

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

February 18, 2020

7:00 p.m.

Regular Meeting

Presentations: Oath of Office

LANDS: Mr. Schottke

- Ordinance C-06-20 Authorizing the Annexation of 0.4+ Acres located on State Route 104 from Jackson Township to the City of Grove City. Second reading and public hearing.
- Ordinance C-08-20 Authorize the City Administrator to enter into a Right-Of-Way Median Occupation and Maintenance Agreement with Indus Grove City Hotel LLC. First reading.
- Ordinance C-09-20 Accept Real Property from Hennigan's Grove Association, Inc. First reading.
- Resolution CR-02-20 Approve the Development Plan for Hidden Chase located East of Broadway and North of Orders Road.
- Resolution CR-03-20 Approve the Preliminary Development Plan for the Castro Home located on Arbutus Avenue.
-

SAFETY: Mr. Schlabach

- Ordinance C-10-20 Authorize the City Administrator to enter into an Agreement with Jackson Township for Dispatching and Communication Services. First reading.
- Resolution CR-04-20 Waive the Provisions of Section 529.07(b)(3) of the Codified Ordinances for the Wine & Arts Festival on June 19 - 20, 2020 in the Town Center.
- Resolution CR-05-20 Waive the Provisions of Section 529.07(b)(3) of the Codified Ordinances for the Tacos and Tequila Festival on July 11, 2020 in the Town Center.
- Resolution CR-06-20 Waive the Provisions of Section 529.07(b)(3) of the Codified Ordinances for the Bourbon Festival on August 08, 2020 in the Town Center.
-

SERVICE: Mr. Berry

- Resolution CR-07-20 Support Issue 20 for the Southwest Public Libraries Renewal Levy on March 17, 2020.
-

FINANCE: Mr. Holt

- Ordinance C-11-20 Authorize the Mayor and City Administrator to enter into a Contract with the Fraternal Order of Police, Capital City Lodge #9 and declare an emergency.
-

NEW BUSINESS: 2020 City Goals & Objectives Work Session

ON FILE: Minutes of: 02/03/20 Council Meeting; 02/04/20 Plan. Comm.

Date: 01-27-20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Law Dir.
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-06-20
1st Reading: 02/03/20
Public Notice: 02/04/20
2nd Reading: 02/18/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-06-20

AN ORDINANCE AUTHORIZING THE ANNEXATION OF 0.4 ± ACRES OF PROPERTY LOCATED ON STATE ROUTE 104 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, the City of Grove City desires to annex from Jackson Township 0.4 acres, more or less, of property located on State Route 104 (Jackson Pike) that is owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B; and

WHEREAS, the City of Grove City desires to annex this roadway property in order to construct and maintain certain improvements being made to the roadway by the City of Grove City; and

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the City of Grove City has the authority to petition the Board of County Commissioners of Franklin County, State of Ohio, to annex this property as the property is contiguous to the corporation line of the City of Grove City, and the property is being acquired and will be owned in fee simple by the City of Grove City; and

WHEREAS, upon receipt of an annexation petition from the City of Grove City for the annexation of the property, the Board of County Commissioners of Franklin County, State of Ohio, shall grant the annexation petition.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City of Grove City hereby authorizes the annexation from Jackson Township of 0.4 acres, more or less, of property located on State Route 104 (Jackson Pike) and owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B.

SECTION 2. The Director of Law and the Clerk of Council are hereby vested with the authority to file an annexation petition for the annexation of this property with the Board of County Commissioners of Franklin County, State of Ohio.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

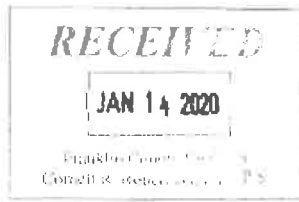
Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-06-20
Exhibit A



**PROPOSED ANNEXATION
0.4± ACRE**

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military Survey Number 478, and being part of Jackson Pike (State Route 104) conveyed as that 0.351 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201910100135030, that 0.126 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201910100135029, and dedicated by Plat Book 32, Page 17-B (all references are to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of Lot 1 of that subdivision entitled "Jahn Estates", of record in Plat Book 32, Page 17-B, said lot being conveyed to Andrew Loewendick by deed of record in Instrument Number 201307080113592, an angle point in the easterly right-of-way line of said Jackson Pike, and an angle point in the existing City of Grove City corporation line, as established by Ordinance Number C-107-05, recorded in Instrument Number 200511280248767;

Thence with the easterly right-of-way line of said Jackson Pike, the westerly line of said Lot 1 and said existing City of Grove City corporation line, a distance of approximately 31 feet to the an angle point in said existing City of Grove City corporation line, being the TRUE POINT OF BEGINNING;

Thence continuing with said existing City of Grove City corporation line, partially with the southerly line of said 0.351 acre tract, a distance of approximately 102 feet to the common corner of said 0.351 acre tract and the remainder of that 5.495 acre tract conveyed to Malcolm C. Mogren and Barbara J. MacCwen-Mogren of record in Instrument Number 200108070181475, and at the right-of-way intersection of the westerly right-of-way line of said Jackson Pike and the northerly right-of-way line of Holton Road;

Thence with the line common to said 0.351 acre tract and the remainder of said 5.495 acre tracts, and the westerly right-of-way line of said Jackson Pike, a distance of approximately 335 feet to the northwesterly corner of said 0.351 acre tract, in the southerly line of said 0.126 acre tract;

Thence with the line common to said 0.126 acre and 5.495 acre tracts and the westerly right-of-way line of said Jackson Pike, a distance of approximately 10 feet to the common corner of said 0.126 acre tract and the remainder of that 50,000 square foot tract conveyed to John T. Hirt, Jr. and Helen M. Hirt by deed of record in Official Record 15830A10;

Thence with the line common to said 0.126 acre tract and the remainder of said 50,000 square foot tract and the westerly right-of-way line of said Jackson Pike, a distance of approximately 100 feet to an angle point in said existing City of Grove City corporation line, at the common corner of said 0.126 acre tract and that Lot 14 of said "Jahn Estates", said lot being conveyed to Dirk C. Blacker and Melanie E. Blacker by deeds of record in Instrument Numbers 200801240011768 and 201903060025631;

Thence with the northerly line of said 0.126 acre tract, said existing City of Grove City corporation line, and across said Jackson Pike, a distance of approximately 25 feet to an angle point in said existing City of Grove City corporation line;

Thence continuing with said existing City of Grove City corporation line, and across said 0.126 acre and 0.351 acre tracts, a distance of approximately 337 feet to an angle point in said existing City of Grove City corporation line;

PROPOSED ANNEXATION

0.4± ACRE

-2-

Thence across Jackson Pike, continuing with said existing City of Grove City corporation line, a distance of approximately 85 feet to the easterly right-of-way line of said Jackson Pike, the westerly line of Lot 2 of said "Jahn Estates", said lot being conveyed to Susan J. Wilson of record in Instrument Number 200003300061577, and an angle point of said existing City of Grove City corporation line;

Thence with the easterly right-of-way line of said Jackson Pike, the westerly lines of said Lots 2 and 1, a distance of approximately 120 feet to the TRUE POINT OF BEGINNING, containing 0.4 acre, more or less.

Total perimeter of annexation area is 1114 feet, of which 549 feet is contiguous with the City of Grove City by Ordinance Number C-107-05, giving 49% perimeter contiguity.

