STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

CITY OF GROVEPORT

AND

FRATERNAL ORDER OF POLICE

CAPITAL CITY LODGE NO. 9

EFFECTIVE JULY 1, 2015

THROUGH

JUNE 30, 2018

ARTICLE 1
AGREEMENT

Section 1.1 Agreement. This Agreement is between the City of Groveport, as Employer, hereinafter referred to as "Employer", "City", or "Department", and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the "Lodge".

Section 1.2 Purpose. This Agreement is made for the purpose of setting forth the understandings and agreements between the City and the Lodge governing the wages, hours, terms and conditions of employment for those employees (hereinafter referred to as "members" or "member") included in the bargaining units identified herein.

Section 1.3 References. Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a 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 such invalidation is applicable. Should such events take place, and upon written request by either the Employer or the Lodge to the other, the Employer and the Lodge shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

No representative of the City or the Lodge shall make or ask a member to make any written or verbal agreement which would conflict with this Agreement.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the Employer and the Lodge to make such change(s). To be incorporated within this Agreement, any changes must be in writing and signed by the authorized representatives of the Employer and the Lodge.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition. The Employer recognizes the Lodge as the sole and exclusive representative of all members in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

Section 2.2 Bargaining Unit. The bargaining unit covered by this Agreement shall consist of all full-time sworn police officers below the rank of Sergeant who are employed by the Employer. References throughout this Agreement to member or members shall mean employees within the bargaining unit, unless specified otherwise.

ARTICLE 3
LODGE SECURITY

Section 3.1 Dues Deduction. The Employer agrees to deduct Lodge membership dues in the amount certified by the Lodge to the Employer, the first pay period of each month from the pay of all Lodge members. The Employer also agrees to deduct Lodge Initiation fees and assessments, in the amount certified by the Lodge to the Employer, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

Once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made, shall be forwarded to the Lodge.

The Employer shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional employee benefits, provided that the Employer's payroll accounting system possesses sufficient capacity and capability for additional deductions.

No other employee organization's dues shall be deducted from any member's pay for the duration of this Agreement.

The Lodge agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the Employer and, at the Employer's request, to provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse the Employer for any payments made by the Employer as a result of any finding by an administrative agency or court of law that it has unlawfully, illegally or improperly made deductions.

Section 3.2 Fair Share Fee.

A. Members who are not members of that Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the Employer at such time during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The Employer agrees to furnish the Financial Secretary of the Lodge once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the members for whom said deductions are made.

The automatic deduction shall be initiated by the Employer whenever a bargaining unit employee who is not a member of the Lodge has completed his or her first sixty (60) days of employment.

The Lodge agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the Employer and, at the Employer's request, provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse it for any payments made by the Employer as a result of any finding by an administrative agency or court of law that it has illegally or improperly made deductions.

Section 3.3 Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board at Department headquarters. The location of the board will be determined by the Chief and will be reasonably accessible to all members. Lodge bulletins and Lodge material will be permitted to be posted on this board. Non-bargaining unit members shall not be permitted to remove, add to, or alter the material posted on this board. Any material which contains obscene, racially, sexually offensive information or partisan political activity shall be brought to the attention of a Grievance Representative for immediate removal. If no Grievance Representative is available, or fails to immediately remove the item, the item may be removed by the on-duty supervisor, dated, initialed and provided to a Lodge Grievance Representative.

Section 3.4 Meeting Locations. The Lodge shall be permitted, upon providing prior notification to the Chief, to hold meetings for members at police headquarters or other City buildings, rooms, or facilities. The notification required under this Section shall be in writing, shall be delivered to the Chief or designee at least twenty-four (24) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

The Employer agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the Employer to provide the requested location to the Lodge, the Employer will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room, or facility. No member shall attend the above-referenced meetings while on duty without receiving prior approval from the Chief or designee. In the event the Chief or designee are not present nor available, or it is not practical to contact said individuals, prior approval shall then be obtained from the then on-duty supervisor. No member of the Lodge shall be obligated or asked to divulge to the Employer information discussed at said meetings.

Section 3.5 Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief, to place a ballot box at Department headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.6 Use of Intra-Departmental Mail And E-Mail System. The Lodge shall be permitted to utilize the intra-Departmental mail system and e-mail system for the purpose of

providing information to members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City. E-mail messages may be monitored by the City for specific reasons, such as evaluating the effectiveness of the operation of the e-mail system, finding lost messages, investigation of suspected criminal acts, breach of security or other policies, and recovery from system failures. The City shall refrain from accessing a member's e-mail, unless reasons for doing so are consistent with the City's need for supervision, control, and efficiency in the workplace. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law.

All intra-Departmental mail (other than e-mail) placed into the mail system by the Lodge shall be the property of the member to whom it is addressed, and such mail shall not be subject to the Employer's review.

Section 3.7 Lodge Business. Lodge representatives shall be permitted to transact official Lodge business at Department work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Department operations. A Lodge representative will give advance notice and obtain approval from the Chief or designee if the Lodge intends to use the employer's facilities for Lodge business. In the Chief's or designee's absence, notice shall be given to and approval obtained from the shift supervisor at the time. Permission of the Chief or designee to use the facilities will not be withheld without a valid reason.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 Management Responsibilities. The Lodge recognizes the right and authority of the City, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the City. In addition to other functions and responsibilities which are required by law, the Lodge recognizes that the City has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine the Department's goals, objectives, programs and services and to utilize personnel in the manner designed to effectively meet these purposes.

D. To determine the size and composition of the work force in the City's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;

E. To determine the hours of work and work schedules required to most efficiently operate;

F. To determine when a job vacancy exists, the duties to be included in all job classifications and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of records and other important information;

I. To determine the overall budget;

J. To maintain and improve the efficiency and effectiveness of the City's operations; and,

K. To determine and implement necessary actions in emergency situations.

The Lodge agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 5.1 Meetings. In the interest of sound labor/management relations, to discuss pending issues and/or problems, and to promote a more harmonious labor/management relationship, up to three (3) representatives of the Employer shall meet with up to three (3) representatives of the Lodge. Members who are serving as labor relations representatives for the Lodge shall be allowed reasonable time during their regular tour of duty to attend labor relations meetings. Attendance of members at said meetings cannot take any shift below minimum staffing levels as determined by the Department of Police. These meetings will be held at least semi-annually at mutually agreeable dates and times, but may be held more often by mutual agreement.

An agenda will be exchanged by the parties at least three (3) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of the Lodge and Employer representatives who will be attending. All matters on the agenda will be discussed. By mutual agreement, the Employer and the Lodge may waive the exchange of an agenda.

The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Discuss grievances, when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the Employer and the Lodge;

D. Consider and discuss health and safety matters relating to members; and

E. Discuss any other items affecting the labor/management relationship.

ARTICLE 6
BARGAINING UNIT BUSINESS

Section 6.1 Grievance Representatives. The bargaining unit shall select three (3) Grievance Representatives, one of whom shall be designated as the Grievance Chairperson. The selection of these representatives shall be approved by the Lodge President who shall notify the Chief of their selection and any change thereto.

