12-MED-12-1392
0754-03
K30398
01/21/2014

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Grove City

and

Local 1116, Ohio Council 8

American Federation of State, County and Municipal

Employees

AFL-CIO

April 21, 2013 through April 21, 2016

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT 1
ARTICLE 2-RECOGNITION 1
ARTICLE 3-MANAGEMENT RIGHTS 1
ARTICLE 4-PROBATIONARY PERIOD 3
ARTICLE 5-DUES CHECKOFF 3
ARTICLE 6-UNION REPRESENTATION 4
ARTICLE 7-LABOR/MANAGEMENT MEETINGS 6
ARTICLE 8-NON-DISCRIMINATION 6
ARTICLE 9-DISCIPLINARY PROCEDURE 7
ARTICLE 10-GRIEVANCE AND ARBITRATION PROCEDURE 9
ARTICLE 11-STRIKES AND LOCKOUTS 12
ARTICLE 12-SENIORITY 12
ARTICLE 13-LATERAL TRANSFERS AND PROMOTION 13
ARTICLE 14-LAYOFF AND RECALL 16
ARTICLE 15-WORKDAY/WORKWEEK 17
ARTICLE 16-OVERTIME 17
ARTICLE 17-LEAVES OF ABSENCE 19
ARTICLE 18-SICK LEAVE 30
ARTICLE 19-HOLIDAYS 37
ARTICLE 20-VACATION 38
ARTICLE 21-WAGES 40
ARTICLE 22-SAFETY 43
ARTICLE 23-INSURANCE 43
ARTICLE 24-SUBCONTRACTING 45
ARTICLE 25-MILEAGE ALLOWANCE 46
ARTICLE 26-MEALS AND LODGING 46
ARTICLE 27-WORK RULES 46
ARTICLE 28-UNIFORMS (APPAREL, SHOES AND PPE) 46
ARTICLE 29-LONGEVITY 47
ARTICLE 30-BULLETIN BOARDS 48
ARTICLE 31-WAIVER IN CASE OF EMERGENCY 48
ARTICLE 32-TUITION REIMBURSEMENT 49

ARTICLE 33-SEVERABILITY **50**
ARTICLE 34-COMPLETE AGREEMENT CLAUSE **51**
ARTICLE 35-DURATION **51**

ARTICLE 1 – AGREEMENT

This contract is made and entered into this 21st day of April, 2013, between the City of Grove City, hereinafter referred to as the "City", and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2-RECOGNITION

In accordance with certification of the State Employment Relations Board, Case No. 85-RC-04-3363, and all subsequent amendments, the City recognizes the Union as the sole and exclusive collective bargaining agent for wages, hours, terms, and other conditions of employment, for service, clerical, and maintenance employees of Grove City including Account Clerk, Account Specialist, Service Technician, and excluding all sworn Police Officers and Communication Dispatchers in the Police Department, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code. The City employees represented by the Union are referred to collectively herein as "Members".

ARTICLE 3-MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the terms and provisions of this Agreement, the City and the City Administrator shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement, regardless of whether such rights have been exercised in the past.

Section 2. The rights, powers, and authorities mentioned in Section 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 Members, 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 Members whenever necessary, to determine the size and composition of the work force including the right to relieve Members from duty or to abolish positions.

B. The power to establish rules and regulations governing all Members, 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 Members, to select, hire, rehire, promote, assign, and reassign Members, to maintain discipline and efficiency, discharge Members, and to determine shift schedules.

D. All rights, powers, and authorities granted at any time to the City of Grove 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 therefrom except as specifically limited by the terms of this Agreement.

Section 3. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4-PROBATIONARY PERIOD

Newly hired Members are required to successfully complete a 180 day probationary period beginning on the first day for which a Member receives compensation from Grove City. Probationary Members are not subject to the terms of this Agreement and are not covered by the applicable provisions to the extent the Agreement conflicts with, minimizes or affects the City's rights under the probationary period – including but not limited to the rights to terminate, remove, discipline, transfer, promote, demote or any other management action to be taken with or without cause or any appeal.

ARTICLE 5-DUES CHECKOFF

Section 1. The City agrees to deduct the uniform monthly dues from the wages of all Members covered by this Agreement who become or are Union members; provided, however, that such Member shall first have signed a written "Authorization for Payroll Deductions of Union Dues" (copy attached to this Agreement as Appendix A), in accordance with state law and given the authorization to the City for such deduction.

Section 2. Union dues deduction shall be made in each pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within ten (10) days following the second pay period in each month, accompanied by a computer printout showing each Member and the amount of dues deducted. The City shall also send a list of Members whose names have been omitted and reasons for omission. It is expressly understood that although dues are to be deducted from each pay, they shall be remitted to the Union only once a month.

Section 3. The Union shall notify the City in writing of any increase in the current dues being deducted in accordance with the Union's Constitution and Bylaws. Such increase of

dues shall be deducted in the second pay period of the month following notification of any increase in dues.

Section 4. Subject to the requirements of state and federal law, all Members who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union effective on the 61st day after the Member's date of hire. The bi-weekly fair share fee amount shall be included in the amounts submitted in Section 2 above. The deduction of the fair share fee from the earnings of the Member shall be automatic and does not require a written authorization for payroll deduction.

Section 5. Ohio Council 8, AFSCME and Local 1116 herewith agree to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article. Further, it is expressly understood that in no event will the City be expected to comply with the deduction of Union imposed special fines, assessments, initiation fees or other non-uniformly applied charges levied upon members.

ARTICLE 6-UNION REPRESENTATION

Section 1. Members selected by the Union to act as Union Representatives for the purpose of processing grievances and attending hearings shall be known as "Stewards." The City shall recognize three Stewards, with the President acting as one of the three Stewards.

Stewards shall not process grievances during working hours except in emergency situations. A Steward having an individual grievance in connection with the Steward's own employment may ask for a Union Representative to assist the Steward in adjusting the grievance with the Steward's supervisor.

Section 2. Nonemployee representatives of the Union may enter the premises of any operation of the City upon request to the City Administrator or City Administrator's designee, for the purposes of ascertaining whether or not this contract is being observed and attending meetings at Step Three (3) of the Grievance Procedure. Such visit(s) shall be made by appointment with the City Administrator or City Administrator's designee.

The Union shall furnish the City with a written list of the names of the Union President, Vice President, Recording Secretary, Treasurer, and Stewards, (indicating locations to which each Steward is assigned). Further, the Union shall promptly notify the City in writing of any changes therein.