This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

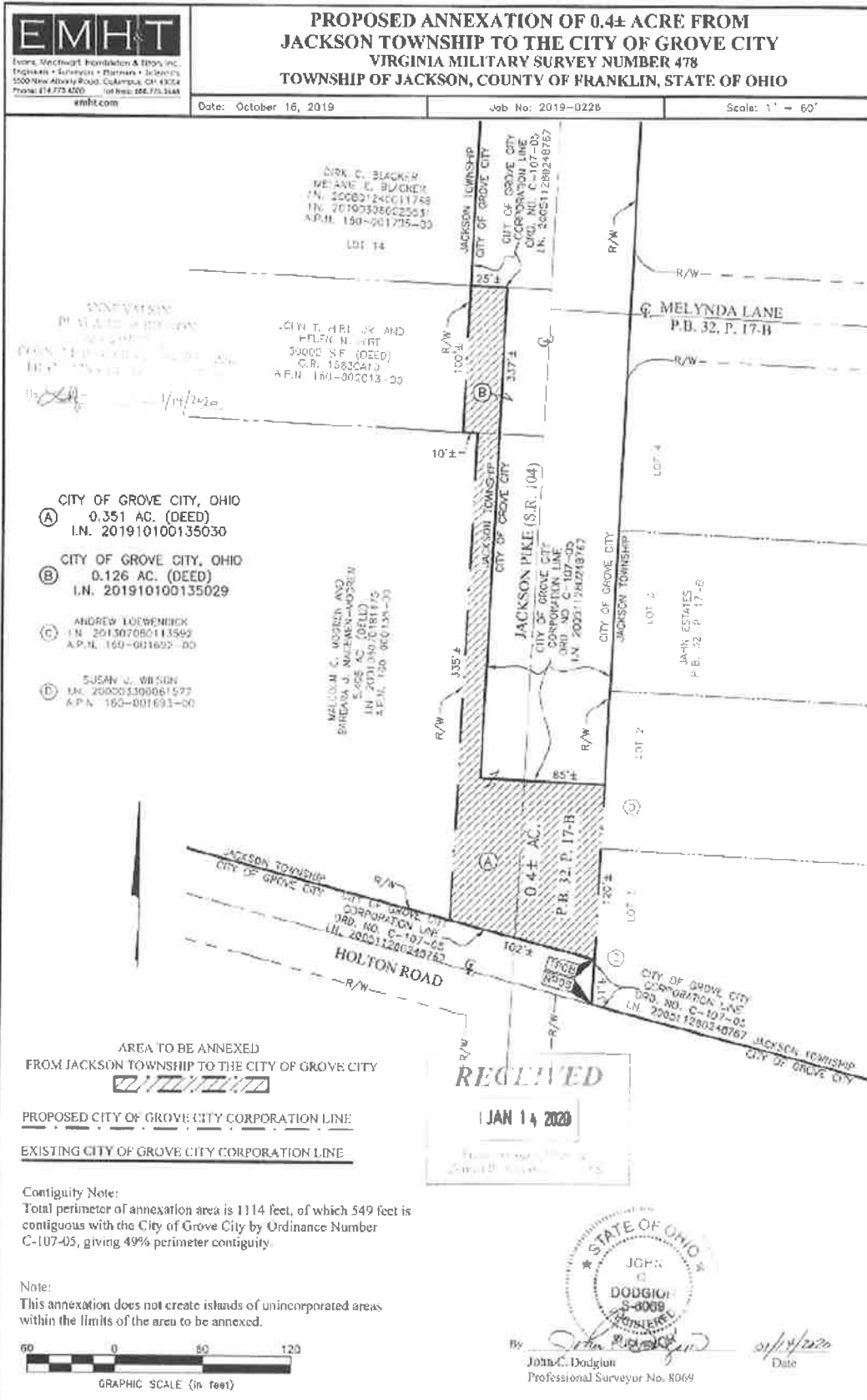
John C. Dodgion
Professional Surveyor No. 8069

Date

01/14/2020



C-06-20
Exhibit B



Date: 02/2020
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-08-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-08-20

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A RIGHT-OF-WAY MEDIAN OCCUPATION AND MAINTENANCE AGREEMENT WITH INDUS GROVE CITY HOTEL LLC

WHEREAS, on October 03, 2017, the Grove City Planning Commission recommended approval of the Development Plan for a Dual Branded Hotel by Indus Companies, Inc. located at the western terminus of Buckeye Place; and

WHEREAS, Grove City Planning Commission's recommendation included a stipulation that "final placement of any monument sign for the development shall be reviewed and approved by the Development Department"; and

WHEREAS, on October 16, 2017, Council enacted Resolution CR-43-17 which approved the Development Plan with the monument sign stipulation; and

WHEREAS, based on the unique features of this site and the fact that this will be the only use with access off the circular terminus of Buckeye Place, the City and Indus have prepared a Right-of-Way Median Occupation and Maintenance Agreement that permits an off-premise monument sign within this median.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Council hereby authorizes the City Administrator to execute a Right-of-Way Median Occupation and Maintenance Agreement with the Dual Branded Hotel by Indus Companies, Inc. upon the terms and conditions set forth in Exhibit A, which permits an off-premise monument sign within the median.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

RIGHT-OF-WAY MEDIAN OCCUPATION AND MAINTENANCE AGREEMENT

This Agreement, effective as of the latest date of signature in the signature block below, is entered between the **CITY OF GROVE CITY, OHIO** ("the City" or "Grove City") and **INDUS GROVE CITY HOTEL LLC** ("Tru/Home2 Suites"), collectively "the Parties" pursuant to the following representations, terms, and conditions:

WHEREAS, Tru/Home2 Suites is constructing a hotel at the terminus of Buckeye Place within the City; and

WHEREAS, Tru/Home2 Suites' site does not have street frontage to accommodate a sign for their hotel; and

WHEREAS, due to the unique circumstances of this site, the City is willing to permit Tru/Home2 Suites to construct and maintain a median island in the center of the Buckeye Place cul-de-sac for placement of a sign and

WHEREAS, the City desires to place a Grove City identification sign (the "Grove City Sign") visible from Interstate 71, on land owned by the Ohio Department of Transportation and Tru/Home2 Suites, in that area generally depicted on Exhibit 3

NOW, THEREFORE, the Parties do hereby agree as follows:

1. The City grants to Tru/Home2 Suites a non-exclusive, revocable license and right-of-entry to construct and maintain one (1) landscaped median island, and to erect and maintain a sign within said median island, with each having dimensions and at such location as set forth in Exhibit 1 and 2, within the City's right-of-way known as Buckeye Place. Final design/construction plans shall be submitted for review and approval of the Development Director. Nothing in this Agreement shall guarantee the approval of the final design/construction plans.
2. Tru/Home2 Suites shall be solely responsible for the construction and maintenance of the median island; the installation and maintenance of landscaping (including screening of any submeter) on the median island; servicing the median island with electric and water utilities for the sign and irrigation, if any, installed on the median island, including but not limited to ongoing service charges and initial installation costs; and construction and maintenance of the sign to be erected on the median island.
3. Tru/Home2 Suites may install one (1) monument sign on the median island. The dimensions and overall design of the sign shall be as set forth in Exhibit 2. No other permanent or temporary sign may be installed on the median island. Landscaping around the monument sign shall be as set forth in Exhibit 2.
4. Section 1145.13 of the Grove City Codified Ordinances, prohibiting private signs in the right-of-way, shall not apply to the sign so long as it is compliant with the terms of this Agreement. This Agreement does not otherwise waive any law, ordinance, rule, fee, or inspection that is otherwise required for the activities contemplated by the Agreement.

Right-of-Way Median Occupation
and Maintenance Agreement

5. Tru/Home2 Suites shall not permit the median island to become overgrown, infested with weeds, broken curb or gutters or otherwise in a state of disrepair, and shall repair any such conditions to the satisfaction of the City.
6. Tru/Home2 Suites agrees that it shall not take any action causing a lien or other encumbrance to be placed upon the City's property.
7. The City agrees that the signage shall be permitted to enter and remain on City property provided that Tru/Home2 Suites, their successors and assigns, acknowledge that the City may utilize the City property for any public purpose. In the event it is necessary for public purposes to gain access to the City property at the location of the encroachment by the signage, Tru/Home2 Suites acknowledges that the City may take any and all action necessary for public purposes (including, but not limited to, temporarily, permanently, or partially removing the signage located on City Property) necessary for its use and enjoyment of its unfettered rights as fee simple owner. In such event, the City shall not be liable for any expenses, damages to, or reconstruction or replacement costs of the signage, which encroach upon City property, regardless of what materials are used by Tru/Home2 Suites to construct the signage.
8. If Tru/Home2 Suites determines not to continue occupying the median island as set forth in this Agreement, they shall provide written notice of such determination to the City. The City may choose for Tru/Home2 Suites to remove the median island and return the cul-de-sac to its condition as it existed prior to this Agreement, excepting reasonable wear and tear, or to permit the median island to remain in place.
9. Tru/Home2 Suites agrees to indemnify and hold the City harmless from and against any claims arising from Tru/Home2 Suites use of the right-of-way contemplated in this Agreement.
10. Tru/Home2 Suites agrees to grant to the City an easement for the Grove City Sign subject to the following conditions:
 - a. True/Home2 Suites' mortgage lender agrees to subordinate the existing mortgage on the property to the easement
 - b. The City is responsible for existing utility lines, if any, in the area of the easement
 - c. The final location and height of the Grove City Sign shall be reasonably agreed to by the City and Tru/Home2 Suites, and
 - d. City agrees to mow that portion of Tru/Home2 Suites' property on the west side of the fence along Tru/Home 2 Suites entire western property line
11. The Parties will confer prior to construction to identify mutually acceptable construction staging areas.
12. If Tru/Home 2 Suites is determined by the City to be in breach of any term of this Agreement, the City shall provide notice of such breach to Tru/Home2 Suites. Tru/Home2 Suites shall have thirty (30) days in which to cure the breach, or such additional period of time with the City's consent, which shall not unreasonably be withheld. If the breach continues beyond the cure period, the City shall have the option to terminate Tru/Home2 Suites' rights under this Agreement or to remedy the breach and assess the costs thereof to Tru/Home2 Suites.