A Grievance Representative, upon giving reasonable notice, and upon receiving approval from, his or her supervisor, shall be released with pay during regular working hours to investigate grievances, to consult with the Employer in addressing labor/management issues, to process grievances, or to assist in the settlement of disputes. Permission to perform these functions shall not be unreasonably denied.

If written notice is provided to the Chief at least ten (10) days in advance, one (1) Grievance Representative will be released from duty to attend Lodge training sessions and conferences for a maximum of two days each calendar year.

Section 6.2 Negotiating Committee. Lodge Team members may be permitted to attend Team meetings and negotiation preparation sessions during their duty hours, provided such attendance does not create any overtime obligation to the City and it does not take any shift below minimum staffing levels as determined by the Department. Time spent by a member attending Lodge Team work sessions, outside their scheduled shift, shall not constitute hours worked.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 Grievance Defined. A grievance is an allegation that there has been a breach, misinterpretation or improper application of this Agreement.

Section 7.2 Qualifications. A grievance may be initiated by an aggrieved member or by the Lodge. A grievance initiated by the Lodge shall be filed at Step Three. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. Termination grievances, if initiated, shall be filed directly at Step Four of the Grievance Procedure. A

member has the right to file grievances and have them adjusted without the assistance of a Lodge Representative, as long as the adjustment is consistent with the terms of this Agreement.

Section 7.3 Jurisdiction. Nothing in the Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board. However, once a member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure and the court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the member and the Lodge are thereafter precluded from seeking a remedy under this procedure.

Section 7.4 Grievance Withdrawal. Any member or the Lodge may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any Step to lapse without further appeal. Once a grievance is withdrawn, the member and/or the Lodge shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance which gave rise to the initial grievance.

Section 7.5 Time Limits and Representatives. Any grievance which is not answered within the stipulated time limits may be advanced to the next succeeding Step in the Grievance Procedure within the time frames set forth therein. All time limits on grievances may be waived by mutual written consent signed by the parties. The parties may, upon advance notice, bring additional representatives to any meeting in this Grievance Procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Grievance Procedure outlined herein. For purposes of computing time under this procedure, where the last day a grievant or respondent is required to act under the time limits set out in this Article falls on a holiday, the grievant's or respondent's scheduled day off, or during the grievant's or respondent's approved leave, the time limit for the act shall be automatically extended to the end of the next regularly scheduled work day for such person. Furthermore, if an office specified for receipt of a grievance or the issuance of a response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or the issuance of a response, then the grievant or respondent, as the case may be, will be permitted to file such grievance or issue such response on the next day on which such office is open.

Section 7.6 Grievance Form. Grievances shall be processed on the mutually agreed upon form. The Lodge shall be responsible for the printing and distribution of the grievance forms. The City shall permit the Lodge to use the Departmental computer system to the extent that the Lodge may develop a grievance form template to be placed on the hard drive for purposes of filing and processing grievances. The Lodge Grievance Representative may save grievances on a compact disc.

Section 7.7 Grievance Steps. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that originates from a level above Step One of the grievance process may be submitted directly to the step or level from which it originates. Whenever a grievance originates at Step Four, a copy of the grievance shall be given to the Chief. Any Step in the Grievance Procedure may be waived on any

grievance by mutual consent. The following Steps and procedures shall be utilized in the resolution of grievances:

A. Step One - Immediate Supervisor

1. A grievant shall first attempt to resolve a grievance by submitting the grievance in writing to the grievant's immediate supervisor. This grievance shall be submitted to his/her immediate supervisor within the earlier of ten (10) calendar days of the date the grievant first has knowledge of the events or circumstances giving rise to the grievance or within forty-five (45) days of the date these events or circumstances occurred. The supervisor shall note on the grievance form the date of its receipt.

2. Within ten (10) calendar days after receipt of the grievance, the supervisor shall submit to the grievant and/or the grievance representative a written response to the grievance.

B. Step Two – Chief

1. Should the grievant not be satisfied with the response at Step Two, the grievant may file an appeal of the grievance to the Chief. The grievant shall initiate this appeal by delivering, within ten (10) calendar days after receipt of the Step Two response, a copy of the grievance form containing the written responses from prior Steps and any other pertinent documents to the Office of the Chief. The Chief shall note on the grievance form the date of its receipt.

2. Within ten (10) calendar days after receipt of the grievance, the Chief shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may be represented by the Grievance Representative and/or other Lodge representative. The City Administrator may attend the meeting at the invitation of the Chief.

3. At the meeting called for at this Step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.

4. Within ten (10) calendar days after the meeting at this Step, the Chief shall submit to the grievant and the Grievance Representative a written response to the grievance, which response shall be signed and dated.

C. Step Three –Mayor

1. Should the grievant not be satisfied with the response at Step Three, the grievant may file an appeal of the grievance to the Mayor. The grievant shall initiate this appeal by delivering, within ten (10) calendar days after

receipt of the Step Three response, a copy of the Grievance Form containing the written responses from prior Steps, and any other pertinent documents, to the Office of the City Administrator.

2. The grievance shall be heard by the Mayor or designated representative, within ten (10) calendar days at a meeting called to consider the grievance. This time period may be extended by mutual agreement of the parties. The grievant may be represented by the Grievance Representative and/or other Lodge Representative at this meeting. Within ten (10) calendar days after the meeting, the Mayor or its designated representative shall submit to the grievant and Grievance Representative a written response to the grievance, which response shall be signed and dated.

   Should the grievant not be satisfied with the response to the grievance at Step Four, the grievant shall notify the Grievance Representative of the grievant's desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Lodge President. Should the Lodge President, or designee, determine to proceed to arbitration with the grievance, the Lodge President shall so notify the City Administrator by written notification. This written notification shall be delivered to the office of the City Administrator within fourteen (14) calendar days after the grievant's receipt of the Mayor's written response.

D. Step Four - Arbitration.

1. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step Four reply.

2. Upon receipt of a request for arbitration, the City and the Lodge shall, jointly agree to an Arbitrator or request a list of seven (7) impartial labor Arbitrators from the Federal Mediation and Conciliation Service (FMCS) who have a business or residential address in Ohio and who are members of the National Academy of Arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The first strike shall be by coin-toss and the parties shall then alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel, which election may only be exercised once. If the Lodge and City have not jointly agreed to an arbitrator or neither party has made a request to the FMCS for a list of seven (7) arbitrators within 60 days of the Lodge's written notice to arbitrate the grievance, the grievance shall be considered resolved and the issue will no longer be subject to the arbitration process. All procedures relative to the hearing shall be in

accordance with the rules and regulations of the FMCS. The Arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

3. The Arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance.

4. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The Arbitrator shall be confined solely to the issues submitted for arbitration. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the Arbitrator shall have the authority to order modification of said discipline for the offense charged. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to no earlier time than forty-five (45) calendar days prior to the date the grievance was first presented.

