to and be present with the Member at the collection site. The City may place the Member subject to testing on paid administrative leave pending receipt of the test results, including any confirmatory testing set forth in Article 28.7.

28.7 - Testing Procedure and Results.

A. The lab selected to do drug testing shall be federally certified and mutually selected by the City and the FOP/OLC. The facility collecting and testing breath samples shall hold all legally necessary licenses and shall be mutually selected by the City and the FOP/OLC.

B. Prior to submitting a specimen, the Member will be asked to sign a consent-refusal form, and shall be subject to discipline, up to and including discharge, for refusing to sign such a form.

C. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection, processing and testing of urine samples in the case of alcohol testing shall comply with the procedures set forth in 49 C.F.R. part 40.

D. With regard to drug testing, where the Member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the Member at the testing site, and without leaving the Member's sight each urine sample taken shall be placed in two (2) sterile collection containers which shall be each be sealed by placement of a tamperproof seal over the bottle cap and down the sides of the bottle, and labeled and then initialed by the Member. The collection of urine samples shall allow individuals privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided. The sample within the first container shall be sent to the testing laboratory, and the sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the Chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of thin layer chromatography (TLC) or equally reliable testing methods and the confirmatory test shall be accomplished by means of gas chromatography/mass spectrometry (GS/MS). If the test results from the confirmatory test are negative, the chief will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the Member will be contacted directly by a Medical Review Officer ("M.R.O.") and will be given the opportunity to explain the reasons for a positive test result. Should the Member

offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the Chief will be so advised and the testing procedure will be concluded. The M.R.O. may verify a test as positive without interviewing the Member if more than five (5) days elapse after the M.R.O. first attempts to contact the Member.

With regard to drug tests, if the test results are positive, and the Member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Chief shall be notified and the Chief shall in turn contact the Member. The City will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the Member's choosing, at the Member's own expense, providing the Member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this contract. If the Member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the Member requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

E. With regard to alcohol testing, tests shall be performed by an individual certified under federal standards. An initial positive alcohol level of .04 grams per 210l of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued. Only Members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210l of breath.

28.8 - Voluntary Request for Assistance. A Member may voluntarily enter treatment without a requirement of prior testing. A Member who desires EAP assistance may notify the City's EAP Administrator. A Member who seeks voluntary assistance through their own service provider without notifying the City's EAP Administrator will not receive the protections from discipline afforded by this Section. Any Member who does voluntarily seek assistance and who notifies the City's EAP Administrator before the Member, is ordered to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the Member must comply with Sections 28.9(A) through (F).

28.9 - Disciplinary Action. Members who have violated this article with regard to the misuse of legal drugs, the use of illegal drugs, or the prohibited conduct set forth in Sections 28.3(C) and (D) shall be subject to discipline up to and including discharge in the discretion of the City.

A Member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A Member who tests positive for alcohol at a level in the range of .04 to .09 for a second time or who tests positive the first time above this range, may be suspended. The length of such suspension shall be determined on a case by case basis. The limitation on discipline shall not limit the City in imposing discipline up to and including termination for misconduct which may be coincident with a Member's improper alcohol use. A Member who tests positive for the first time or a second time in the range of .04 to .09 must do the following in order to take advantage of the foregoing limitations on discipline:

A. Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. part 382 to be a substance abuse professional and provide the City with a copy of the evaluation;

B. Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the substance abuse professional;

C. Discontinue (and not resume) the use of illegal drugs or misuse of legal drugs or alcohol;

D. Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the Member to disclose to the City's EAP the Member's evaluation, progress, cooperation, drug and alcohol use, and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the Member performing job duties or returning to active duty;

E. Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving illegal drugs or the misuse of legal drugs, and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 or 12 month period beginning after the Member's completion of counseling, treatment and/or aftercare); and

F. Agree that during or after this follow-up testing period in (E) above, if the Member tests positive again or otherwise violates this article, the Member may be properly terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

28.10 - Right of Appeal. The Member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this article or in violation of the procedures required by this article shall not be admissible in any disciplinary proceeding involving the Member.

28.11 - Treatment Costs. Treatment costs arising out of the Member's use of such services shall be paid for by the Member's insurance program, subject to any deductible, co-payment and policy limits under the Member's insurance program. Members will be allowed to use their accrued and earned leave (vacation or sick leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

28.12 - Duty Assignment After Treatment. Once a Member successfully completes treatment to which the Member has been referred by the City under Section 28.9, the Member shall be returned to their regular duty assignment, provided the Member is then in compliance with Section 28.9.

28.13 - Changes in Testing Procedures. The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will discuss any such improvements in the labor relations process. If the parties are unable to agree, the City shall have the authority to change the testing procedure.

28.14 - Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this contract relative to disciplinary action taken against a Member.

28.15- Other Laws. This Article is in no way intended to supersede or waive any rights that a Member may be entitled to under federal or state constitution or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a Member.

ARTICLE 29

ENTIRE AGREEMENT

29.1- Acknowledgment. The City and the FOP/OLC acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

29.2 - Waiver. Therefore, for the life of this Contract, the City and the FOP/OLC each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Contract.

29.3 - Agreement. The provisions of this Contract shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Contract. This Contract may be altered, changed, added to or deleted from, or modified only through the voluntary consent of the parties in written and signed amendment.

ARTICLE 30

DURATION OF CONTRACT

30.1 - Duration. All provisions of this Contract become effective January 1, 2012, unless otherwise specified in this Contract and shall continue in force and effect until midnight December 31, 2014.

30.2 - Negotiations. Negotiations for modification of this Contract or negotiations for a successor Contract shall be subject to the provisions of Chapter 4117 of the Ohio Revised Code, including the dispute resolution provisions of the Ohio Revised Code § 4117.14.

30.2 - Signatures. Signed and dated at Grove City, Ohio on this 18th day of November 2011 by the authorized representatives.

FOR THE CITY

Richard L. Stage, Mayor

Philip D. Honsey, City Administrator

Michael J. Wasylik, Public Safety Director

Vikki Stoneking, Human Resources

FOR THE FOP/OLC

Tracy Rader, Staff Representative

Laurie Grener, Team Member

Elizabeth Fahy, Team Member

Tracy Clark, Team Member

Carrie Wimer, Team Member

DATE SIGNED: 11/18/11

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	}	Case No(s): 11-MED-09-1278 (Dispatchers)
and,	}	
CITY OF GROVE CITY, EMPLOYER.	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Phil Honsey
phonsey@grovecityohio.gov