13. Failure to timely enforce any provision of this Agreement shall not be construed as a waiver of said provision or remedy.
14. This Agreement shall be binding upon the successors, agents, contractors, and assignees of Tru/Home2 Suites.
15. All notices contemplated by this Agreement shall be provided by regular mail or hand delivery to the following addresses:

a. For the City:

City of Grove City
c/o City Administrator
4035 Broadway
Grove City, Ohio 43123

b. For Tru/Home2 Suites:

Indus Grove City Hotel LLC
c/o David Kozar
1555 Lennox Town Lane
Columbus, Ohio 43212

16. The Parties acknowledge that this Agreement and any recorded information pertaining to this Agreement may be public records of the City, subject to release under the Ohio Public Records Law, and waive and release any claim against the City that may arise from the City's release of such records.
17. This Agreement may be executed in multiple counterparts, by electronic signature or facsimile, which taken together shall constitute an original.
18. The Parties agree that this document and the exhibits attached to it constitute the entire agreement between the Parties in relation to the subject matter herein, and no amendment may be made to this Agreement except by a writing executed by authorized representatives of all Parties.
19. The undersigned individuals warrant that they are authorized agents of their respective Parties.
20. This Agreement shall be governed by the laws of the State of Ohio, and any legal action to enforce the terms of this Agreement shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

In witness of this Agreement, and intending to be bound by its terms, the undersigned execute this Agreement on behalf of their respective Parties as of the dates indicated below:

[remainder of this page intentionally blank; signature page follows]

City of Grove City:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Stephen J. Smith, Law Director

Indus Grove City Hotel LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: 02/10/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-09-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-09-20

AN ORDINANCE TO ACCEPT REAL PROPERTY FROM THE HENNIGAN'S GROVE ASSOCIATION, INC.

WHEREAS, Hennigan's Grove Association, Inc. is the owner of Franklin County Auditor's Tax Parcel Numbers 040-011377-00 and 040-011375-00 located in the City of Grove City, County of Franklin and State of Ohio; and

WHEREAS, the HOA has asked the City to install playground equipment on the Property; and

WHEREAS, the HOA wishes to transfer the portion of the Property on which the playground equipment will be located to the City; and

WHEREAS, the City will be responsible for the upkeep and maintenance of the playground and playground related improvements and path, while the HOA will still be responsible for the regular, appropriate site maintenance, including regular mowing and turf-care services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Council hereby accepts real property from the Hennigan's Grove Association, Inc. as described in Exhibit A.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

EXHIBIT A

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HENNIGAN'S GROVE ASSOCIATION, INC., an Ohio not for profit Corporation (hereinafter referred to as "Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to THE CITY OF GROVE CITY, OHIO, an Ohio municipal corporation (hereinafter referred to as "Grantee"), whose tax mailing address is 4035 Broadway, Grove City, Ohio 43123, the following described real property:

Situated in the State of Ohio, County of Franklin and City of Grove City, and being Lot number 97 of Hennigan's Grove Phase 2 Section 2, as the same is numbered and delineated on the recorded plat thereof, of record at Plat Book 98, Page 20 of the Franklin County, Ohio Records, also being Instrument Number 200110160238904, all in the Franklin County, Ohio Recorder's Office (hereinafter referred to as the "Premises").

Subject to (a) taxes and assessments not yet due and payable, (b) restrictions, reservations, conditions, covenants, easements and rights-of-way of record, if any, and contained or reserved herein, and (c) public streets and highways, and (e) zoning and building laws and regulations.

Tax district and parcel number: 040-011375-00

Prior Instrument Reference: Instrument Number 200602010020188, of the Recorder's Office of Franklin County, Ohio

1. **Restrictions on Use.** By the acceptance and recordation of this Deed, Grantee, its successors and assigns, hereby agrees that the Premises shall be held, used and improved by Grantee for public park purposes only, and that Grantee shall construct, improve and maintain thereon playground and playground-related improvements (including an access path) generally consistent with the plans attached hereto as Exhibit A.

2. **Maintenance Responsibilities.** Grantor covenants and agrees a condition of the grant to Grantee, that Grantor shall remain liable for and shall continue to provide regular, appropriate site maintenance, including regular mowing and turf-care services, for all portions of the Premises other than the playground and playground related improvements and path, located on the Premises. If Grantor fails to provide such maintenance services, Grantee may perform such maintenance at Grantor's cost and expense.

IN WITNESS WHEREOF, Grantor, acting by its duly authorized Board President, has executed and delivered this Limited Warranty Deed as of November ____, 2019.

HENNIGAN'S GROVE ASSOCIATION, INC.
an Ohio not-for-profit corporation
("Grantor")

By: _____
John Fuller, IV, President

ACKNOWLEDGEMENT

STATE OF OHIO :
: ss
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of November, 2019 by John Fuller, IV, President of HENNIGAN'S GROVE ASSOCIATION, INC. an Ohio not-for-profit corporation, on behalf of the company.

Notary Public

Hennigans Grove
City of Grove City, Ohio

Scale: 0 100 200 Feet

Map Labels:

- Existing Trail
- Proposed Trail
- 91' x 42.5' Play Equipment Proposed Play Area
- ~250ft
- ~500ft
- ~400ft
- ~475ft
- ~440ft
- 040-011377 Hennigans Grove HOA
- 040-011375 Hennigans Grove HOA Approx. 1.63 acres
- Paul Talbot Cir
- Hennigans Grove Rd
- ALP Estimated
- ALP Power Lines

Hennigans Grove
City of Grove City, Ohio

Paul Talbott Cfr

Save any EASO money

Agreement

Left Hand on

040-011377

Hennigans Grove HOA

74人

040-011375

Hennigans Grove HOA
Approx. 1.63 acres

6754

Proposed Trail

91' x 42.5'
Play
Equipment
Proposed

-250ft

3-220H

Hemigans Grove Rd



Date: 02/10/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-02-20
1st Reading: 02/18/20
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-02-20

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR HIDDEN CHASE LOCATED EAST OF BROADWAY AND NORTH OF ORDERST

WHEREAS, on February 04, 2020, the Planning Commission recommended approval of the Development Plan for Hidden Chase, with the following deviations and stipulations:

1. A deviation shall be granted from the approved Zoning Text to eliminate the secondary emergency access point off Broadway;
2. Details for the mail center/kiosk shall be submitted to ensure compliance with the approved Zoning Text. The kiosk shall utilize colors and/or decorative materials in character with other site fixtures or structures in the development;
3. The protective fencing for tree preservation along the southern border shall extend to the drip line of the trees being protected;
4. The walking path near the large oak tree that is adjacent to the pond shall be realigned to minimize the negative impact on the preservation of the oak tree;
5. Additional evergreen screening shall be provided to screen the proposed development from the existing single-family home at the southwest corner of the property;
6. Mailbox landscaping shall include shrubs, in addition to ornamental grasses, that will be full year-round;
7. The proposed vaulted utility box at the front entry signage shall be screened on all four sides with evergreens;
8. The applicant shall revise plans to show a 16-inch water main coming south from Demorest Drive along US-62, to reflect the 2012 Columbus Water Distribution System Master Plan;
9. Site engineering details, such as pavement composition, will be further reviewed and addressed with the final engineering/site improvement plans to ensure applicable standards are being met.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for Hidden Chase, located East of Broadway and North of Orders Rd., contingent upon the deviation and stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Date: 02/10/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-03-20
1st Reading: 02/18/20
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-03-20

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR THE CASTRO HOME LOCATED ON ARBUTUS AVENUE

WHEREAS, on February 4, 2020, the Planning Commission recommended approval of the preliminary development plan for the Castro Home located on Arbutus Avenue with the following stipulation:

1. The Property Owner shall coordinate with nearby and affected property owners to establish easements, realignment and installation of water and sanitary lines to adequately service all homes.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby accepts the Preliminary Development Plan for the Castro Home located on Arbutus Avenue, contingent upon the stipulations set by Planning Commission.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 02-11-20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-10-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-10-20

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR DISPATCHING AND COMMUNICATION SERVICES WITH JACKSON TOWNSHIP

WHEREAS, on December 19, 2016, Council enacted Ordinance C-104-16 which approved a multi-year dispatching and communication services agreement with Jackson Township that expires on December 31, 2019; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional three (3) year term; and

WHEREAS, this Agreement exceeds twelve (12) months and must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. City Council hereby authorizes the City Administrator to execute a new multi-year Dispatching and Communication Services Agreement with Jackson Township upon the terms and conditions set forth in Exhibit A.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-10-2020

AGREEMENT

Agreement to provide communication services ("Agreement") for the Jackson Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the _____ day of _____, 2020, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

WHEREAS, the Township desires to contract for communication services for the Township Fire Department; and

WHEREAS, the City is able to furnish to the Township such communication services and it is in the best interests of the City to do so; and

WHEREAS, the City has been providing communication services to the Township Fire Department pursuant to the terms of the Agreement; and

WHEREAS, the original agreement expired on December 31, 2013 and was extend several times with the last extension expiring on December 31, 2019; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) year term; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

- I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:
 - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;
 - 2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;
 - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;
 - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
 - 5) Performing other services as may from time to time be mutually agreed by the parties.

II. Additionally, the parties agree as follows:

- (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;
- (2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;
- (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;
- (4) Dispatching shall be performed only by qualified individuals hired by the City;
- (5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;
- (6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;
- (7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;
- (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;
- (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
- (10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for

determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

- IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.
- V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:
 - 1) For calendar year 2020 the township shall pay to the City \$175,282.00 annually for such communication services.
 - 2) For calendar year 2021 the township shall pay to the City \$182,293.00 annually for such communication services.
 - 3) For calendar year 2022 the township shall pay to the City \$189,585.00 annually for such communication services.
 - 4) For calendar year 2023 the township shall pay to the City \$197,168.00 annually for such communication services.
 - 5) For calendar year 2024 the township shall pay to the City \$205,055.00 annually for such communication services.
 - 6) Township payments to the City shall be made quarterly.
- VI. This Agreement shall be for a period of five (5) years commencing on January 1, 2020 and ending on December 31, 2024 unless otherwise terminated earlier, as provided for herein.
- VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.
- VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:
 - 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.
 - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.

- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.
- XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Grove City and Jackson Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO

JACKSON TOWNSHIP, OHIO

Charles W. Boso, Jr.
City Administrator

Shane Farnsworth
Township Administrator

Approved as to form:

Approved as to form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the Township's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Ron Grossman, Fiscal Officer

Date

Date: 02/10/20
Introduced By: Mr. Schlachach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: CR-04-20
1st Reading: 02/18/20
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-04-20

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE WINE & ARTS FESTIVAL ON JUNE 19 – 20, 2020 IN THE TOWN CENTER

WHEREAS, the 2020 Wine & Arts Festival will be held on the streets of Town Center on June 19 & 20, 2020; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell wine during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2020 Wine & Arts Festival on the streets of Town Center on June 19 & 20, 2020.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of wine shall be from 11:00 a.m. – 9:30 p.m.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:

Effective:

Attest:

I Certify that this resolution is correct as to form



ARABUS



Date: 02/10/20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Berry
Emergency: 30 Days
Current Expense: _____

No.: CR-05-20
1st Reading: 02/18/20
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-05-20

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE TACOS & TEQUILA FESTIVAL ON JULY 11, 2020 IN THE TOWN CENTER

WHEREAS, the 2020 Tacos & Tequila Festival will be held on the streets of Town Center on July 11, 2020; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell tequila during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2020 Tacos & Tequila Festival on the streets of Town Center on July 11, 2020.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of tequila shall be from 11:00 a.m. – 9:30 p.m.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

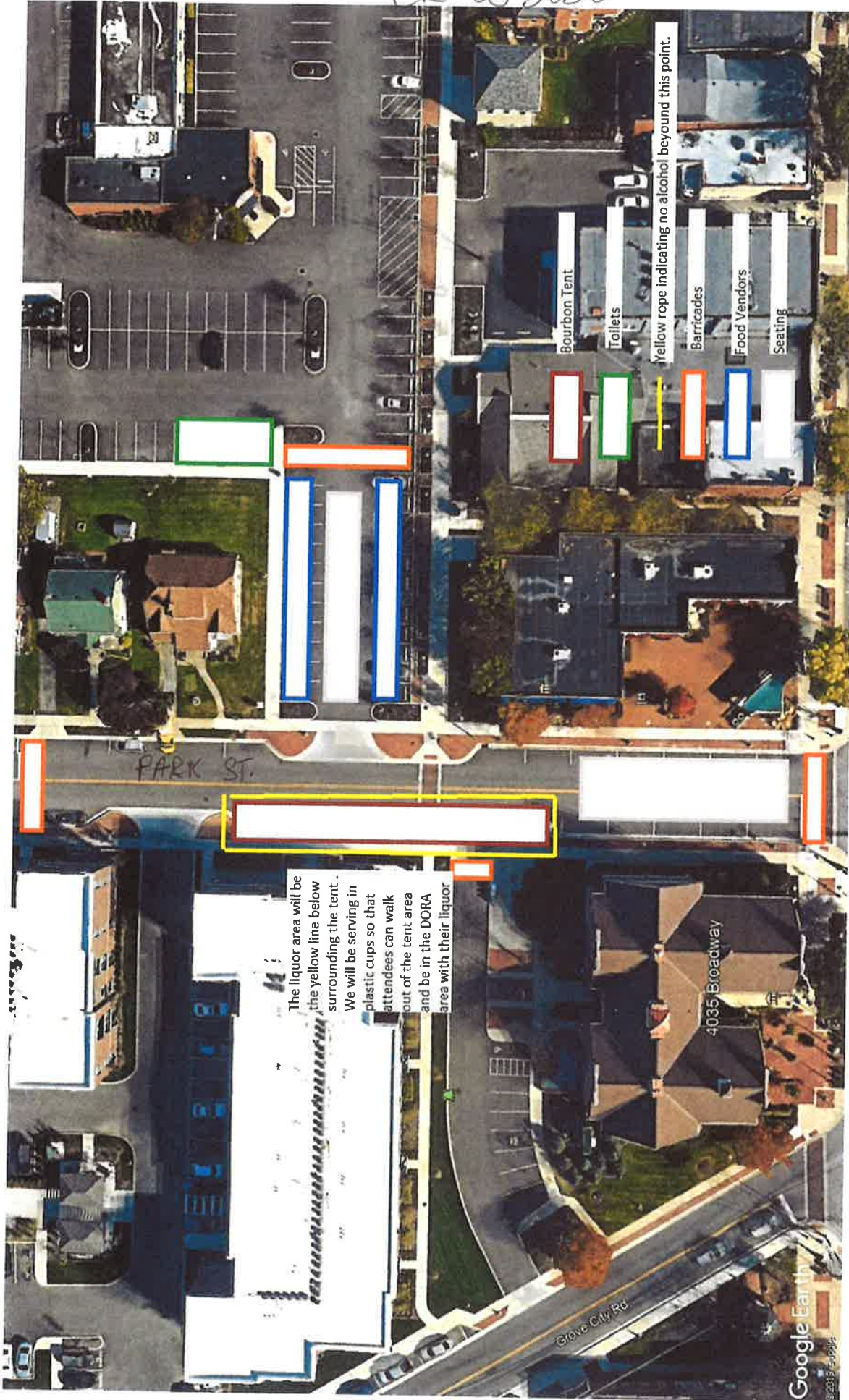
Passed:
Effective:

Attest:

I Certify that this resolution is correct as to form

CR-05-2020

CR-05-2020



2

Date: 02/11/20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: CR-06-20
1st Reading: 02/18/20
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-06-20

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE BOURBON FESTIVAL ON AUGUST 08, 2020 IN THE TOWN CENTER

WHEREAS, the 2020 Bourbon Festival will be held on the streets of Town Center on August 08, 2020; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell bourbon during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2020 Bourbon Festival on the streets of Town Center on August 08, 2020.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of bourbon shall be from 11:00 a.m. – 9:30 p.m.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution is correct as to form

Date: 02/11/20
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Schottke
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-07-20
1st Reading: 02/18/20
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-07-20

A RESOLUTION TO SUPPORT ISSUE 20 FOR THE SOUTHWEST PUBLIC LIBRARIES RENEWAL LEVY ON MARCH 17, 2020

WHEREAS, in November, 2010 the voters approved a 1.0 mill operating levy for the Southwest Public Libraries for the purpose of maintaining existing library service; and

WHEREAS, a renewal of this levy will come before the voters on March 17, 2020; and

WHEREAS, Issue 20 is a straight renewal with no increase in taxes; and

WHEREAS, the proposed renewal levy would continue the library's tradition of providing quality materials, excellent service and innovative programs designed to meet community expectations; and

WHEREAS, SPL would continue to deliver and evolve services in response to existing and emerging community needs and technological trends.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. We, the Council and Mayor of the City of Grove City do sincerely urge the residents of the Southwest Public Libraries to support the future of our library by voting "YES" for Issue 20 on March 17, 2020

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 02/11/20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mayor
Emergency: X 30 Days:
Current Expense:

No.: C-11-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 0 / / 20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-11-20

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9 AND DECLARING AN EMERGENCY

WHEREAS, a new contract has been negotiated between the City and the Fraternal Order of Police, Capital City Lodge #9; and

WHEREAS, the present contract with Capital City Lodge #9 expired on December 31, 2018; and

WHEREAS, as part of negotiating the new contract, the City Capital City Lodge #9 went to fact finding; and

WHEREAS, the City and Capital City Lodge #9 obtained the findings of the fact finder on January 29, 2020; and

WHEREAS, on February 3, 2020, this Council unanimously approved the findings of the fact finder; and

WHEREAS, the members of the Fraternal Order of Police, Capital City Lodge #9 have been working without a follow-up contract since January 1, 2019 and it is necessary to immediately apply the retroactive changes and benefits under the new agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Council hereby authorizes the Mayor and City Administrator to execute a new multi-year contract with the Fraternal Order of Police, Capital City Lodge #9. This contract shall be effective from January 1, 2019 to midnight on December 31, 2021.

SECTION 2. While the general terms of the agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the agreement with Capital City Lodge #9. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

SECTION 3. For the reasons set forth in the preamble, this ordinance is hereby declared an emergency measure and shall therefore go into immediate effect.