5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not alleged grievance is arbitrable. If the Arbitrator determines the grievance is not arbitrable, the Arbitrator shall render no decision on the merits.

6. The decision of the Arbitrator shall be final and binding upon the Lodge, the member and the City. Any cost involved in obtaining the list of arbitrators shall be equally divided between the City and the Lodge. All costs directly related to the service of the Arbitrator shall be divided equally between the City and the Lodge. Expenses, if any, of the witnesses shall be borne by the party calling the witness, except that member witnesses on duty time shall not lose any wages due from the City. The fees of the court reporter shall be paid by the party asking for one. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The City shall not incur any overtime expense as a result of this provision.

Section 7.8 Time Off for Presenting Grievances. A grievant and Grievance Representative shall be allowed reasonable time to pursue a grievance during their regular tours of duty with prior approval of their respective supervisors, provided that normal Departmental operations shall not thereby be interfered with or interrupted. Grievance meetings shall, to the extent possible, be held during the grievant's tour of duty. The Grievance Representative and/or the grievant must obtain prior approval from their respective supervisor(s) before conducting meetings with each other or with other members while on duty, which approval shall not be unreasonably withheld. The Grievance Representative shall be allowed reasonable time, as approved by the supervisor, during the Representative's regular tour of duty, to conduct a proper

investigation of each grievance, which approval shall not be unreasonably withheld. Grievance meetings will be held at mutually agreeable times.

ARTICLE 8
INTERNAL REVIEW PROCEDURES

Section 8.1 Scope. The investigative procedures set forth in this Article shall be followed whenever a member is suspected of or charged with an act which could result in disciplinary action or criminal charges being filed against the member.

Section 8.2 Informal Process for Non-Serious Complaints or Offenses. In recognition of the fact that many types of complaints are of a very minor or non-serious nature which can be resolved at an initial, informal stage, the following procedures may be adhered to where an informal resolution is likely to occur.

Following the receipt of information that could lead to counseling or result in minor discipline (i.e., no more than an oral reprimand), an informal process may be initiated. The investigating supervisor may approach the accused member and attempt to gather facts a member about any incident or allegation of misconduct. At that time, the investigating supervisor shall notify the member of the nature of the concern or complaint. If the matter cannot be resolved at this informal level, the official investigative procedure as specified in the remaining sections of this Article shall be followed. Cases processed and resolved at the informal level may result in no more than counseling or an oral reprimand, and a review of any discipline may be sought by the member through the grievance procedure.

Section 8.3 Notification of Investigation. For matters not covered by the informal process set forth in Section 8.2, above, a member shall be informed of the nature of the investigation (whether disciplinary or criminal) at least twenty-four (24) hours prior to any questioning, and the member shall be provided written notice of the specific factual allegations made against the member, including a copy of the written complaint. Any request made by the member and/or his or her Lodge Representative or Lodge Attorney for any records relative to the investigation, not deemed confidential by the Ohio Public Records Act, shall be honored and responded to prior to any questioning of the member. The member and/or his or her Lodge Representative or Lodge Attorney shall be given a reasonable period of time to review the requested records prior to any questioning of the member.

Section 8.4 Right to Representation. All questioning sessions shall be scheduled so that the member has an opportunity to obtain representation from the Lodge. The Lodge Representative or Lodge Attorney shall be permitted to be present at any questioning and shall be afforded a reasonable opportunity to consult with the member during questioning.

Section 8.5 Conduct of Questioning. As used in this Article, questioning refers to any investigation, internal affairs interview, or other interrogation where the member is to be questioned about a matter that could lead to discipline. The following rights are accorded to the member subject to questioning:

A. Any questioning of a member will be conducted at hours reasonably related to the member's shift, preferably during the member's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for a member's attendance to physical necessities.

B. If criminal charges are contemplated, the member shall be informed of his or her constitutional rights in advance of any questioning; and, the member may not be disciplined for refusing to answer questions or participate in the investigation.

C. Before a member may be charged with insubordination or like offenses for refusing to answer questions or participate in any administrative (i.e., non-criminal) investigation, the member shall be given a "Garrity" warning, ordered to answer questions, and advised that such conduct, if continued, may be made the basis for such a charge.

D. Except at the informal level as referenced in Section 8.2, the Employer shall make reasonable attempts to record or get a written statement from the affected member and any potential witnesses to the matter under investigation. Recordings may also be made of the member's interview by the member and/or his/her Lodge Representative or Lodge Attorney. The member and his/her Lodge Representative or Lodge Attorney will be afforded the opportunity, upon written request directly to the Chief or designee, to listen and to make personal notes regarding a recording or written statement.

E. Any statements or evidence obtained in the course of questioning through the use of threats, coercion or promises other than notification that the member may be charged with insubordination, shall not be admissible in any subsequent criminal action or internal proceeding. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be considered as such threats, coercion or promises, subject to provisions of this subparagraph.

F. In the course of questioning, a member may only be given a polygraph examination or other purported truth verification examination with his/her consent. The results of this examination cannot be used in any subsequent criminal action. Where consent is given, a polygraph examiner shall be chosen by mutual agreement of the Employer and the Lodge.

Section 8.6 Access to Recordings and Documents. Once the investigation is completed, and no later than two (2) days after requested and reasonably in advance of any pre-disciplinary conference, the member who is subject to questioning and his or her Lodge representative or Lodge attorney will be provided access to transcripts, records, written statements, and recordings pertinent to the investigation, including transcripts of questioning and responses to polygraph examination.

Section 8.7 Application to Witness. Sections 8.4 and 8.5 shall be applicable to any member interviewed as a witness to a matter under investigation pursuant to this Article, unless the investigation is relating to criminal charges. Such a member shall also be advised prior to any questioning of the nature of the investigation (whether disciplinary or criminal) and shall be provided the specific factual allegations made against the member under investigation, including a copy of the written complaint.

Section 8.8 Citizen Complaint. Whenever a citizen makes a complaint against a member, the Chief or his designee shall request the citizen to put the complaint in writing. If the citizen does not provide a written complaint, the Chief or his designee shall prepare a written summary of the complaint. In the absence of readily available corroborating evidence, anonymous and third-party complaints against members shall not form the basis for investigation and questioning under Section 8.5 and such complaints shall be classified as unfounded.

ARTICLE 9
DISCIPLINE

Section 9.1 Discipline for Cause. The tenure of every member shall be during good behavior and efficient service. No member who has completed his/her probationary period, shall be reprimanded, suspended, reduced in pay or rank, or removed, except for just cause.

Section 9.2 Progressive Discipline. Except in instances where a member engages in serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, a member's record of discipline, and the member's record of conduct.

In all instances of discipline, the Employer shall only impose a disciplinary penalty commensurate with the offense, which, where practicable, may assist the member in correcting whatever action or behavior is deemed inappropriate. Nothing herein precludes the Employer from utilizing positive steps, including counseling, to correct a member's inappropriate action or behavior.