Section 3. Stewards and Union officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices:

A. Except in emergency situations, all grievances shall be processed outside of working hours. The City Administrator shall have the discretion to permit grievance meetings during work hours in which case there shall be no loss of pay. If such meetings are held outside of working hours, these shall be scheduled by mutual agreement.

B. A Member having a grievance as defined herein shall notify the Member's immediate supervisor and may request the supervisor to call the Member's Steward. If necessary, the supervisor shall make arrangements to have the Steward available when processing the grievance.

C. When it is necessary for a Steward to enter a department (or a section of a department) supervised by a supervisor other than the Steward's own, the Steward shall report first to the supervisor in charge and advise the Steward of the purpose of the Steward being there.

ARTICLE 7-LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, once every six months, if requested by either the Union or the City, the City Administrator shall meet on a mutually agreeable day and time with no more than two (2) Member representatives of the Union and one (1) representatives of AFSCME Ohio Council 8 to discuss those matters addressed in Section 2 of this Article. Additional representatives may attend by mutual, advance agreement.

Section 2. An agenda will be furnished at least seven calendar days in advance of a labor/management meeting by whoever requests such meeting. The purpose of such meeting shall be to:

A. Discuss administration of this Agreement.

B. Disseminate general information of interest to the parties.

C. Discuss ways to increase productivity and improve efficiency.

D. Discuss other matters mutually agreed to by the parties.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Labor/management meetings are not negotiation sessions and cannot alter or amend this Agreement.

ARTICLE 8-NON-DISCRIMINATION

The parties to this contract agree that they shall not discriminate against any person on the basis of race, color, religion, national origin or ancestry, disability, age, sex, union activity, military service or veteran status.

All references to Members in this contract designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female Members. The term

"Member" shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

ARTICLE 9-DISCIPLINARY PROCEDURE

Section 1. A Member shall have the right to be represented by the Union, if requested by the Member, at any disciplinary meeting where the Member is suspended or dismissed.

Section 2. All written reprimands contained in a Member's personnel file shall be removed from the Member's file after one (1) year if no other reprimands have been received in said year.

All suspensions contained in a Member's personnel file shall be removed from the e Member's file after eighteen (18) months if no other suspensions have been received in said eighteen (18) months.

Members shall be suspended or discharged for just cause following such hearing as may be required by law. The City agrees to follow the standard schedule of penalties set forth below relating to minor offenses, only when possible, however, the City shall have the right to determine the appropriate discipline and may take more severe action against Members for more severe offenses.

A. Oral warning

B. Written warning

C. Suspension

D. Dismissal

A Member may appeal any disciplinary action through the grievance procedure set forth in this contract however; a grievance relating to an oral or written warning may not be taken to arbitration or appealed beyond Step 2 of the Grievance and Arbitration Procedure, Article 10.

Section 3. A Member shall have the right to inspect the Member's own employee personnel record provided ample notification is given to the City. The Member may receive copies of the materials placed in the Member's personnel record, if the Member asks for copies.

Section 4. All Members of the Service Department and Parks Department shall be required to obtain and maintain the appropriate Commercial Driver's License (CDL) as required by law. Members who fail to comply with this Section shall at the sole option of the City to either be terminated, which termination is agreed to be for just cause, or reassigned to another position.

Section 5. The City may perform all necessary drug testing and other requisite inquiries and reporting for those Members required to maintain a CDL per law and Department of Transportation regulations. The City and the Union acknowledge such testing is necessary and have adopted and implemented such a policy addressing these and other issues (copy attached to this Agreement as Appendix B). For purposes of administering the drug testing policy, the term "new hire period" as used in the policy shall be defined as the first 120 days that a Member is required to maintain a CDL as a member of the AFSCME Bargaining Unit.

The City has the right to develop, implement and/or revise any procedures or forms that it determines are necessary to effectively administer the drug testing policy. Like other work rules, the provisions of Article 27 of this Agreement shall apply to this policy.

The City will use reasonable means, determined in its discretion, to keep Member drug testing information and records, such as testing results and referrals, confidential. Information will be disclosed within the City on a need-to-know basis only. Information will be disclosed outside the City only as needed to carry out this policy or as required by law.

ARTICLE 10-GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term "grievance" shall mean any dispute between the City, a Member or Union concerning the application or interpretation of this contract. A grievance must be presented under this section within fourteen (14) calendar days from the date the grievant knew or should have known of the event(s) upon which the grievance is based. It is expressly understood that this grievance and arbitration procedure is the sole means of settling disputes between the parties, as to the interpretation or application of any provision of this Agreement.

The time limits provided in this Grievance Procedure shall be strictly adhered to as maximums for each grievance to ensure rapid resolution of problems and issues concerned. Where an aggrieved party fails to adhere to the time limits set forth in this Grievance Procedure, the grievance shall not be entitled to consideration and such grievance or a demand for arbitration shall be forfeited and void. Time limits may be extended only by mutual agreement of all parties concerned.

The written grievance shall state on the grievance form the specific article and section of this contract alleged to have been violated, a brief set of facts and the relief requested and the date the grievance is filed. If deemed necessary by the Union, an accredited nonemployee representative of the Union may be present at any formal step of this procedure.

Section 2. Each grievance shall be processed in the following manner:

Preliminary Step (Optional): A Member having an individual grievance may first attempt to resolve it informally in a meeting with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or were first know by the Member-grievant. Grievances brought to the attention of the

supervisor beyond the fourteen (14) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the grievant request the attendance of the Grievance Representative. If the member is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step I, such grievance shall be reviewed the Grievance Chair and the appropriate Grievance Representative.

Step I. A Member having a grievance shall present the grievance in writing to the appropriate supervisor within fourteen (14) calendar days from the date the grievant knew or should have known of the event(s) upon which the grievance is based or else the grievance shall be void. The grievance shall be signed by the Member.

The supervisor shall meet with the Member-grievant and the Union Steward within five (5) calendar days after the grievance is submitted in an attempt to resolve the grievance. The supervisor shall submit an answer in writing to the Member-grievant and Union Steward within five (5) calendar days after this meeting.

Step II. If the grievance is not satisfactorily settled at Step I, the grievance may be appealed to the Public Service Director or the Member's appropriate department head within five (5) calendar days after receipt of the Step I answer. The Public Service Director or the appropriate department head shall, within seven (7) calendar days of the receipt of the appeal, meet with the aggrieved Member, the Union President, and any witnesses necessary to arrive at a resolution. The Public Service Director or the appropriate department head shall render a decision in writing within fourteen (14) calendar days subsequent to such meeting.