Christine A. Houk, President of Council

C-11-2020

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**CITY OF GROVE CITY
AND
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**



CONTRACT PERIOD:

JANUARY 1, 20196 - DECEMBER 31, 2021218

TABLE OF CONTENTS

Page

ARTICLE 1	1
CONTRACT	1
1.1 Contract	1
1.2 Purpose	1
1.3 Legal References	1
1.4 Sanctity of Agreement	1
1.5 Past Benefit and Practices	21
1.6 Enforceability of Contract	2
ARTICLE 2	2
RECOGNITION	2
2.1 Recognition	2
2.2 Dues Deduction	2
2.3 Indemnification	32
ARTICLE 3	3
NON-DISCRIMINATION	3
3.1 Non-Discrimination	3
ARTICLE 4	3
REPRESENTATION	3
4.1 Lodge Official	3
4.2 Lodge Release Time	43
ARTICLE 5	4
INTERNAL INVESTIGATIONS	4
5.1 Scope	4
5.2 Notification	4
5.3 Information Provided	4
5.4 Member Records	4
5.5 Criminal Charges	4
5.6 Conduct Of Interview	54
5.7 Refusal To Answer Questions	54
5.8 Coercion	5
5.9 Application To Other Members	5
5.10 Complaints	5
5.11 Access to Investigation Documents	65
5.12 Transcripts	65
5.13 Supervisory Responsibility	6
5.14 Truth Verification Device	6
5.15 Grievance	6
5.16 Investigation Status	76
6.1 Management Rights	76
6.2 Rights Limitations	7
ARTICLE 7	7
GRIEVANCE PROCEDURE	7
7.1 Grievance Defined	7
7.2 Qualifications	87

7.3	Jurisdiction.....	87
7.4	Establishment of Grievance Representatives.....	8
7.5	Duties of Grievance Chair.	8
7.6	Grievance Procedure.....	98
7.7	Time Off For Presenting Grievances.	10
7.8	Grievance Representatives.....	10
7.9	Time Limits.....	1140
7.10	Representatives in Meetings.	1140
7.11	Grievance Form.	11
7.12	Non-Discrimination.	11
ARTICLE 8	ARBITRATION.....	11
8.1	Submission to Arbitration.....	11
8.2	Selection of Arbitrator.	11
8.3	Authority of Arbitrator.....	1241
8.4	Arbitration Costs.....	1241
8.5	Arbitration Award.....	12
ARTICLE 9	LABOR RELATIONS MEETINGS.....	12
9.1	Commitments.....	12
9.2	Agenda.	13
ARTICLE 10		13
CORRECTIVE ACTION AND RECORDS		13
10.1	Corrective Action for Cause.	13
10.2	Pre-Disciplinary Procedure.....	13
10.3	Director Hearing.	14
10.4	Disciplinary Actions.	1514
10.5	Progressive Action.	1514
10.6	Duration of Records.....	1514
10.7	Review of Personnel Files.	1615
10.8	Inaccurate Documents.....	16
10.9	Placement of Material in Personnel File.....	1746
ARTICLE 11		1746
11.1	Work Rules.	1746
ARTICLE 12	SENIORITY CONSIDERATIONS.....	17
12.1	Seniority Defined.....	17
12.2	Application of Seniority To Vacation Leaves.	1817
12.3	Overtime Scheduling.	1817
12.4	Filling of Patrol Assignments.....	18
12.5	Filling of Non-Patrol Job Assignments.....	1918
12.6	Temporary Assignments.....	20
12.7	Lieutenant Assignments.....	20

ARTICLE 13	WAGES AND LONGEVITY.....	20
13.1	Wages.....	20
13.2	Pay Plan.	2320
13.3	Pension Pick-up (Salary Reduction Method).....	2321
13.4	Promotional Probationary Period Excluded.....	2321
13.5	Longevity.	2421
ARTICLE 14	SHIFT DIFFERENTIAL	2422
14.1	Shift Differential Pay Rate.....	2422
14.2	Eligibility.	2422
14.3	Method of payment.	2422
15.1	Initial Issue.....	2523
15.2	Recruit Criteria.....	2523
15.3	Annual Allowance.	2523
15.4	Terminal Pay: Prorated Payments.....	2523
15.5	Required Purchases.....	2624
15.6	Damaged or Lost Uniform Parts or Equipment.....	2624
ARTICLE 16	HOURS OF WORK OF OVERTIME.....	2624
16.1	Definitions.....	2624
16.2	Compensation.	2724
16.3	Overtime.	2725
16.4	Overtime Absence.....	2725
16.5	Compensatory Time.....	2725
16.8	Substitution (Trading) of Time.	2825
16.7	Layoffs.....	Error! Bookmark not defined. 26
ARTICLE 17	REPORT IN, CALL IN, AND COURT PAY	2826
17.1	Report In and Call In Pay.....	2826
17.2	Court Time.....	2826
17.3	Court Stand-By.	2826
ARTICLE 18	HOLIDAYS	2927
18.1	Paid Holidays.....	2927
ARTICLE 19	VACATION LEAVE.....	3028
19.1	Vacation Year.	3028
19.2	Conditions of Accrual.....	3028
19.3	Accrual Schedule for Vacation.	3028
19.4	Maximum Accrual of Vacation.	3128
19.5	Conversion of Accrued Vacation.....	3230
ARTICLE 20	SICK AND INJURY LEAVE.....	3230
20.1	Sick Leave Accumulation.....	3230
20.2	Sick Leaves Usage.	3330
20.3	Sick Leave Conversion.	3331
20.4	Cash Payment for Sick Leave Credit.....	3331

20.5 Donated Sick Leave	3432
20.6 Injury Leave.....	3633
ARTICLE 21 SPECIAL LEAVES	3634
21.1 Special Leave.....	3634
21.2 Jury Duty Leave.....	3634
21.3 Examination Leave.....	3634
21.4 Military Leave.....	3734
21.5 Absence Without Leave.....	3936
ARTICLE 22 INSURANCE.....	3937
22.1 Group Health Insurance and Pharmacy Program.....	3937
22.2 Vision Care Plan.....	3937
22.3 Dental Care Plan.....	3937
22.4 Life Insurance.....	3937
22.5 Prepaid Legal Services.....	3937
22.6 Communicable Disease Testing.....	3937
22.7 Member Premium.....	3937
22.8 High Deductible Plan Funding.....	4037
22.9 Members Declining Health Insurance, Major Medical and Hospitalization.....	4038
ARTICLE 23 PERSONAL EXPENSES	4038
23.1 Personal Expenses.....	4038
ARTICLE 24 WORKING OUT OF RANK.....	4139
24.1 Eligibility.....	4139
24.2 Payment.....	4139
ARTICLE 25 MISCELLANEOUS	4139
25.1 Ballot Boxes.....	4139
25.2 Bulletin Boards.....	4139
25.3 Safe Equipment.....	4139
25.4 Lodge Officials Roster.....	4239
25.5 Layoffs.....	4240
25.6 Purchase of Duty Weapon.....	4240
25.7 Contract Copies.....	4240
ARTICLE 26 TUITION REIMBURSEMENT	4240
26.1 Reimbursement program.....	4240
ARTICLE 27 FAMILY AND MEDICAL LEAVE	4341
27.1 Family and Medical Leave Act (FMLA) Leave.....	4341
ARTICLE 28 HEALTH AND PHYSICAL FITNESS.....	4842
28.1 Scope.....	4842
28.2 Program Design.....	4842
28.4 Physical Fitness Test (PFT).....	4842
28.5 Confidentiality.....	4943

28.6 Incentive Program.....	4943
ARTICLE 29 SUBSTANCE ABUSE AND TESTING.....	5044
29.1 Purpose.....	5044
29.2 Responsibility.....	5044
29.3 Definitions.....	5145
29.4 Prohibited Conduct.....	5145
29.5 Reasonable Belief Testing.....	5145
29.6 Random Testing.....	5246
29.7 Order to Submit to Testing.....	5246
29.8 Testing Determination – Reasonable Suspicion.....	5246
29.9 Testing Determination – Random Testing.....	5347
29.10 Collection Site/Laboratory.....	5347
29.11 Testing Procedure.....	5448
29.12 Voluntary Request for Assistance.....	5549
29.13 Discipline/Rehabilitation Options.....	5549
29.14 Referral to Treatment.....	5650
29.15 Right of Appeal.....	5650
29.16 Treatment Costs.....	5650
29.17 Confidentiality.....	5650
29.18 Other Laws.....	5750
ARTICLE 30 DURATION OF CONTRACT.....	5751
30.1 Duration.....	5751
30.2 Modification.....	5751
ARTICLE 1 CONTRACT.....	1
1.1 — Contract.....	1
1.2 — Purpose.....	1
1.3 — Legal References.....	1
1.4 — Sanctity of Agreement.....	1
1.5 — Past Benefit and Practices.....	2
1.6 — Enforceability of Contract.....	2
ARTICLE 2 RECOGNITION.....	2
2.1 — Recognition.....	2
2.2 — Dues Deduction.....	2
2.3 — Indemnification.....	2
2.4 — Lodge Liability to Non-Members.....	3
ARTICLE 3 NON-DISCRIMINATION.....	3
3.1 — Non-Discrimination.....	3
ARTICLE 4 REPRESENTATION.....	3
4.1 — Lodge Official.....	3
4.2 — Lodge Release Time.....	3