When disciplinary action is first proposed, the member or his or her Lodge Representative will be allowed an opportunity, if requested, to meet with the appropriate supervisor ~~or~~ **to** discuss the proposal.

Section 9.3 Disciplinary Action. The prerogative to issue oral reprimands and written reprimands is solely within the Departmental Chain of Command. Where there is reason to believe that a member is guilty of an offense which might lead to suspension, reduction in pay or rank, demotion, or removal, the Chief has the responsibility to prefer charges and the proposed penalty against the member, which charges shall be heard in a Pre-Disciplinary Conference, as established in Section 9.4. In preferring charges, the Chief shall provide the member with written notice of the charges and provide the member access to all evidence supporting the charges.

Disciplinary actions shall in all cases be dealt with in a confidential manner. Specifically, members who are or who may be the subject of any disciplinary action and supervisors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who are entitled by law to such information. Whenever a written communication is transmitted to a higher supervisory authority in which matters are discussed which, if true, could become the basis of disciplinary action against a member, whether or not such disciplinary action is subsequently taken, the member who is the subject of such communication shall be given a copy of it at the time of its transmittal. This requirement does not apply to communications regarding a criminal investigation.

Section 9.4 Pre-disciplinary Conference. When charges are preferred by the Chief, a Pre-disciplinary Conference shall be scheduled to give the member an opportunity to respond to the charges. Pre-disciplinary Conferences will be conducted by the Mayor, or designee.

Not less than three (3) calendar days prior to the scheduled Pre-disciplinary Conference, the Chief will provide the member with written notice of the preferred charges. A request for a continuance will not be unreasonably denied. The member may choose to: 1) appear at the Conference to present an oral or written statement in his or her defense; 2) appear at the Conference with a Lodge Representative and/or Lodge Attorney; or 3) elect to waive (in writing) the opportunity to have a Pre-disciplinary Conference.

At the Pre-disciplinary Conference, the Mayor or designee will ask the member or the member's Lodge Representative and/or Lodge Attorney to respond to the preferred charges. At the Pre-Disciplinary Conference, the member, or his or her Lodge Representative and/or Lodge Attorney, shall be permitted to offer testimony and evidence in the member's defense, call witnesses material to the member's defense, and confront the member's accusers. The member or his or her Lodge representative and/or Lodge attorney shall provide a list of witnesses to the Mayor or designee, as far in advance as possible, but no later than two (2) calendar days prior to the Pre-disciplinary Conference. It is the member's responsibility to notify his or her witnesses that their attendance at the Pre-disciplinary Conference is desired.

Pre-Disciplinary Conferences shall be recorded. A copy of the recording shall be furnished to the member or his Lodge Representative or Lodge Attorney, upon request, within forty-eight (48) hours of the close of the Conference. The member may also record the Conference.

A written report and decision will be prepared by the Mayor or designee, summarizing the findings of fact and disciplinary penalty to be imposed, if any. A copy of this written report will be delivered to the member or his or her Lodge Representative and/or Lodge Attorney within fourteen (14) calendar days following the Conference. No public statements shall be made by the employer regarding the final decision, until the written decision has been given to the member. Any imposition of discipline shall be accomplished in such a manner that will not embarrass the member before other members or the public.

Section 9.5 Appeal. A member may elect to appeal the disposition made by the City Administrator or designee directly to arbitration, with the approval of the Lodge President, as provided in Section 7.7(D) of this Agreement. Written notice from the Lodge President of the

Lodge's intent to file for Arbitration must be received by the Mayor or designee, within fourteen (14) calendar days of the Lodge President's, or his/her Office Staff's, receipt of the written disposition by the Mayor or designee.

ARTICLE 10
PERSONNEL FILES

Section 10.1 Personnel File – General. One, and only one, personnel file shall be maintained for each member and shall be in the custody of the City's Personnel Director. The personnel file shall contain all the official records of the City regarding an individual member. Members may review their personnel file at reasonable times in the presence of the Personnel Director upon written request to the Personnel Director. Copies of documents contained in the file shall be made available to the member at no cost to the member. All such copies shall be marked "copy". The confidentiality of matters contained in the personnel files shall be the responsibility of the Personnel Director who shall release only such information that is determined to be a public record or is otherwise required by law. No anonymous material of any type shall be included in the member's official personnel files.

When a request is made by any private citizen or party to review records contained in a member's personnel file, the City will immediately notify the member of that request by calling the member's telephone and sending an email to the member's City email address. If possible, the member will be granted the opportunity to review the requested records before granting the public request. In every case where records pertaining to a member are provided to a person or entity other than the City or the Lodge, the City shall provide copies of the records to the member, and notify the member of the identity of the party requesting the records, if known, and the date and time that such request was (or will be) honored.

Section 10.2 Copies of Records in Personnel Files. A copy of any record or document which has been placed in and/or removed from the member's personnel file shall be provided to the member at the time of its placement or removal, except where the record or document originates from the member or has been otherwise provided to the member. If removed, the copy shall be signed and dated. Any record, in any file created or maintained by the City, except those deemed confidential by the Ohio Public Records Act, shall be accessible to the member upon request. If an unfavorable or inaccurate statement or notation is placed in a member's official personnel file, the member shall be given the right to place a statement of rebuttal or explanation in his or her file. If a member requests that a record be removed from the personnel file because it is inaccurate, the Personnel Director shall either correct or remove the faulty document, or attach the member's rebuttal or explanation to the document.

Section 10.3 Duration of Records. All actions of records, including appointment, evaluations, promotions, transfers, demotions, written reprimands, dismissals, and suspensions, will be maintained in each member's personnel file throughout his period of employment with the following exceptions: Records of oral reprimands will be removed from the file upon the written request of the member, and shall have no further force and effect, one year after the date of the incident for which such reprimand was issued, provided no further disciplinary action has occurred within that period of time. Records of written reprimands will be removed from the file

upon the written request of the member, and shall have no further force and effect, three years after the date of the incident for which such was given, provided no further disciplinary action has occurred within that two year period of time. Records of suspensions and demotions will be removed from the file upon the written request of the member, and shall have no further force and effect, three years after the date of the incident for which such discipline was given, provided no further disciplinary action has occurred within that four year period of time. In any case in which a written reprimand, suspension, demotion or dismissal is disaffirmed on appeal through the grievance procedure or otherwise, the personnel record shall be amended and records of discipline that have been disaffirmed shall be removed from the member's file. Copies of commendations, letters of appreciation, and training certificates or records, shall also be maintained in the personnel file.

ARTICLE 11
LAYOFFS/JOB ABOLISHMENT

Section 11.1 Action. When the City determines that a layoff or job abolishment is necessary, the City shall notify the affected Members twenty eight (28) days in advance of the layoff or job abolishment. The least senior Member shall be first laid off and any layoffs thereafter shall be in reverse seniority. No Member may be laid off unless all non-bargaining unit law enforcement officers below the rank of sergeant have been laid off or separated from service; and, during the period of any layoff for a Member, no non-bargaining unit law enforcement officer below the rank of sergeant may be employed by or perform any services for the City.