Step III. If the grievance is not satisfactorily settled at Step 2, the grievance may be appealed to the City Administrator. Such an appeal must be filed in writing with the City Administrator within seven (7) calendar days of receiving the decision from the Public Service Director or the Member's appropriate department head. The City Administrator may schedule a meeting to meet with the grievant and the grievant's representative prior to rendering any decision. The City Administrator shall have 14 days from the date the grievant is filed with the City Administrator's office to render a decision.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union may, within fourteen (14) calendar days after the receipt of the Step III answer, submit the issue to arbitration by notifying the City in writing of its intent to appeal the grievance to arbitration. The Union will contact the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the arbitrator shall be chosen in accordance with the then applicable rules. Each party has the right to strike one panel in its entirety and request a new panel. The fees and expenses of requesting a new panel shall be borne by the party making the request. The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement raised in the grievance, and shall be without power or authority to make any decision:

(a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.

(b) Add to, detract from, alter or modify in any way any provisions of this Agreement.

The written decision of the arbitrator resulting from any arbitration of grievances under this provision shall be binding on the parties.

Section 3: Retaliation. No Member shall be removed, disciplined, harassed or discriminated against because the Member has filed, pursued or assisted in the process of a grievance under the procedure.

ARTICLE 11-STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement there shall be no strikes, work stoppages, slowdowns, interruptions or delays of work of any nature for any reason whatsoever. The City agrees that it will not lockout Members during the life of this Agreement.

Section 2. In the event of any such actions the Union, on receiving notice thereof, shall immediately make every effort to persuade its Members to refrain from such action, and as soon as possible shall notify the City in writing that the actions of its Members or agents have not been authorized by the Union.

Section 3. The City shall have the right to discipline any Member participating in or responsible for any activity prohibited by the provisions of Section 1 of this Article up to and including discharge. Nothing in this Article limits the City's other legal remedies in the event of a strike during the term of this Agreement.

ARTICLE 12-SENIORITY

Section 1. Seniority shall be a Member's uninterrupted length of continuous service within the AFSCME Bargaining Unit. After April 20, 2007, any Member entering or re-entering the AFSCME Bargaining Unit will have seniority calculated by using the length of service in the AFSCME Bargaining Unit. A Member shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Within thirty (30) days after the signing of the Agreement and, if requested by the Union, every six (6) months thereafter the City shall provide the Union with one (1) copy of the current seniority lists. The Union and City may meet whenever necessary to correct any errors. Seniority lists shall be made up by job department and shall contain, in order of seniority, the name, and date of hire of each Member.

Section 3. Seniority shall be broken when a Member:

A. Quits or resigns;

B. Is discharged;

C. Is laid-off for more than a period of twelve (12) consecutive months;

D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice is provided;

E. Fails to report for work when recalled from layoff within ten (10) workdays from the date on which the City sends the Member notice by registered mail (to the Member's last known address as shown on the City's records) unless satisfactory excuse is shown;

F. Fails to return to work within six (6) months following an absence resulting from illness or injury, work related or otherwise, after the Member has exhausted sick leave and vacation credits; or

G. Leaves the AFSCME Bargaining Unit.

ARTICLE 13-LATERAL TRANSFERS AND PROMOTION

Section 1. When a job vacancy occurs or if new positions are created within the bargaining unit, a notice shall be posted on the bulletin boards for a period of seven (7) calendar days. Each vacancy notice shall specify the hours, location, rate of pay, department, and job

duties for each job vacancy. If a current Member wishes to place a bid on the vacant job, the Member shall do so in writing to the City Administrator during the seven (7) day posting period. The City shall attempt to fill a vacancy from bids submitted by current Members, however, if in the discretion of the City, no current Members are qualified, then the City shall have the right to fill the job vacancy from outside the bargaining unit pursuant to Chapter 155 of the City Code. If, in the discretion of the City, two or more current Members who bid on a vacancy or new position are qualified, then the City has sole discretion to select which Member will fill the vacancy or new position based on a consideration of the Member's seniority, experience, skill set, leadership and overall performance.

Section 2. If a current Member is selected for a job vacancy or new position in accordance with Section 1 of this Article, but fails to adequately perform that position after a 60-day qualifying period, then the Member shall be allowed to return to Member's former position. This section does not impair or affect the ability of the City to return a selected Member to the Member's former position at any time during the 60-day qualifying period.

Section 3. A Member who performs the duties of a temporarily or permanently vacant position shall receive the hourly wage for that position for every hour spent performing the duties of the vacant position. The City retains the sole right to determine whether and when to fill any such vacancy. Only when a Member is specifically selected by the City to perform the duties of the vacant position will the Member receive the hourly wage for performing the duties of that position. In no circumstance will such a Member receive a decrease in hourly wage for performing the duties of a vacant position.

Section 4. If the City creates a new classification within the departments set forth in Article 14, Layoff and Recall, the City agrees to meet and discuss whether such classification shall be included or excluded from the bargaining unit.

Section 5. Within the Service Technician classification, there shall be created certain specialty-skilled positions to be filled by the City – the positions of "mechanic technician," "sewer technician," and "electric technician." All Members selected to fill these positions will receive specialty pay as described in Article 21, Section 5 of this Agreement.

These specialty technician positions are subject to the following qualifications:

A. The City has the sole discretion to select who will fill these positions based on the criteria listed in Section 1 of this Article.

B. If no current Service Technician applies for these positions or, if in the discretion of the City, no current Members are qualified, then the City shall have the right to assign the position to a Member of its choosing or to fill the position from outside the bargaining unit.

C. An annual reassessment of these positions may be, but is not required to be, conducted by the City every March (with any changes effective April 21 of each year). The annual reassessment may only result in reassignment of the position if the incumbent has been given a prior "performance improvement notice" that the Member's performance needs to improve or else the Member may face reassignment.

D. The City's decisions regarding selection into and reassignment of these positions can be grieved to the City Administrator but cannot be arbitrated or further appealed or challenged in any manner.

ARTICLE 14-LAYOFF AND RECALL

Section 1. Bargaining Unit Members may only be laid off due to lack of funds, lack of work and job abolishment. The City shall layoff Members by departmental seniority with the least senior Member laid off first within job classifications.

Section 2. The City agrees to give a written 14-day notice to all Members prior to any layoffs indicating the circumstances which make the layoff necessary.

Section 3. Names of Members laid off shall be placed on departmental recall lists in accordance with the above sections of this Article. When positions within a department become available, Members shall be recalled with the Members having the most seniority on the departmental recall list having the first opportunity to be recalled, provided each Member has qualifications to perform the job. Members shall maintain their seniority and the recall list shall remain active for a period of one year following the layoff. The City shall not hire any new Members or contract out laid off Members' services while any Members are on a valid recall list unless all Members laid off have refused the positions of recall.