ARTICLE 5 INTERNAL INVESTIGATIONS	4
5.1 Scope	4
5.2 Notification	4
5.3 Information Provided	4
5.4 Member Records	4
5.5 Criminal Charges	4
5.6 Conduct Of Interview	4
5.7 Refusal To Answer Questions	4
5.8 Coercion	5
5.9 Application To Other Members	5
5.10 Complaints	5
5.11 Access to Investigation Documents	5
5.12 Transcripts	5
5.13 Supervisory Responsibility	6
5.14 Truth Verification Device	6
5.15 Grievance	6
5.16 Investigation Status	6
ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES	6
6.1 Management Rights	6
6.2 Rights Limitations	7
ARTICLE 7 GRIEVANCE PROCEDURE	7
7.1 Grievance Defined	7
7.2 Qualifications	7
7.3 Jurisdiction	7
7.4 Establishment of Grievance Representatives	8
7.5 Duties of Grievance Chair	8
7.6 Grievance Procedure	8
7.7 Time Off For Presenting Grievances	10
7.8 Grievance Representatives	10
7.9 Time Limits	10
7.10 Representatives in Meetings	10
7.11 Grievance Form	11
7.12 Non-Discrimination	11
ARTICLE 8 ARBITRATION	11
8.1 Submission to Arbitration	11
8.2 Selection of Arbitrator	11
8.3 Authority of Arbitrator	11
8.4 Arbitration Costs	11
8.5 Arbitration Award	12
ARTICLE 9 LABOR RELATIONS MEETINGS	12
9.1 Commitments	12
9.2 Agenda	12

ARTICLE 10 CORRECTIVE ACTION AND RECORDS	13
10.1—Corrective Action for Cause	13
10.2—Pre-Disciplinary Procedure	13
10.3—Director Hearing	14
10.4—Disciplinary Actions	14
10.5—Progressive Action	14
10.6—Duration of Records	14
10.7—Review of Personnel Files	14
10.8—Inaccurate Documents	15
10.9—Placement of Material in Personnel File	15
ARTICLE 11 WORK RULES AND INFORMATION ORDERS	16
11.1—Work Rules	16
ARTICLE 12 SENIORITY CONSIDERATIONS	16
12.1—Seniority Defined	16
12.2—Application of Seniority To Vacation Leaves	17
12.3—Overtime Scheduling	17
12.4—Filling of Patrol Assignments	17
12.5—Filling of Non-Patrol Job Assignments	17
12.6—Temporary Assignments	19
12.7—Lieutenant Assignments	19
ARTICLE 13 WAGES AND LONGEVITY	19
13.1—Wages	19
13.2—Pay Plan	21
13.3—Pension Pick-up (Salary Reduction Method)	22
13.4—Promotional Probationary Period Excluded	22
13.5—Longevity	23
ARTICLE 14 SHIFT DIFFERENTIAL	23
14.1—Shift Differential Pay Rate	23
14.2—Eligibility	23
14.3—Method of payment	23
ARTICLE 15 CLOTHING AND EQUIPMENT ALLOWANCE	24
15.1—Initial Issue	24
15.2—Recruit Criteria	24
15.3—Annual Allowance	24
15.4—Terminal Pay: Prorated Payments	24
15.5—Required Purchases	25
15.6—Damaged or Lost Uniform Parts or Equipment	25
ARTICLE 16 HOURS OF WORK OF OVERTIME	25
16.1—Definitions	25
16.2—Compensation	26
16.3—Overtime	26

16.4 — Overtime Absence.....	26
16.5 — Compensatory Time.....	26
16.6 — Substitution (Trading) of Time.....	26
16.7 — Layoffs.....	27
ARTICLE 17 REPORT IN, CALL IN, AND COURT PAY.....	27
17.1 — Report In and Call In Pay.....	27
17.2 — Court Time.....	27
17.3 — Court Stand By.....	27
ARTICLE 18 HOLIDAYS.....	27
18.1 — Paid Holidays.....	27
18.2 — Holiday Compensation/Holiday Leave Bank.....	28
18.3 — Payment for Actual Working on Holidays.....	28
ARTICLE 19 VACATION LEAVE.....	29
19.1 — Vacation Year.....	29
19.2 — Conditions of Accrual.....	29
19.3 — Accrual Schedule for Vacation.....	29
19.4 — Maximum Accrual of Vacation.....	29
19.5 — Conversion of Accrued Vacation.....	30
ARTICLE 20 SICK AND INJURY LEAVE.....	30
20.1 — Sick Leave Accumulation.....	30
20.2 — Sick Leaves Usage.....	31
20.3 — Sick Leave Conversion.....	31
20.4 — Cash Payment for Sick Leave Credit.....	32
20.5 — Donated Sick Leave.....	32
20.6 — Injury Leave.....	34
ARTICLE 21 SPECIAL LEAVES.....	34
21.1 — Special Leave.....	34
21.2 — Jury Duty Leave.....	34
21.3 — Examination Leave.....	35
21.4 — Military Leave.....	35
21.5 — Absence Without Leave.....	37
ARTICLE 22 INSURANCE.....	37
22.1 — Group Health Insurance and Pharmacy Program.....	37
22.2 — Vision Care Plan.....	37
22.3 — Dental Care Plan.....	37
22.4 — Life Insurance.....	37
22.5 — Prepaid Legal Services.....	37
22.6 — Communicable Disease Testing.....	37
22.7 — Member Premium.....	37
22.8 — High Deductible Plan Funding.....	38
22.9 — Members Declining Health Insurance, Major Medical and Hospitalization.....	38

ARTICLE 23 PERSONAL EXPENSES	38
23.1— Personal Expenses	38
ARTICLE 24 WORKING OUT OF RANK	39
24.1— Eligibility	39
24.2— Payment	39
ARTICLE 25 MISCELLANEOUS	39
25.1— Ballot Boxes	39
25.2— Bulletin Boards	39
25.3— Safe Equipment	39
25.4— Lodge Officials Roster	40
25.5— Layoffs	40
25.6— Purchase of Duty Weapon	40
25.7— Contract Copies	40
ARTICLE 26 TUITION REIMBURSEMENT	40
26.1— Reimbursement program	40
ARTICLE 27 FAMILY AND MEDICAL LEAVE	41
27.1— Family and Medical Leave Act (FMLA) Leave	41
27.2— Definitions	41
27.3— 12 Month Leave Period	43
27.4— Leave Use	43
27.5— Return From Leave	43
27.6— Servicemember Care Leave Extension	43
27.7— Insurance Benefits	43
27.8— Seniority	43
27.9— Substituted Paid Leave	43
27.10— Notice Requirements	44
27.11— Medical Certification Requirement	44
27.12— Periodic Report	45
27.13— Fitness For Duty Report	45
ARTICLE 28 HEALTH AND PHYSICAL FITNESS	45
28.1— Scope	45
28.2— Program Design	45
28.3— Health and Wellness Educational Program	46
28.4— Physical Fitness Test (PFT)	46
28.5— Confidentiality	46
28.6— Incentive Program	46
ARTICLE 29 SUBSTANCE ABUSE AND TESTING	48
29.1— Purpose	48
29.2— Responsibility	48
29.3— Definitions	48
29.4— Prohibited Conduct	49

29.5—Reasonable Belief Testing.....	49
29.6—Random Testing.....	49
29.7—Order to Submit to Testing.....	50
29.8—Testing Determination—Reasonable Suspicion.....	50
29.9—Testing Determination—Random Testing.....	50
29.10—Collection Site/Laboratory.....	51
29.11—Testing Procedure.....	51
29.12—Voluntary Request for Assistance.....	53
29.13—Discipline/Rehabilitation Options.....	53
29.14—Referral to Treatment.....	53
29.15—Right of Appeal.....	54
29.16—Treatment Costs.....	54
29.17—Confidentiality.....	54
29.18—Other Laws.....	54
ARTICLE 30 DURATION OF CONTRACT.....	54
30.1—Duration.....	54
30.2—Modification.....	54

ARTICLE 1 CONTRACT

1.1 Contract. This Contract is made between the City of Grove City ("City"), and the Fraternal Order of Police, Capital City Lodge No. 9, ("Lodge").

1.2 Purpose. This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its bargaining unit Members ("Members"), and the Lodge.

1.3 Legal References. This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law, rules or regulations pertaining to wages, hours, terms and other conditions of employment.

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

1.4 Sanctity of Agreement. The City and the Lodge acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. ~~Any past benefit that has been continuous and is known and sanctioned by the Chief of Police will not be altered until and unless good faith discussions between the Chief of Police, the Administration and the Lodge take place.~~ Past practices relating to Lodge Executive Board attendance at board meetings, delegates to FOP Conferences, work sessions of Lodge negotiators, funeral representation, and benefits provided in ordinances in existence prior to the effective date of this Agreement which are not specifically addressed in this Contract, shall not be altered except by agreement between the parties.

1.5 Past Benefit and Practices. Any past benefit and/or past practice that has been continuous and is known and sanctioned by the Chief of Police ("Chief") as a past benefit and/or past practice will not be altered until and unless notice and opportunity to request bargaining has been provided and the parties have negotiated to impasse. ~~good faith discussions between the Chief of Police, the Administration and the Lodge take place.~~

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

ARTICLE 2 RECOGNITION

2.1 Recognition. The City hereby recognizes the Lodge as the sole and exclusive bargaining agent for the purposes of collective bargaining, pursuant to Chapter 4117 of the Ohio Revised Code, in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There are two (2) Bargaining units within this Contract. The first Bargaining unit consists of all regular full-time sworn police officers of the City who are below the rank of Sergeant. The second Bargaining unit consists of all regular full-time sworn police officers who are of the rank of Sergeant or above. Excluded from inclusion in either unit, and thereby from coverage within this Contract, are the positions of Chief and Captain, should the rank of Captain exist. Reference throughout this Contract to Members shall mean employees within both units, unless specified otherwise.