The City agrees to discuss with the Lodge the impact of the layoff or job abolishments on Members prior to the City's notification to the affected Members, provided the City retains the right to determine all aspects of the layoff except as otherwise set forth in this Article.

Section 11.2 Recall and Reinstatement. When Members are to be laid off, the City shall create a recall list. The City shall recall Members from layoff as needed. The recall shall be according to seniority beginning with the most senior Member and progressing to the least senior Member. A Member shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Members by certified mail with copies to the Lodge. The mailing shall be to the last mailing address provided by the Member and the Member has an obligation to keep the City advised of his current mailing address.

The recalled Member shall have ten (10) calendar days following the receipt of the recall notice to notify the City of his intention to return to work and shall have twenty-one (21) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

Section 11.3 Displacement of employees. Nothing in this Article shall be construed as prohibiting sergeants or lieutenants from bumping into a bargaining unit position in the event of a layoff based on total service with the Groveport police department.

ARTICLE 12
MISCELLANEOUS NON ECONOMIC

Section 12.1 Seniority. Seniority will be based on each Member's continuous time served as a full-time sworn law enforcement officer with the City (including continuous time as a sworn law enforcement officer with the Village of Groveport). Any lawful separation from employment with the City, including but not limited to retirement, resignation and termination, will constitute a break in continuous service. Any Member who is restored to service from a disability separation/retirement or is recalled from layoff shall be credited with seniority for all continuous service prior to the date of their disability separation or layoff. In addition, an employee who is promoted to a non-bargaining unit position and later returns to a bargaining unit position shall be entitled to the service they had at the time of promotion, however, time spent in a non-bargaining unit position shall not count for purposes of seniority in accordance with this agreement.

Time spent on an approved but unpaid leave of absence of up to twelve (12) weeks shall count towards seniority. An employee reinstated from an unpaid leave longer that twelve (12) weeks shall be credited with the seniority they had at the time such leave commenced.

Section 12.2 Communicable Disease Testing. The City will pay for any medically appropriate testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

Section 12.3 Health and Safety. It is agreed that safety is a prime concern and responsibility of the City, the Members, and the Lodge. In this regard:

A. The City agrees to provide safe working conditions and equipment for Members.

B. The Member accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions shall be reported by the Member to his supervisor as soon as any unsafe working condition is known.

C. The City and the Lodge shall consider and discuss safety and health related matters and explore ideas for improving safety at the Labor Relations Committee meetings.

Section 12.4 Duty Weapon upon Retirement. Members who retire from service with the Police Department with a minimum of 15 years service credit, or a permanent disability, will be permitted to purchase their service firearm for $1.00.

Section 12.5 Probationary Periods. Newly hired Members shall serve a twelve (12) month probationary period from their hire date. The City may remove a probationary employee at any time during his probationary employee and such decision shall not be subject to arbitration as set forth in this agreement. Any probationary Member who is off duty on an approved leave for thirty (30) or more calendar days shall have their probationary period extended for the same time period that they were on leave.

Section 12.6 New Work Rules. The City agrees that new or amended written departmental policies adopted after the effective date of this Contract shall be reduced to writing, and provided to Lodge representatives and all Members in advance of their enforcement. Any allegation by a Member or the Lodge that a work rule is in violation of this Contract shall be the proper subject of a grievance. No Member shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 12.6 of the Agreement.

ARTICLE 13
REGULAR WORK PERIODS AND OVERTIME

Section 13.1 Workweek and Definitions. The workweek shall consist of forty (40) hours with consecutive days worked. Workday is understood to mean the day on which the shift begins. "Paid Status" shall include hours worked and all hours for any approved time off from work for which the Member is entitled to compensation.

Section 13.2 Regular Assignments and Schedules.

(A). Not later than November 1, the Chief of Police, or designee, will determine and post all patrol assignments and work schedules for bargaining unit members for the next calendar year. Within thirty (30) calendar days of the first date of posting, bargaining unit members shall, in order of seniority, designate which work schedule they desire for the following year. All assignments resulting from this bid process shall be posted no later than December 31.

(B). When any vacancy in an assignment for bargaining unit members is determined for other than regular patrol (e.g., DARE, Investigative, K-9), the vacant assignment shall be posted by the Chief of Police. Within thirty (30) calendar days after the posting, the Chief of Police shall select the most qualified candidate to fill the vacancy. Employees must have a minimum of five years of seniority to apply for vacancies under this section.

(C). Assignments that are filled pursuant to Section (B) of this Article will be honored except when the Chief of Police, or designee, determines that a particular bargaining unit member's choice is inconsistent with Department goals and priorities, based on a demonstrated need, as supported by documentation.

(D). If, during the year following the annual posting of patrol assignments, the Chief of Police determines that a work schedule vacancy exists within a patrol assignment, including temporary vacancies, such vacancy will be posted to notify bargaining unit members that they may submit a written request to be placed in the vacant assignment. Such written requests must be submitted to the Chief of Police, or designee, within ten (10) calendar days following the posting of the vacancy. All such requests will be granted in accordance with the provisions of Sections (A) and (B) of this Article.

(E). The Chief of Police may assign probationary employees to any shift during the probationary period. Such employees shall have the right to participate in the shift bid process with the first bid that occurs after completion of his probationary period.

Section 13.3 Overtime. All hours in paid status in excess of eighty hours (80) per bi-weekly pay period shall be compensated at the overtime rate of: one and one-half (1.5) times the Member's straight time hourly rate of pay.

No Member shall be paid for overtime work, which has not been authorized by a supervisor. Clock changes resulting from the switch from or to Daylight Savings will not result in overtime or a reduction in pay.

Section 13.4 Compensatory Time. Compensatory time shall be earned or granted to Members, at the election of the Member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. The amount of compensatory time in a Member's bank is limited to fifty-six (56) hours. Compensatory time is to be taken in a minimum of one-quarter (0.25) hour increments and shall be taken at times mutually convenient to the Member and the City.

Section 13.5 Prep-Time Pay. Notwithstanding the provisions of section 13.3, members may elect to report to duty one-quarter (0.25) hour prior to the start of their shift, and shall be compensated for this pre-shift prep time at their regular rate of pay.

Section 13.6 Court Pay. When a Member is required by subpoena or order to make an appearance in court during off duty hours, a minimum of three (3) hours overtime shall be paid at one and one-half (½) times his regular rate of pay. The three (3) hour minimum pay will not apply in situations where the court time overlaps the beginning or ending of a Member's regularly scheduled work period. Actual time spent in excess of the work period will be used to calculate overtime in these cases. Whenever a Member's subpoena is cancelled less than two (2) hours before the time stated on the subpoena, the Member will be paid a minimum of three (3) hours at the Member's regular rate of pay.