Section 4. In case a layoff of Members covered by this Agreement is anticipated, the City shall notify the Union of impending layoff. The Union may suggest possible alternatives to the layoff, however, such suggestions shall not be construed as negotiations and the City shall not be bound by such suggestions.

Section 5. A laid off Member shall be paid for all accrued vacation hours in accordance with Article 20 of the Contract. Members laid off shall have the first thirty (30) days of insurance premiums paid and shall have the right to convert the group insurance coverage pursuant to the Consolidated Budget Reconciliation Act (COBRA) immediately thereafter, at their own expense.

ARTICLE 15-WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 2009, a standard workweek shall consist of five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 2009, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior to April 21, 2009 from voluntarily accepting a work schedule or work week that is not Monday through Friday.

Section 2. A Member who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof at the applicable straight time hourly rate.

Section 3. The City shall have discretion to determine an inclement weather day. Members shall make every effort to report to work. However, if conditions are so hazardous that it is not possible, the Member shall contact the Member's immediate supervisor, who must authorize the Member's absence or late arrival. Those who arrive late will not be docked, up to the time approved and designated by the City.

This designation will be made prior to the noon hour of the day designated as inclement. Members who contact their supervisor, but are unable to get to work, can use vacation time.

Section 4. Members, including those who operate equipment or drive a truck in their assignment, shall not be required to work more than twelve (12) consecutive hours or more than sixteen (16) hours in a twenty-four (24) hour period.

ARTICLE 16-OVERTIME

Section 1. Members shall receive time and one-half their regular rate for the following situations:

(a) Hours worked in excess of eight hours in a day in an 8-hour work schedule;

(b) Hours worked in excess of ten hours in a 10-hour work schedule;

(c) Hours worked in excess of forty (40) hours in a week;

(d) Hours worked on the sixth or seventh day of a five day, 8-hour a day workweek, or hours on the fifth, sixth, and seventh days of a four day, 10-hour a day workweek; or

(e) City approved paid leave times shall count as hours worked for determining overtime.

The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Longevity payments shall not be included in Members' rates of pay for any purpose other than overtime calculations. Such timing of payments shall be made at the City's reasonable discretion.

Section 2. The City shall attempt to distribute overtime equally among Members within a classification, provided the Member has the skills to perform the work. Members who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of the administration of overtime distribution only. The City will offer overtime in the order of bargaining unit Members first, non-bargaining unit members that are full-time employees second, and then seasonal part-time employees last. The City will provide the Union, upon request, with a summary of all overtime worked by Members.

Section 3. A Member who is called into work, at a time when the Member is not regularly scheduled, may receive a minimum of three (3) hours call-in-pay for such unscheduled overtime. A Member who may be called into work again during the initial three (3) hour call-out

shall not receive an additional three (3) hour minimum. Such call outs must be totally disconnected from the Member's normal working hours. Members who are required to report in to work less than three hours before their regular starting time may also qualify for the three (3) hour minimum. Members who are required to continue their normal work day and thus qualify for overtime pay, shall not qualify for the three (3) hour minimum.

Section 4. Good faith efforts will be made consistent with efficient and effective operation of the City to rotate pre-scheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified members. Both pre-scheduled overtime and unscheduled overtime are obligations of the member and due to the nature of the job necessary requisites. Certain emergencies, acts of nature and/or other unplanned events may at times require such unscheduled overtime and the member shall work with management to be on notice when required and staff the same. The City will make reasonable attempts to post and/or pre-schedule overtime when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime, or infringe on any management rights. Failure to abide by this Section can lead to discipline.

ARTICLE 17-LEAVES OF ABSENCE

Section 1. Military Leave

All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to a 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 Ohio Revised Code, for periods of

up to one hundred and seventy-six (176) hours within one (1) calendar year. This military leave policy will remain consistent with the Ohio Revised Code.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred and 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. Members who are called or ordered to active duty service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the calendar year shall be paid the difference of the military wage and their city wages for active duty military leave beyond the one hundred and seventy-six (176) hours granted each calendar year. If the military wage is higher than the City wage, no difference will be paid. Members will be responsible for all regularly deducted payments for benefits.

Periods of paid military leave shall not reduce the Member's seniority status, vacation, sick leave, or other benefits. The Member does have the option of requesting vacation time for use with military leave or for military purposes.

Section 2. Jury and Witness Duty

A Member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the Member's regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty, unless the City obtains the Member's release from jury service or witness service. To be eligible for jury duty pay or

witness pay, a Member shall turn into the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of the jury pay or witness pay received.

Section 3. Educational Leave

Members required by the City to attend work related classes shall not lose time or pay for attending such classes.

Section 4. Personal Leave

A Member may request an unpaid personal leave for any personal reason for a duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of personal leave may not be grieved, arbitrated or otherwise appealed.

Section 5. Medical or Disability Leave

A disabled Member may request an unpaid leave for medical or disability reasons after exhausting all sick leave and vacation credits. The requested leave shall be for a duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of medical or disability leave may not be grieved, arbitrated or otherwise appealed.

Section 6. Retention of Seniority

Members shall retain all seniority rights with the City while on leaves of absences which are authorized under this Article of this Agreement. However, Members on personal leave, medical leave and/or military leave shall not be permitted to exercise their seniority rights until two weeks before they return from leave.

Section 7. Injury Leave

Members who sustain an injury while performing City functions in a non-negligent line of duty may be granted up to 30 work days of injury leave per injury. Such injury must be reported immediately to the Member's supervisor. All requests for injury leave must be filed with and approved by the City Administrator. Injury leave requests must also include a physician's report that indicates that the Member cannot perform the essential functions of the Member's position and indicates the recovery time. The City reserves the right to request and to pay for its own medical examination as a "second opinion." While on injury leave, the Member cannot work at another place of employment. Any payments for lost wages from the Bureau of Workers' Compensation received by the Member while on the injury leave, must be returned to the City. The City also reserves the right to make a temporary light duty assignment.

Section 8. Family and Medical Leave Act

A. ***General.*** It is the policy of the City to grant up to twelve (12) weeks of family and medical leave during any "rolling" twelve (12) month period to Members, in accordance with the Family and Medical Leave Act of 1993 (FMLA). A rolling twelve (12) month period means the twelve (12) month period measured backwards from the date a Member uses the leave. The leave will be unpaid, however, benefits will continue during the leave.