2.2 Dues Deduction. The City agrees to deduct Lodge Membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Member requesting same. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge Member whom the Lodge certifies owes initiation fees or assessments. If a dues deduction is desired, the Lodge Member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the Department of Finance. The City agrees to furnish to the Lodge Financial Secretary, 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 dues deductions were made. Nothing herein shall prohibit Lodge Members covered by this Contract from submitting dues directly to the Lodge.

The City agrees to meet with the Lodge to discuss adding additional payroll deductions should the Lodge develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

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

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

ARTICLE 3 NON-DISCRIMINATION

3.1 Non-Discrimination. Neither the City nor the Lodge shall unlawfully discriminate against any Member based on age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, military status and/or the filing of a claim or the institution, pursuit of or testimony relative to, any proceeding under the Ohio Workers' Compensation Program. The City and the Lodge agrees not to discriminate against any Member on the basis of the Member's membership or non-membership in the Lodge, nor to discriminate, interfere, restrain or coerce any Member because of or regarding the Member's activities as a representative of the Lodge. The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any Member to become and remain a Member of the Lodge.

ARTICLE 4 REPRESENTATION

4.1 Lodge Official. Any Lodge Executive Board Member in the bargaining units ("Lodge Official"), as long as the Lodge Official continues in that or a higher post, will be permitted sufficient release time during the work-week to attend to Lodge matters within the Member's capacity not to exceed sixteen (16) hours per month. During such service the Lodge Official shall continue the Lodge Official's entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though the Lodge Official were at all times performing job-related duties.

Each Lodge Official shall continue to be required to report to the Lodge Official's supervisor at the Lodge Official's assigned shift starting time, and shall be required to inform the supervisor of the Lodge Official's whereabouts at all working times while performing the duties allowed by this Section. In addition, each Lodge Official will be required to drop or forego any of the activities allowed by this Section, upon supervisory direction, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the City, nor will the Lodge Official devote unnecessary City paid time to these functions. None of the duties of the Lodge Official herein described may be conducted on City paid overtime hours. Nothing in this Contract shall

preclude the Lodge Official from also serving as a Grievance Representative or as Grievance Chair.

4.2 Lodge Release Time. Permission for the Grievance Chair and Grievance Representatives to be released with pay from regular police work to attend Lodge functions, Lodge-sponsored training seminars, and/or FOP national or state conferences will not be unreasonably withheld consistent with the overall training program of the Division and staffing needs.

ARTICLE 5

INTERNAL INVESTIGATIONS

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

5.2 Notification. At the time any Member is notified that he or she is the subject of an investigation, the Member shall be given at least forty-eight (48) hours notice prior to any interview to contact the Lodge for the purpose of representation. In the event of a Member-involved shooting, or use of physical force by a Member resulting in serious physical injury or death, the Chief may order an immediate investigation to determine compliance with departmental procedures. However, no information obtained during an interview of the Member involved in the Member-involved shooting or use of physical force ~~such investigation~~ shall be used for any purpose to the detriment of the Member.

5.3 Information Provided. At the time the Member is informed that the Member is the subject of an investigation, the Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the name of the complaining party, and the factual allegations known at that time made against the Member, including a copy of the written complaint against the Member or a written summary of anonymous allegations. As provided in R.C. 149.43, the Member shall also be provided a copy of any statement given by any witness interviewed in the investigation.

5.4 Member Records. Upon request, the Member shall be given brief time prior to or during any questioning to locate and review any written or electronic documents the Member possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the Member during the Member's brief search and review of such documents.

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

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

5.7 Refusal To Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of the rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights", and is informed by the Investigating Officer that the Member's responses to questions will not result in criminal charges against the Member, and the Member is ordered to answer the questions, a Member's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

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

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

5.10 Complaints. When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report.

Also, when any complaint is filed more than ~~sixty thirty~~ (30/60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim.

If in the course of an investigation the complaining party is unable to be contacted, or refuses to be interviewed and/or assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 Access to Investigation Documents. Upon the conclusion of the investigation, but at least five (5) calendar days prior to the Director's hearing, the Member under investigation shall be provided access to all investigation documents, including transcripts, records, written statements, videotapes, and audiotapes. This access shall also be provided to the Member's Lodge Representative or Lodge Attorney. These documents shall be provided at no cost to the Member.

5.12 Transcripts. When a Member is interviewed in an internal investigation, such interview shall be ~~tape~~-recorded by the City. ~~Tapes-Recordings~~ of interviews will be made only by the City and, if a transcript is made, copies of the recordings and transcript ~~it~~ will be provided at no cost to the Member, upon the request of the Member or Member's Lodge Representative or Lodge Attorney. If desired, the Member, or the Member's Lodge Representative or Lodge Attorney will be afforded the opportunity upon written request, directly to the Chief or designee, to listen to and make personal notes or verify the accuracy of a ~~transcript recording or transcript regarding a tape made~~ of any interview.

5.13 Supervisory Responsibility. All complaints against a Police Officer or Sergeant will be under the direction of ~~the a~~ Sub-Division Lieutenant who will assign the Member's immediate supervisor to conduct and/or assist in the investigation. Complaints against a Lieutenant shall be investigated by the Captain, should that rank exist.

Where an immediate supervisor is not available to conduct an investigation, or is involved in the incident complained of, or if the situation warrants an outside investigator, then the Chief shall assign or obtain an investigator from a law enforcement agency a supervisor of a rank higher than the Member under investigation to conduct the investigation or assist with the investigation. If an outside investigator is used, the investigator shall be of a rank higher than the member under investigation, if that rank exists.

Once the investigation is concluded, an investigation report shall be submitted, with recommendations for disposition, to the Chief through the chain of command of the Member under investigation.

5.14 Truth Verification Device. In the course of questioning, a Member may only be given a polygraph examination, voice stress analysis, or other purported truth verification device, with the Member's written consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to such an examination, an examiner shall be chosen by mutual agreement of the City and the Member.

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

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

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include but are not limited to:

- To determine the organization of the Division of Police;
- To determine and change the purpose and extent of each of its constituent subdivisions;
- To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- To set standards for service to be offered to the public;
- To direct the officers of the Division of Police including the right to assign work and overtime;
- To hire, examine, promote, and transfer;
- To suspend, demote, discharge or take other disciplinary action against Members for just cause;
- To increase, reduce or change, modify or alter the composition and size of the work force;
- To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- To change or eliminate existing methods of operations, equipment or facilities;
- To create, modify or delete departmental rules and regulations;
- To take actions as may be necessary to carry out the mission of the Division of Police in emergencies;
- To train or retrain Members as appropriate; and
- To maintain and improve the efficiency of the Division of Police.

6.2 Rights Limitations. To the extent that any of the above management functions are limited by the provisions of this Contract, alleged violations are subject to the Grievance Procedure herein.

ARTICLE 7

GRIEVANCE PROCEDURE

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

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

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

7.4 Establishment of Grievance Representatives. The Lodge will designate not more than four (4) Grievance Representatives. The highest ranking Lodge Officer in the bargaining units may be the Grievance Chair. The Grievance Representative shall be selected by the Lodge, but every effort will be made by the Lodge to provide full Membership coverage by selecting one (1) Grievance Representative from the Police Officer Unit for each shift and one (1) Grievance Representative from the Supervisory Unit. One Grievance Representative selected by the Lodge shall be designated as the Grievance Chair.

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

- A. Representing a Member in investigating and processing grievances, beginning with review of the grievance prior to filing at Step One;
- B. Replacing a Grievance Representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process and of Grievance Representatives;
- D. Acting as liaison between the City and the Lodge on matters concerning grievances, this procedure and this Contract.

The Grievance Chair shall be allowed reasonable, necessary time during the Grievance Chair's scheduled working hours to perform the aforementioned duties and shall notify the Grievance

Chair's supervisor in advance of such assignments. Approval of the supervisor will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal a grievance or have it heard.

7.6 Grievance Procedure. The following are the implementation steps and procedures for handling Members' grievances.

A. Preliminary Step. A Member having an individual grievance will 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 known by the Member-grievant. Grievances brought to the attention of the supervisor, (except for automatic time extensions as hereinafter described in Section 7.7) beyond the 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 One, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

B. Step One – Captain/ Lieutenant.

1. If the supervisor's oral response in the Preliminary Step is unsatisfactory, the Grievant may submit the grievance in writing to the Captain, if that rank exists, or, if not, to a Lieutenant, or designee, on the Grievance Form agreed upon by the parties. Such form must be submitted to the Captain/Lieutenant, or designee, within fourteen (14) calendar days following the oral response from the Preliminary Step. The Captain/Lieutenant, or designee, shall date stamp the form upon receipt. A grievance submitted beyond the fourteen (14) calendar day time limit shall not be considered.
2. Within seven (7) calendar days after receipt of the written grievance, the Captain/Lieutenant, or designee, shall investigate the grievance, affix a written response to the form, date and sign the response, and return one copy of it to the Grievant and one copy to the Grievance Representative. If the aggrieved Member does not refer the Grievance to the Second Step

of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

3. If during the term of this Agreement, the rank of Captain no longer exists and there are no Lieutenants, the Chief or designee shall hear the Step One grievance.