Members may elect to be placed on stand-by with the court by obtaining approval from the prosecutor, but stand-by under this provision will be in a nonpaid status. Any Member who elects to be placed on stand-by status will be considered released from stand-by, and will not be bound by the subpoena, if the Member does not receive an instruction to appear by the time stated on the subpoena or 12 p.m., whichever is earlier.

All notifications made pursuant to this Section to appear or not to appear will be made by phone in addition to email.

Section 13.7 Substitution (Trading) of Time. A Member, with the approval of a supervisor, may agree to trade work hours with another Member, so long as such trade occurs within the same workweek for both Members involved in the trade.

Section 13.8 Call in Pay. When a Member is ordered to report to work at a time other than during the Member's regularly scheduled shift, the Member shall be paid for a minimum of three (3) hours pay at the rate of one and one-half (1½) times the Member's straight time hourly rate of pay. Call in pay shall commence at the time the Member receives the notification to report to work, but in no event will the call in pay commence more than one (1) hour before the call in

shift commences. The three (3) hour minimum pay will not apply in situations where the period of the call-in abuts the beginning or end of a scheduled work period; and, actual time spent in excess of the work period will be used to calculate overtime in such cases.

Section 13.9 Variable Work Hours. Members may alter their daily work schedule with the approval of their immediate supervisors (flex time). If such a request is approved, the Member shall be compensated at his/her regular rate of pay for the first eight hours worked. Such hours must be flexed within the same bi-weekly pay period.

Section 13.10 Overtime Sign-up. All overtime assignments shall be offered to the Members who are available to work such assignments. When there is sufficient time to do so, overtime assignments shall be posted and filled by the Members who first sign-up for such assignments. If a Member selected to work an overtime assignment is unable to work the assignment, it is the Member's responsibility to obtain a replacement; and, a supervisor must approve any such replacement.

Section 13.11 Mandatory Overtime. When mandatory overtime is assigned the overtime shall assigned by reverse seniority from a rotating list of Members from the shift adjoining the overtime shift.

ARTICLE 14
VACATION AND PERSONAL LEAVE

Section 14.1 Vacation Time. The following shall be the vacation accrual rate for Members:

Years of Service	Hours Accrued Per Year
1 through 5 years	80 hours
6 through 10 years	120 hours
11 through 15 years	160 hours
16 through 20 years	184 hours
after 20 years	200 hours

Section 14.2 Personal Days. Each Member will receive two (2) personal days off per calendar year. A Member's request to use a personal day shall be granted so long as the request is submitted to the Member's immediate supervisor at least twenty-four (24) in advance. A request to use a personal day may be granted, at the discretion of the Member's immediate supervisor, if the request is submitted less than twenty-four (24) hours in advance. Members will be paid for any personal days not utilized during the calendar year as part of the payroll for the last pay period that begins in December of each year.

Section 14.3 Vacation Scheduling. Vacation shall be scheduled in accordance with the annual vacation bid process. If a conflict arises between vacation picks, the vacation will be scheduled based on the Members' seniority.

In addition to vacation scheduled through the annual vacation bid process, vacation may be granted with supervisor approval on a first-come / first-served basis. If a request for vacation leave is submitted more than fourteen (14) days in advance of the first day of requested leave the Member shall be provided a response within seventy-two (72) hours.

Section 14.4 Vacation Carry-Over. Members may carry vacation time over from one calendar year to the next. Members may carry over the equivalent of one year of vacation accrual plus the amount accrued since the member's anniversary date.

ARTICLE 15
RATES OF PAY/WAGES

Section 15.1 Wages. Effective July 2, 2015 through June 30, 2016, the following wage structure shall be in place for members (3%):

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	$50,260.70 $24.16/hour	$55,381.04 $26.63/hour	$60,522.80 $29.10/hour	$65,664.56 $31.57/hour	$70,784.90 $34.03/hour

Effective July 1, 2016 through June 30, 2017 the following wage structure shall be in place for members (3%):

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	$51,768.52 $24.89/hour	$57,042.47 $27.42/hour	$62,338.48 $29.97/hour	$67,634.50 $32.52/hour	$72,908.45 $35.05/hour

Effective July 1, 2017 through June 30, 2018, the following wage structure shall be in place for members (3%):

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	$53,321.58 $25.64/hour	$58,753.74 $28.25/hour	$64,208.63 $30.87/hour	$69,663.54 $33.49/hour	$75,095.70 $36.10/hour

Section 15.2 Appointment and Advanced Step Hiring. The City Administrator, when making appointments to the rank of Police Officer, shall be authorized to recognize the past experience of applicants in determining their placement within the step system.

Section 15.3 Police Officer Step Advancement. All new hires shall begin at Step 1. All Members shall advance to the next step of the wage scale after one (1) year of continuous service

in each step. No further advancement will occur after a Member reaches Step 5 of the wage scale.

Employees hired after the effective date of this agreement shall be entitled to step increases on their anniversary date until they reach Step 5.

Section 15.4 Application of Pay Rates. The rates of pay set forth in Section 15.1 are based on full-time employment of forty (40) hours in a work week and 2,080 hours in a work year. These rates shall be used to calculate wages for hours in paid status for the appropriate pay range and step.

Section 15.5 Retention and Experience Credit. All members shall receive, in addition to the pay rates established in Section 15.1, an annual payment based upon completed years of service with the City beginning at $700 per year upon attaining nine (9) years of service. For each additional year of service, this pay will increase by $25 for a maximum payment of $1,250 per year.

Each Member's retention and experience credit shall be pro-rated by pay period, by dividing the applicable credit by 2080 hours and adding the resulting amount to the Member's regular hourly rate of pay.

Section 15.7 Shift Differential. Shift differential pay shall be added to each member's regular hourly rate under the following circumstances:

For all time worked between the hours of 2 p.m. and 6 a.m., members shall receive shift differential at the rate of $1.05/hour.

Section 15.8 Pension Pick-Up. As additional compensation, the City shall continue to pick-up and pay 3% of the employee portion of the Police and Fire Pension Fund contribution. Such pick-up may only be reduced or eliminated, as follows:

(a) The City may, in its sole discretion and at any time, reduce the percentage of pension pick-up by reducing any percentage of the pension pick-up and immediately increasing each member's regular hourly rate of pay by the same percentage that the pick-up was reduced; or,

(b) In the event that pension pick-up, in whole or in part, is prohibited by law or determined to be unlawful (by act of the Ohio General Assembly or otherwise), the City shall eliminate any percentage of the pension pick-up that will no longer be permitted under law and immediately increase each member's regular hourly rate of pay by the same percentage of the pick-up that was eliminated. (Any increase in the members' regular hourly rates of pay that occurs as a result of action taken in accordance with this paragraph shall be reflected in an amended wage table that will be provided by the City to all members on or before the date that the new wage rates become effective.)