The Member is required to use paid leave benefits, including vacation leave, sick leave and compensatory time during FMLA leave taken for any reason. The use of such paid leave benefits will run concurrently with the use of FMLA and shall not operate to extend FMLA benefits beyond what is provided by law. A Member on disability benefits while on FMLA leave taken for any reason shall take such benefits which run concurrently with the use of FMLA leave and shall not operate to extend FMLA benefits beyond what is provided by law.

All leaves of any kind that are granted, whether paid or unpaid, for purposes which are covered under the FMLA, shall be charged as FMLA leave and shall be subject to the twelve (12) week per year limitation for the length of the FMLA leave. Further, the City may designate the type of leave to be substituted if more than one type of leave applies to a leave situation.

B. ***Qualification Requirements.*** In order to qualify to take FMLA leave under this policy, the Member must meet all of the following conditions:

(1) The Member must have worked for the City at least twelve months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks, need not have been consecutive. For eligibility purposes a Member will be considered to have been employed for an entire week even if the Member was on the payroll for only part of a week or if the Member is on leave during the week.

(2) The Member must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately before the date when the leave would begin.

(3) The Member must work in an office or work-site where fifty (50) or more Members are employed within seventy-five (75) miles of that office or work-site.

C. ***Covered Leave.*** In order to qualify as FMLA leave under this policy, the Member must be taking the leave for one of the reasons listed below:

(1) The birth of a child and in order to care for that child. This leave must be taken during the twelve (12) month period immediately following the birth of the child.

(2) The placement with the Member of a child for adoption or foster care. This leave must be taken during the twelve (12) month period immediately following the placement of the child.

(3) To care for a spouse, child, or parent with a serious health condition and the Member is designated as the caregiver.

(4) The serious health condition of the Member which makes the Member unable to perform the functions of the Member's job.

(5) Because of any qualifying exigency arising out of the fact that the spouse, or a 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.

(6) 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 "service member-care leave").

D. ***Serious Health Condition.*** A "serious health condition" means all illness, injury, impairment, or a physical or mental condition that involves:

(1) In-patient care (i.e., overnight stay in 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 consecutive 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, etc.;

(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 Member 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) consecutive 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. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absence. Generally, a chronic or long term health condition which if left untreated would result in a period of incapacity of more than three (3) consecutive days, would be considered a serious health condition.

The City may require a Member to provide a medical certification of a serious health condition. If a Member takes paid leave for a condition that progresses into a serious health condition and the Member requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy to the extent that the earlier leave meets the necessary qualification.

E. ***Leave Time Frame.*** An eligible Member can take up to twelve (12) weeks of leave under this policy during any twelve-month period. The City will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date the Member uses any leave under this policy. Each time a Member takes leave, the City will compute the amount of leave the Member has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the Member is entitled to take at that time. Leave shall be computed and subtracted from a Member's available leave as indicated above on a day-for-day basis. Intermittent leave or leave on a reduced schedule may be taken in any size increments, however, such leave shall be computed by the City and subtracted from the Member's available leave on the basis of a minimum of one hour for every one (1) hour of leave or part thereof, in one (1) hour increments.

If a husband and wife both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a total of twelve (12) weeks of leave.

F. ***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 circumstance is any

Member entitled to more than a total of twenty-six (26) workweeks of FMLA leave for any combination of reasons during a twelve (12) month period.

G. ***Benefits and Compensation.*** While a Member is on leave, the City will continue the Member's health benefits during the leave period at the same level and under the same condition as if the Member had continued to work.

If the Member chooses not to return to work for reasons other than a continued serious health condition, the City may require the Member to reimburse the City the amount it paid for the Member's health insurance premium during the leave.

If a Member pays a portion of the health care premium for family benefits, then while on leave, the Member must continue to make this payment either in person or by mail. The payment must be received by the first day of each month. If the payment is more than thirty (30) days late, the Member's health care coverage may be dropped for the duration of the leave.

A Member who takes leave under this policy will be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.

All and any accrued available paid leave benefits and disability benefits, if applicable, must be substituted for all or any part of unpaid FMLA leave taken for any reason.

All leaves of any kind that are granted, whether paid or unpaid, for purposes which are covered under the FMLA, shall be charged as FMLA leave and shall be subject to the rolling twelve (12) week per year limitation for the length of the FMLA leave.

H. ***Application for Leave.*** The Member may take FMLA leave in consecutive weeks, may use leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a

reduced hour schedule. In all cases, the leave may not exceed a rolling total of twelve (12) weeks over a twelve (12) month period, unless the service member-care leave extension applies as outlined in Section 161.13(f) in City Code.

The City may temporarily transfer a Member to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Members may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary to treat the Member's serious health condition, or the serious health condition of the Member's spouse, child, or parent. If leave is requested on this basis, however, the City may require the Member to transfer temporarily to an alternative position, which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

For the birth, adoption or foster care of a child, the City and the Member must mutually agree to the schedule before the Member may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

If the Member is taking leave for a serious health condition, or because of the serious health condition of a family member, the Member should try to reach agreement with the City before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Member must provide that the use of the leave is medically necessary.

I. ***Required Documentation.*** The City will require certification of a serious health condition. The Member should respond to such a request within fifteen (15) days of the request, or provide a reasonable explanation of the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of a serious health condition shall include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the Member's medical condition, the certification must also include a statement that the Member is unable to perform the essential functions of the Member's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the Member's presence would be beneficial or desirable and an estimate of the amount of time the Member is needed to provide care.

If the Member plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The City has the right to contact the physician who completed the medical certification directly if: (1) the City needs clarification of the medical certification; or (2) The City needs to authenticate the medical certification.

The City has the right to ask a second opinion if it has reason to doubt the certification. The City will pay for the Member to get a certification from the second doctor, which the City will select. If there is a conflict between the original and second opinion, a third opinion will be required with both parties agreeing on a third doctor and the City paying for this opinion. The third opinion is the final option. Except when the leave is not foreseeable, all Members requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Personnel Department.

J. ***Notice and Application.*** When a Member plans to take leave under this policy, the Member must give the City thirty (30) days notice. If it is not possible to give thirty days' notice, the Member must give as much notice as is practicable - normally no later than twenty-

four (24) hours after the need for leave is known. A Member undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations. If a Member fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the employer receives notice.

While on leave, Members are requested to report periodically to the City regarding the status of their medical condition, and their intent to return to work.

Members shall provide at least verbal notice sufficient to make the City aware that the Member needs FMLA-qualifying leave, the anticipated timing and duration of the leave. The City may inquire further of the Member if it is necessary to have more information about whether FMLA leave is to be taken. Except when the leave is not foreseeable, all Members requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Personnel Department.

If a Member takes leave based on the serious health condition of the Member or to care for a family member, the Member must make a reasonable effort to schedule treatment as to not unduly disrupt the City's operations.

ARTICLE 18-SICK LEAVE

Section 1. Members shall accumulate sick leave at the rate of 4.6 hours for each completed 80 hours of service. Members shall have unlimited accumulation of sick leave. Each Member shall furnish a satisfactory, written signed statement to justify the use of sick leave. If medical attention is required, or if an absence lasts longer than three (3) consecutive days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The City reserves the right to require any Member to provide a doctor's

statement releasing the Member for full duty or the right to send any Member to a City-appointed doctor for examination to evaluate the legitimacy of an absence or the Member's ability to return to work. In the event of a conflict in medical opinions, the Member shall be examined by a third doctor, mutually selected. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

When a Member is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If a Member fails to report off timely, they shall not be able to use sick leave for the absence. When a Member plans to take sick leave for a foreseeable, scheduled medical appointment and medical leaves, the Member must provide the City with written notice at least thirty (30) days before the appointment or leave is to begin. If it is not possible to give thirty (30) days advance notice, the Member must give as much advance notice as the Member can under the circumstances. The City shall have discretion to grant or deny such requests.

Members shall accumulate sick leave with pay only for service as a Member of the City of Grove City, except as provided otherwise herein.

Members with employment service time with another public agency in the State of Ohio may be credited with any unused sick leave from previous public employment up to one hundred and twenty (120) hours. A letter certifying that sick leave balance from the former employer must be furnished to the City. Sick leave from another public agency cannot be converted to cash and can only be used when any sick leave earned while employed with Grove City has been exhausted.

Section 2. When a Member having one or more years of continuous service with the City retires or resigns the Member shall be entitled to receive pay for one-half of all accumulated

sick leave hours earned while employed by Grove City in excess of 360 hours, at the Member's current hourly rate. A retiring Member is guaranteed a payout equal to one-fourth (1/4) of the total number of sick leave hours accumulated. In the event of death as a direct result of an injury sustained in the course of employment with the City, the Member's sick leave accumulation shall be paid to the estate of the Member at the Member's final base rate of pay. A Member who is terminated from employment with the City shall not be eligible to receive payment for any unused sick leave.

Section 3. A Member may use sick leave only for the following reasons:

A. Illness or injury of the Member or a member of the Member's immediate family.

B. Disability arising from pregnancy and/or childbirth and other related conditions.

C. Death in the immediate family up to a maximum of five (5) days.

D. Death in the non-immediate family up to a maximum of one day.

For the purposes of this section, immediate family shall include spouse, child, stepchild, brother, sister, parents, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepson, stepdaughter, half-brother, and half-sister.

Section 4. Sick leave shall be charged in minimum units of one-half (1/2) hour. A Member shall only be charged and paid for sick leave that the Member has requested. The City will furnish each Member with a written statement showing the amount of employee accumulated paid sick leave each pay period.

Section 5. At any time, an eligible Member who has accumulated and maintains three hundred sixty (360) or more hours of unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at

the employee's regular base rate of pay; (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate). No Member conversion per this section may result in such Member maintaining less than a minimum of three hundred sixty (360).

Section 6. Members shall be allowed to carry over any unused and unpaid sick leave from service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid out upon termination or resignation and shall not be eligible for purposes of the yearly conversion in the Section 5.

Section 7. At the City's discretion, a Member shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the Member'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 a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

Section 8. Donated Sick Leave

A. Eligibility - Any member may apply to the Human Resources Coordinator or the City Administrator's designee, 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 the Member unable to perform the essential functions of the Member's position for a minimum of four (4) consecutive weeks;

(2) Has exhausted all leave balances and does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence.

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

(4) Has no record of ever being disciplined for sick leave abuse.

B. <u>Procedure</u>:

(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 Human Resources Coordinator or the City Administrator's designee. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The City Administrator shall have the discretion to approve or deny such request. Copies of the written request and written documentation from a medical doctor shall be provided to Human Resources.

(2) Upon approval of a request for sick leave donation, the Human Resources Coordinator or City Administrator's designee shall complete the necessary form and forward copies of same to the Member requesting sick leave donation.

(3) A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the City Administrator or City Administrator's designee, who shall provide a copy to Human Resources.

C. <u>Approval</u> - Upon approval of a Member's request for donated sick leave, the City Administrator or City Administrator's designee shall:

(1) Notify all eligible 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** –Members may donate accrued and unused sick leave to their credit to any other 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 not used shall 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 the Member's regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.

(3) Sick leave shall be deducted from donating Member 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 sick leave hours to another Member in a calendar year.

(8) The City Administrator or City Administrator's designee shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. Only the Human Resource Coordinator shall directly solicit donations of sick leave from another Member.

ARTICLE 19-HOLIDAYS

Section 1. All bargaining unit Members shall receive the following holidays off with pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	Twenty-fourth day of December
Christmas Day	Twenty-fifth day of December
Member's Birthday	

Section 2. If any of the above holidays fall on a Sunday, the holiday is observed on the following Monday; if it falls on a Saturday, it is observed on the preceding Friday. If a recognized holiday occurs during a Member's vacation, that day is not charged as vacation used. Members required to work on a recognized holiday shall receive one and a half (1½) times their regular rate of pay for all hours worked in addition to their regular compensation.

Section 3. In order to receive holiday pay, the Member must work the Member's regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift

immediately following the holiday, unless the Member is on vacation or has a written doctor's excuse.

Section 4. Members must observe the "Member's Birthday" on a day mutually advantageous to the Member and the City within the calendar year. This holiday cannot be carried forward to the next calendar year.

Section 5. Members required to work on Christmas Eve, Christmas Day, New Year's Day, the Fourth of July (or the City's celebrated day) or Thanksgiving Day shall receive double time for all hours actually worked on the holiday. This would be for hours worked only on the actual holiday itself and not the day that might be observed by the City. Such payment for the hours worked shall be in addition to the 8 hours of holiday time provided for these holidays in Section 1.

ARTICLE 20-VACATION

Section 1.

A. All bargaining unit Members, after one year of service, shall be entitled to the following weeks of vacation with pay annually:

Years of Service	Paid Vacation Hours per Year	Vacation Hours Per Pay Period
1 year 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 years	200 hours	7.6923
18 yrs. or more	240 hours	9.2307

B. Members who accrue more vacation hours than the maximum number of hours allowed shall receive their regular rate of pay for each hour in excess of the maximum number of hours allowed.