ARTICLE 16
RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 16.1 Officer-In-Charge. If any member is assigned to perform the duties of a higher rank, the member shall be paid hour-for-hour at the wage rate an additional two dollars fifty cents ($2.50) for all hours during which the member performs such duties. The Chief of Police, or designee, shall determine which member shall serve as the Office-In-Charge (O.I.C.) on any shift for which a sworn supervisor is not working. Should the O.I.C. be required to leave work during the shift, the most senior Member shall automatically become the O.I.C. unless another Member is designated by the Chief of Police or designee.

Section 16.2 Return from Military Service. Any member who leaves City service to enter the active service of the Armed Forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the City, shall be entitled to receive compensation at the Step rate to which the member would have been entitled had service with the City not been interrupted by service in the Armed Services.

Section 16.3 Field Training Officer Compensation. A member who is designated by the Chief or designee as Field Training Officer (FTO) shall be paid one (1) additional hour for each eight hours of FTO work completed. FTO compensation shall be based upon the member's regular hourly rate of pay. The additional one (1) hour of compensation shall be paid upon the completion of each eight (8) full hours of service as an FTO.

Section 16.4 On-Call Allowance. The Chief or designee may require a member to be placed in on-call status, during which the member may be required to report for duty within a reasonable period after receipt of a telephone call directing the member to report. For the period that the member is placed in an on-call status, the member shall be compensated at the rate of $1.00/hour.

ARTICLE 17
UNIFORMS, EQUIPMENT, AND ALLOWANCES

Section 17.1 Initial Issue. Upon initial appointment, the City shall provide each new Member all uniforms, uniform parts, leather, and equipment that are required to be maintained by uniformed police officers employed by the Police Department. It is recognized that some of these items shall be considered the property of the City and are subject to return to the City upon separation from employment.

Section 17.2 Change in Issuance. Should the required issuance of uniforms, uniform parts, leather, or equipment for the entire Department be changed by the City, all members shall be provided the new uniforms, uniform parts, leather, or equipment at no cost to the members. Body Armor shall be replaced every five (5) years at the City's expense.

Section 17.3 Plain Clothes Issue. A Member, upon initial transfer to a plain clothes assignment by the Chief of Police, shall receive an allowance of $1,000 for appropriate clothing. Each member, if eligible, is entitled to this plain clothes initial issue only once during their

employment with the City. [It is acknowledged that this allowance shall be provided to the Members presently holding a plain clothes assignment on the effective date of this Agreement.]

Section 17.4 Annual Uniform and Equipment Allowance. Each Member shall receive an annual uniform and equipment allowance in the amount of $900 for the purchase of uniforms, uniform parts, leather, and equipment. The allowance shall be used by the member to maintain his/her required uniform, uniform parts, leather, and equipment including necessary replacement thereof. The City shall pay the allowance to Members during the first full pay period in January of each year.

Section 17.5 Required Purchases. Uniformed Members shall be required to purchase uniform parts and equipment as defined by appropriate orders, regulations, codes, or other policies of the Chief and City Administrator. Plain clothes member's will be expected to purchase the clothing and equipment necessary to function as a plain clothes officer, as required by appropriate orders, regulations, codes, or other policies of the Chief and City Administrator.

Section 17.7 Damaged, Destroyed, Lost Personal Property. In general, personal property of a member, previously approved for City use, which is damaged, destroyed or lost in the line of duty, shall be replaced by the City, via a reimbursement procedure, up to a maximum value of $175.00 on a per occurrence basis. Requests for replacement of damaged or lost personal property must be submitted in writing to the Chief identifying the circumstances under which the damage or loss occurred and the type, brand name, model, value, condition prior to damage of said property, together with the damaged property. If such request is subsequently approved, the member shall be reimbursed for the purchase of replacement personal property which, in all respects, is substantially similar to that which was damaged or lost, up to the maximum value identified above, provided that the member submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specific exceptions to the above mentioned $175.00 maximum reimbursement shall include initial issue items listed in Section 17.1, eyewear and off-duty service weapons, the maximum reimbursement for which shall be the replacement cost of said items.

For purposes of this Section of the Contract, personal property shall include uniform parts issued in accordance with Section 18.1 (Initial Issue).

Section 17.8 Termination. Upon separation from employment, Members shall return to the Department all Department-issued uniforms and equipment in good condition, minus normal wear.

Section 17.9 Retirement. Upon either service or disability retirement, which is considered "in good standing", the City Administrator may permit a Member to purchase his or her issued service weapon for one dollar ($1.00).

ARTICLE 18
HOLIDAYS

Section 18.1 Paid Holidays. The following are designated as paid holidays for all members:

New Year's Day (January 1)
Martin Luther King Day (Third Monday of January)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Eve Day (December 24)
Christmas Day (December 25)

Section 18.2 Holiday Pay. Each member shall receive eight (8) hours of holiday pay for each holiday specified in Section 18.1. In addition, a Member who works on a designated holiday shall receive holiday pay, plus compensation at one and one-half (1.5) times their regular rate of pay for all hours actually worked. The holiday for members working third shift shall be the shift that begins the day before the designated holiday and ends on the holiday (e.g., third shift holiday for July 4 begins at 10 p.m. on July 3 and ends at 6 a.m. on July 4).

Section 18.3 Date Observed. The holidays set forth in this Article shall be observed on the day they fall on the calendar regardless of the date observed by other City employee

ARTICLE 19
SICK LEAVE / OTHER LEAVES

Section 19.1 Accrual of Sick Leave. Sick leave shall accrue to each Member at the rate of 5.5384 hours per eighty (80) hour pay period.

Section 19.2 Sick Leave Incentive. Members with more than 480 hours of accrued sick leave may elect to convert up to 128 hours of sick leave to personal leave. Such conversion will be accomplished at a rate of 25% (i.e., 1 hour of personal leave will be granted for every 4 hours of converted sick leave). The conversion provided in this Section shall be available to members once per calendar year. Such conversion cannot result in a member retaining less than 480 hours of sick leave.

Section 19.3 Termination of Service. When a Member retires under the applicable pension system, he or she also will receive one (1) hour of pay for each four (4) hours of unused sick leave to his or her credit.

If a Member dies while still employed by the City, all unused sick leave to his or her credit shall be paid in a lump sum to his or her surviving spouse, or secondarily, to his or her estate, at the rate set forth above.

If a member is killed in the line of duty, all unused and accumulated sick leave to his or her credit shall be paid hour for hour, at the rate in effect at the time of the member's death, in a lump sum, to his or her surviving spouse, or secondarily, to his or her estate.

Section 19.4 Paid Injury Leave. All members shall be allowed injury leave with full regular salary not to exceed one thousand and forty (1,040) hours for each service connected injury (i.e., injuries for which a Member would be entitled to workers compensation benefits). Injury leave is available if the service connected injury prevents the member from performing the functions of his job. Injury leave with pay may be extended by the City Administrator upon such terms as the City Administrator may establish. Any injury leave extension decision by City Administrator is not subject to the Grievance Procedure.

At the discretion of the Chief of Police, a member may be offered or required to work light duty if a work related injury prevents a member from performing all the functions of his job duties. Light duty is subject to proper medical authorization.