C. Bargaining unit Members, shall be allowed to accrue vacation hours up to a maximum number of hours according to their years of service, as follows:

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

D. At any time during the calendar year, an employee may request to be paid for any vacation balance in excess of eighty (80) hours at the employee's most recent base hourly rate. At the end of each calendar year, each employee shall be paid for any vacation balances in excess of the maximums fixed by this section at the employee's base hourly rate at the end of the calendar year. Such payments shall be made by January 31 of the next calendar year.

E. Vacation scheduling and approval is not automatic. Members must request their vacation leave in advance and have it pre-approved by the Director of the Department (or the Director's designee). The Director (or the Director's designee) has sole discretion for granting or denying the scheduling of vacation leave based on what the Director deems most advantageous for the service and the interest of the City. Any Member who is separated from the City service through removal, resignation, retirement or lay-off and who has unused vacation leave shall be entitled to compensation at the Member's then current rate of pay for all lawful accrued and unused vacation leave.

Section 2. In case of the death of a Member any earned but unused vacation shall be paid to the Member's beneficiary or the Member's estate at the Member's then current rate of pay.

Section 3. Vacation leave may be requested in one-half (1/2) hour increments. Vacation leave is compensated at your current rate of pay.

Section 4. "Years of Service" generally is defined to be the total of all periods of employment for the City of Grove City and periods of employment with other public agencies in the State of Ohio.

Members shall not earn vacation credits while in a no pay status for 8 or more hours. A Member shall not earn vacation credits if the Member is on donated sick leave.

ARTICLE 21-WAGES

Section 1. The following wage schedules shall apply for the life of this agreement:

Job Classification	Step	EFFECTIVE 4/21/2013 2.5%	EFFECTIVE 4/21/2014 1.0%	EFFECTIVE 4/21/2015 1.0%
ACCOUNT CLERK	Step 1	$14.58	$14.73	$14.87
	Step 2	$16.11	$16.27	$16.43
	Step 3	$17.65	$17.83	$18.01
	Step 4	$19.20	$19.39	$19.58
	Step 5	$20.74	$20.95	$21.16
	Step 6	$22.24	$22.46	$22.68
	Step 7	$23.81	$24.05	$24.29
ACCOUNT SPECIALIST	Step 1	$15.80	$15.96	$16.12
	Step 2	$17.67	$17.85	$18.03
	Step 3	$19.60	$19.80	$20.00
	Step 4	$21.43	$21.64	$21.86
	Step 5	$23.36	$23.59	$23.83
	Step 6	$25.23	$25.48	$25.73
	Step 7	$27.16	$27.43	$27.70

SERVICE TECHNICIAN	Step 1	$17.48	$17.65	$17.83
	Step 2	$19.13	$19.32	$19.51
	Step 3	$20.78	$20.99	$21.20
	Step 4	$22.45	$22.67	$22.90
	Step 5	$24.08	$24.32	$24.56
	Step 6	$25.75	$26.01	$26.27
	Step 7	$27.41	$27.68	$27.96

All Members not at the top step shall move to the next applicable step on the anniversary of the contract.

Section 2. **Pension Pick-Up (Salary Reduction Method)**-The full amount of the statutorily required employee contribution to the Public Employee Retirement System ("PERS") shall be withheld from the gross pay of Members, shall be "picked-up" by the City, and shall be designated as public employee contributions and shall be in lieu of contributions to PERS by each such Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to PERS 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 PERS change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 3. An Account Clerk who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of Account Specialist for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive payment consistent with the higher classification while so acting, at the equivalent step the Member is currently at for all hours actually worked but excluding hours in paid status while on

approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher classification.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and base salary of the higher pay classification for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using a Member's original base rate.

Section 4. A Service Technician who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of a higher classification for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive an additional payment of $1.00 per hour while so acting, added to the step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay including the additional $1.00 per hour.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and the base salary including the additional $1.00 per hour for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using a-Member's original base rate.

Section 5. Members selected by the City as mechanic, sewer and electric technicians shall receive an additional $1.00 per hour.

ARTICLE 22-SAFETY

Section 1. The Union agrees to comply with reasonable safety rules and regulations established by the City. Safety is a prime responsibility of both parties. Where necessary, safety equipment shall be provided by the City. Reasonable rules shall be established to regulate the use of such equipment.

Section 2. At no time shall any work of an emergency nature involving an element of hazard or danger be performed without a minimum of two (2) persons. The supervisor or person in charge shall have sole authority to determine if such an emergency exists.

Section 3. A Safety Committee shall be maintained to review safety issues and to make recommendations as necessary to the City for the improved safety of all workers. Such committee shall meet twice a year and be composed of three (3) members chosen by the Union and three (3) representatives of management so designated by the City. Attendance at such meetings may be during the regular work hours but in no case can such meetings result in any overtime pay. The scheduling of such meetings shall be determined by the City.

ARTICLE 23-INSURANCE

Section 1: Group Health Insurance and Pharmacy Program. The City will provide group health insurance and a pharmacy program for all Members. Currently, the City provides health insurance and a pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium plan or plans adopted by such Consortium. The City retains the right to seek out alternative health insurance and pharmacy program providers throughout the term of this Contract. In the event the City determines that the Consortium Plan is no longer an economical plan for the City and the Members, the City will provide the same

leave of health insurance and pharmacy program coverage in a manner which is at least equivalent to the Consortium Plan through the term of this Contract.

Section 2: **High Deductible Plan Funding.** The City will fund any High Deductible Plan at eighty percent (80%)

Section 3: **Vision Care Plan.** The City shall provide vision care coverage for each Member.

Section 4: **Dental Care Plan.** The City shall provide dental care coverage for each Member.

Section 5: **Life Insurance.** The City shall provide Seventy Five Thousand ($75,000) Dollars of life insurance for all full-time Members.

Section 6: **Payment for Coverage.** The City shall pay ninety percent (90%) of the monthly premiums for medical coverage, vision coverage and dental coverage. All participating Members shall pay ten percent (10%) of the monthly premiums for such coverage. The amounts paid by a Member for medical coverage, vision coverage and dental coverage will be deducted from the Member's gross salary for tax purposes as permitted by law.

Section 7. Members who elect health care coverage under the High Deductible Healthcare Plan (HSHP) are eligible to participate in the health savings account (HSA). For those Members who elect to participate in the HSA, the City shall make an annual payment to the Member's HSA with the HSA provider selected by the City. The Member has the option to contribute to the Member's HSA account pre-tax through the Grove City Cafeteria Plan. For new employees enrolling in the plan after January 1st of a given year, the City's contribution will be prorated based on months of employment remaining in the current year.

Section 8: **Employees Declining Health Insurance, Major Medical and Hospitalization.** Members electing to decline City insurance coverage and who are not covered under any other City insurance policy for the entire calendar year shall receive the following payment in December for that calendar year:

(1) Employees eligible for family coverage but taking no coverage $2,000;

(2) Employees eligible for family coverage but taking single coverage $1,000;

(3) Employees eligible for single coverage but taking no coverage $1,000.

Section 9: **Other Benefits.** Other benefits may be authorized from time to time by the City Administrator if there is no cost to the City. Notwithstanding the foregoing, the City Administrator is authorized to make adjustments to benefits to ensure that all employees in a Department or Division are treated in a similar fashion.

ARTICLE 24-SUBCONTRACTING

The City shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit Members below the level of Members existing at the time of the execution of this Agreement, then, in that situation only, the City agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the City shall have the sole discretion to determine whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

ARTICLE 25-MILEAGE ALLOWANCE

When a Member is required to drive the Member's personal vehicle to transact business of the City, the Member shall be reimbursed at a mileage rate equal to the current IRS rate in effect each year of the agreement.

Parking charges and highway tolls related to business are reimbursed at cost.

ARTICLE 26-MEALS AND LODGING

When a Member is on authorized business for the City and overnight lodging is required, said Member shall be compensated pursuant to the City's Administrative Order, Regulations Governing Travel Expenses.

ARTICLE 27-WORK RULES

The City will provide the Union with any written work rules fourteen (14) days prior to implementation. Any charges by a bargaining unit Member that a work rule is a violation of this contract, or has not been applied or interpreted uniformly to all Members, shall be a proper subject for grievance.

The City will provide the Union copies of all revised or new written work rules in advance of their intended effective date.

ARTICLE 28-UNIFORMS (APPAREL, SHOES AND PPE)

Members in the Service Technician function that are required to wear uniforms shall have uniforms provided directly by the City or a selected uniform service company. Specific uniform items and the amount issued shall be determined by the City. The City will provide all clothing expected to be worn as an outer-layer. The Service Director or designee shall conduct an inspection of uniforms, twice a year. Damaged or worn uniforms shall be replaced on a one-for-

one exchange. The uniform service company would generally provide for the cleaning and repair of such uniforms.

The City and the Union agree that Members in the Account Clerk and Account Specialist functions received their $200 clothing allowance in May 2013. Members in the Account Clerk and Account Specialist functions will receive an additional one time $200 clothing allowance. The $200 clothing allowance shall be paid to eligible employees in the employee's first pay check in May 2014. The City and the Union agree that Members in the Account Clerk and Account Specialist functions will no longer receive any clothing allowance after May 2014.

For all Members affected by the above, all uniform payments and/or credits shall be made in accordance with IRS regulations and will be subject to withholding for tax purposes.

ARTICLE 29-LONGEVITY

A. All bargaining unit Members of the City, after the completion of five years of service with the City, shall receive a longevity bonus in accordance with the schedule set forth below:

Years of Service	Annual Longevity Lump Sum Payment
5th through 10th	$1,075 per year
11th through 15th	$1,325 per year
16th through 20th	$1,550 per year
21st and thereafter	$1,900 per year

B. The longevity payment shall be made, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after each anniversary date of each year. Upon termination for any reason, Members who are eligible for longevity pay under this section (or, in the event of death, the estate of the deceased) shall be paid, as part of their

terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during such partial year since the Member's last anniversary date. The Director of Finance shall establish the rules and regulations for the distribution of this bonus.

ARTICLE 30-BULLETIN BOARDS

The City will provide space for four (4) bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all Members.

One (1) bulletin board shall be located in an agreed upon area in City Hall. One (1) bulletin board shall be located in an agreed upon area in the Service Department. One (1) bulletin board shall be located in an agreed upon area in the Police Department. One (1) bulletin board shall be located in an agreed upon area in the Mayor's Court.

ARTICLE 31-WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Grove City Council, the Legislature, or the Mayor, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

A. Time limits for management or the Union replies on grievances.

B. Selected work rules and/or agreements and practices relating to the assignment of the Members.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 32-TUITION REIMBURSEMENT

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 City Administrator or the City Administrator's designee. All courses are subject to approval by the City Administrator. There must be a correlation between the Member's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which, in the discretion of the City Administrator, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

B. Members shall not receive tuition reimbursement from the City for more than necessary to cover their actual out-of-pocket cost for tuition. Therefore, any financial assistance from any governmental or private agency made 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. For example: If tuition costs $3,500.00, and the Member receives $2,000.00 in scholarship assistance, then the Member is only entitled to receive payment from the City in the amount remaining to be paid by the Member, i.e. $1,500.00. 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. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment

or copy of the unpaid bill from the institution confirming completion of the approved course to the City Administrator. Reimbursement shall be made within sixty (60) days from the date the Member complies with the provision of this Section.

D. Reimbursement shall be granted up to a maximum of forty two hundred dollars ($4,200) per year and shall be for reimbursement of tuition costs only. Reimbursement shall be granted for tuition and books in courses of instruction voluntarily undertaken.

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.

F. The City Administrator is responsible for establishing rules, devising forms, and keeping records for the program.

G. A Member must timely complete all coursework in the regularly scheduled course schedule and receive a grade of "C" or better to be reimbursed per this program.

ARTICLE 33-SEVERABILITY

Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature.

The parties hereto agree to recognize and adhere to all laws, state and/or federal, which are required. In the event a law is changed and/or a new law is enacted that could affect this contract, the parties shall meet to negotiate a new Article and/or Section to replace the abrogated Article and/or Section.

ARTICLE 34-COMPLETE AGREEMENT CLAUSE

Agreements reached between the City and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The City and the Union acknowledge that during negotiations which preceded this Agreement, 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 all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35-DURATION

This Agreement shall become effective on April 21, 2013, and shall continue in full force and effect until midnight April 20, 2016. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from year to year after April 20, 2013, and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

For the Employer

Richard Ike Stage
Mayor, City of Grove City

Charles W. Boso, Jr.
City Administrator, City of Grove City

William Vedra, Team Member
Deputy City Administrator, City of Grove City

Vikki Stoneking, Team Member
Human Resources, City of Grove City

Eve M. Ellinger, Team Member
Legal Counsel, Ice Miller LLP

For the Union:

Eric Boyd
AFSCME Representative

Joseph Weber, Team Member

Jeffrey Geddes, Team Member

Joy Bedard, Team Member