Section 19.5 Injury Leave Administration. Injury leave may be granted to a member only for injuries determined by a licensed physician to have so disabled such member that he or she cannot perform the duties of his or her position.

Section 19.6 Coordination Of Injury Leave With Workers' Compensation. Members receiving injury leave with pay shall be required to reimburse the City for any wage or salary benefits received by the member from the Bureau of Workers' Compensation for the time period for which injury pay is awarded.

Section 19.7 Bereavement Leave. In the event of the death of a member's immediate family member, the member shall be granted three (3) working days off with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio, the member may be granted a maximum of five (5) working days off with regular pay. Additional days may be approved by the Mayor on a case-by-case basis. "Immediate family" as used in this Section is defined as the member's: spouse, child (including step-child), parent, parents-in-law, siblings, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, legal guardian or person who stands in the place of a parent of the member or member's spouse.

Section 19.8 Military Leave. All members who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods prescribed by law, or a total of twenty-two (22) work days or 176 hours in each calendar year, whichever is greater. Should such service exceed twenty-two days or 176 hours, the member shall receive the difference, if any, between his or her regular pay and military pay.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Section 19.9 Court Leave. The City shall grant full pay where a member is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation for such duty must be reimbursed to the City unless such duty is performed totally outside of normal

working hours. The City will not pay members when appearing in court for criminal or civil cases, when the case is being heard in connection with the member's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile. These absences shall be leave without pay, or other paid leave (excluding sick leave) at the discretion of the member. A member shall request prior approval for court leave.

ARTICLE 20
INSURANCE

Section 20.1 Group Health Insurance. The City shall provide group health insurance (which includes pharmaceutical coverage) for all members. Such health insurance shall provide coverage that is the same as provided to non-bargaining unit employees of the City.

Section 20.2 Vision Care Plan. The City will maintain vision coverage for all members at a level that is the same as provided to non-bargaining unit employees of the City.

Section 20.3 Dental Care Plan. The City will maintain dental coverage for all members at a level that is the same as provided to non-bargaining unit employees of the City.

Section 20.4 Life Insurance. The City will maintain life insurance in the amount of the member's gross annual base salary.

Section 20.5 Member Premium. Members will pay ten percent (10%) the premium for the insurance coverage set forth in this Article. Effective January 1, 2013, bargaining unit member shall pay the same portion of the premium for the insurance coverage set forth in this Article as paid by non-bargaining unit employees of the City provided that the amount shall not exceed 12.5% of the premium. Member premiums shall be deducted, pre-tax, and shall not be included in the members' gross wages for tax purposes.

ARTICLE 21
GENERAL PROVISIONS / DURATION

Section 21.1 Strikes/Lockouts. The Lodge recognizes that bargaining unit members are prohibited by State law from striking. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by State law and shall respond to any reasonable request of the City to advise bargaining unit members that they are prohibited by State law from engaging in a strike, as defined in Chapter 4117 of the Ohio Revised Code. The City recognizes that it is prohibited by State law from instituting a lockout of bargaining unit members. The City shall meet any obligation imposed upon it by State law as defined in Chapter 4117 of the Ohio Revised Code.

Section 21.2 Complete Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the City and the Lodge in a writing signed by the parties.

Section 21.3 Duration. All of the provisions of this Agreement shall become effective July 1, 2015, unless otherwise specified. This Agreement shall continue in full force and effect through June 30, 2018.

Section 21.4 Dispute Resolution Procedure. The statutory dispute resolution procedure set forth in Ohio Revised Code Section 4117.14, including final offer settlement proceedings under Ohio Revised Code Section 4117.14(D)(1), shall be applicable to reopener negotiations and to successor negotiations.

Section 21.5 Terms Effective During Successor Negotiations. Should negotiations for a successor Agreement extend beyond the expiration date of this agreement, the terms of this Agreement shall remain in effect during such negotiations. Additionally, the parties agree that the restrictions placed on the conciliator's authority set forth in O.R.C. section 4117.14(G)(11) shall not apply to reopener or successor negotiations. As such, the parties agree that a conciliator will have the authority to issue an award that provides for increases in rates of compensation, if any, and other matters with cost implications retroactive to the date of the expiration of this Agreement.

FOR THE CITY OF GROVEPORT:

Lance Westcamp, Mayor

Marsha Hall, City Administrator

Jeff Green, Finance Director

Ralph Portier, Chief of Police

Marc Fishel, Attorney

FOR THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE 9:

Jason Pappas, President

JL Cunningham, Trustee

Josh Guiler, Officer

Delbert Dalton, Officer

Danny Amabile, Officer

Ronald Snyder, Lodge Attorney

MEMORANDUM OF UNDERSTANDING between
THE CITY OF GROVEPORT and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, the City of Groveport (City) has adopted a "Drug-Free (Substance-Free) Workplace Program" (Program) for its non-bargaining unit employees; and,

Whereas the City wishes to apply the terms of that Program to bargaining unit members represented by the Fraternal Order of Police, Capital City Lodge No. 9 (FOP); and,

Whereas the FOP is willing to agree that the Program may be applied, with certain limitations, to its members;

It is hereby agreed as follows:

1. Except as limited, below, the terms of the Program, as adopted and implemented on March 30, 2015, shall be applicable to FOP bargaining unit members.

2. Random testing shall occur only during the member's workday. Members who are on a day off, leave, vacation or already absent at the time of their selection will be excused but remain subject to future random testing.

3. Notwithstanding the existence of specific provisions and references in the Program documents to disciplinary action that may be taken against employees (including but not limited to Program provisions that reference termination as a possible appropriate level of discipline for certain conduct by an employee), the terms of the collective bargaining agreement between the City and the FOP (including but not limited to the provisions of Article 8 - Internal Review Procedures, and Article 9 - Discipline, Section 11.4 of the collective bargaining agreement) shall be fully applicable to the investigation of any alleged misconduct (including alleged violations of the Program's terms) and to any disciplinary action that may be taken against FOP bargaining unit members as a result of such alleged misconduct.

4. Notwithstanding the existence of specific provisions and references in the Program documents to "on the job" or on-duty use of alcohol, illicit or prohibited drugs, or legal drugs, FOP bargaining unit members may use such substances when reasonable and necessary in the course and scope of the duties of their assignment (e.g., under cover assignments, OVI/breathalyzer training, etc.)

5. To the extent that any Program provisions or terms conflict with the collective bargaining agreement between the City and the FOP, the collective bargaining agreement's provisions and terms shall prevail and control.

6. Unless the parties agree that the Program (or an amended version thereof) will continue to be applicable to FOP bargaining unit members, this Memorandum of Understanding shall expire and the Program shall have no further force and effect

for FOP bargaining unit members upon execution of a successor to the parties' collective bargaining agreement in effect from July 1, 2015 to June 30,2018.

Entered this 29 day of July, 2015.

Jason Pappas, Lodge President

Marsh Hall, City Administrator