C. Step Two - Chief

1. Should the Grievant not be satisfied with the answer in Step One, within seven (7) calendar days thereafter, the Grievant may appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents to the office of the Chief. The Chief shall date stamp the form, accurately showing the date his office received the form.
2. Within fourteen (14) calendar days of Grievant's receipt of the Grievance Form, the Chief, or Acting Chief, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chair. The Grievance Chair may bring to the meeting the Grievant, and the appropriate Grievance Representative.
3. In the meeting, the Chief, or Acting Chief, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting in this Step, the Chief shall submit to the Grievant and the Grievance Chair a written response to the grievance.

7.7 Time Off For Presenting Grievances. A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

7.8 Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities as set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the Grievant's shift hours, unless otherwise mutually agreed. The Lodge President shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chair within thirty (30) calendar days of their appointment.

7.9 Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Grievant and the City's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped by mutual consent. In the absence of such mutual extensions, the Grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

7.10 Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 7.6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other individuals, not specifically designated, be in attendance. Therefore, either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such individuals have input which may be beneficial in attempting to bring resolution to the grievance.

7.11 Grievance Form. The City and the Lodge shall develop jointly a Grievance Form. Such form will be supplied by the Lodge. Copies of the completed form, including the action taken, will be distributed as provided in Section 7.6. The jointly developed Grievance Form will be made available to the Grievance Representatives.

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

ARTICLE 8 ARBITRATION

8.1 Submission to Arbitration. Should a Member grievant, or the Lodge in the case of a Lodge grievance, after receiving the written answer to a grievance at Step 2 of the Grievance Procedure still feel that the grievance has not been satisfactorily resolved, the Lodge may submit the grievance to arbitration. The Lodge President, or designee, must notify the City Administrator of the Lodge's intent to submit the grievance to arbitration within fourteen (14) calendar days of the Grievance Chair's receipt of the written answer from the Chief at Step 2.

8.2 Selection of Arbitrator. Unless mutual selection of an arbitrator is made, the parties will request the American Arbitration Association ("AAA") to submit a panel of seven (7) Arbitrators. The City and the Lodge shall select one mutually acceptable Arbitrator from one of the AAA panels by the representatives of the parties alternately striking names and selecting as

Arbitrator the final remaining name, unless the parties make a mutual selection from the list without striking names therefrom.

8.3 Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. The Arbitrator shall have the power to rule on the issue of arbitrability of the grievance prior to reaching the merits. It is expressly understood that the ruling and decision of the Arbitrator, within his or her function as described herein, shall be final and binding upon the parties. The Arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which does not draw its essence from the application of the express terms of this Contract.

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

8.5 Arbitration Award. The Arbitrator shall render in writing an award within thirty (30) calendar days after the close of the hearing, and shall forward the award and all supporting data to the designated representatives of the City and the Lodge. The award, if in favor of the Grievant, will be immediately implemented by the City.

ARTICLE 9 LABOR RELATIONS MEETINGS

9.1 Commitments. The City and the Lodge recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Contract through meetings of representatives to exchange views and information. Accordingly, the Labor Relations Committee shall meet to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least quarterly and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are major changes in operations contemplated by the City which will affect Members of the Lodge, contemplated changes in General Orders, contemplated changes in police mission, and concerns of the Lodge relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the Lodge and the City concerning any issue referred to the Committee by either party. The Committee shall consist of four (4) representatives from the Lodge appointed by the Lodge President, and four (4)

representatives of the City, one of whom shall be the Chief. Any Member appointed by the Lodge President shall be released to attend Labor Relations meetings if such meetings are scheduled during the Member's regularly scheduled duty hours. However, under no circumstances will attendance at the meetings result in payment of overtime to the Member.

Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Lodge and the City. The Labor Relations Committee shall continue to discuss the involvement of representatives of the bargaining units with other City employees regarding the City's insurance programs.

The Committee shall have no authority to bargain for the Lodge and the City on any issue, but may jointly make recommendations to the City and Lodge which would, if agreed to by the Lodge and the City, modify the provisions of this Contract.

Through these meetings the Lodge and the City agree to discuss legitimate and reasonable efforts to maintain and improve the Members' skill, ability and service delivery, and the elimination of unnecessary inefficiencies where such can be shown to exist.

9.2 Agenda. An agenda will be exchanged by the parties at least forty-eight (48) hours in advance of each scheduled meeting, unless the exchange of an agenda is waived by the parties. The agenda shall contain a list of matters to be taken up in the meeting and the names of those representatives from each side who will be attending. All matters placed by either party on the agenda will be discussed.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

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

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

- A. The Chief shall have the right to relieve a Member without pay for the remainder of the particular shift when the Member is unfit for duty or insubordinate during that tour of duty, provided that if the charges are ultimately determined to be unfounded, the Member will be reimbursed for such shift.
- B. The Chief shall have the exclusive right to recommend to the Director of Public Safety ("Director") that a Member be subject to suspension, demotion, or removal. The Chief shall also have the exclusive right to offer that the Member forfeit accrued leave in lieu of suspension. The Chief shall certify the Chief's

recommendation in writing, together with the charges to both the Member and the Director.

- C. Within seven (7) calendar days after receiving notification of the recommendation and charges, the Member shall notify the Chief as to whether the Member:
 - (1) accepts the Chief's recommendation, in which case the recommendation shall be implemented immediately; or
 - (2) rejects the Chief's recommendation and chooses to appeal the recommendation to the Director.
- D. If the matter is appealed to the Director, the following procedures shall apply to the conduct of a departmental hearing by the Director:
 - (1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's Lodge Representative or Lodge Attorney at least seven (7) calendar days prior to the hearing on such charges.
 - (2) Within seven (7) calendar days from the Member's appeal to the Director, the Director shall schedule a departmental hearing. The Member may be placed upon administrative leave with pay by the Chief pending the outcome of the departmental hearing.

10.3 Director Hearing. If the Chief's recommendation is appealed, as set forth in Section 10.2, the Director shall conduct an independent, pre-disciplinary hearing where the charged Member may be represented by a Lodge Representative or Lodge Attorney (at no cost to the City), and will be allowed to call witnesses material to the Member's defense, present evidence, and have the opportunity to confront and cross examine the Member's accusers.

The Director, in this hearing, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor. The Director shall render judgment which may be either suspension, demotion, removal, written reprimand, oral reprimand or disaffirmance of the charges. Such judgment shall be final except as otherwise set forth in this Contract.

Continuance of the scheduled hearing may be requested by the Member, the Member's Lodge Representative or Lodge Attorney, and/or the City. Such request will be granted where practical at the discretion of the Director. The length of such continuance shall be mutually agreed upon. The City will make all good faith efforts to notify the affected Member of any decisions reached as a result of a hearing, prior to any public statement.

10.4 Disciplinary Actions. At any time an inquiry concerning a Member occurs wherein it is anticipated disciplinary action will result, the Member will be immediately notified that such result is possible provided that such notification does not compromise the integrity of any criminal investigation.

10.5 Progressive Action. The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to demotion or removal.

10.6 Duration of Records.

- A. All disciplinary records will be maintained in each Member's personnel file throughout the Member's period of employment, with the exception that any records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred. For purposes of progressive and other discipline, and except as provided for below, -written reprimands will be removed from the file upon the request of the Member one (1) year after such was given if no further corrective action has occurred; and suspensions will be removed from the file upon the request of the Member ~~three-five~~ (53) years after such was given if no further corrective action has occurred. ~~If a record is retained, the retention period shall be for the same period of time as the original retention period.~~

None of the requirements of this Section shall require the removal of any documents in the event a civil or criminal action in which the material may be relevant is pending or threatened, by notice to the City, at the time of the Member's request (regardless of whether the requesting member is a party to or the subject of the litigation, and it is reasonably anticipated that these records will be admitted as evidence or be the subject of permissible discovery) of where the material in question is ordered preserved by a court or administrative agency with jurisdiction over a case in which the material may be relevant.

Disciplinary records, once removed from a Member's file, will be stripped of member identifiable information and will be retained for a period to be determined by the City for various administrative purposes, including assisting the City in its diversity efforts, historical patterns of discipline and discharges, defenses against claims and allegations, identifying training needs, ensuring compliance with relevant laws, regulations, and guidelines, and revising rules and regulations.

- B. Notwithstanding this provisions of 10.6(A), oral reprimands will not be used for purposes of progressive and other discipline six (6) months after such was given if no further corrective action has occurred, written reprimands will not be used for purposes of progressive and other discipline one (1) year after such was given if no further corrective

action has occurred; and suspensions will not be used for purposes of progressive and other discipline five (5) years after such was given if no further corrective action has occurred.

10.7 Review of Personnel Files. Every Member shall be allowed to review the Member's own personnel file at any reasonable time upon written request to the Chief. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, Members' personnel files shall not be available for review by anyone. No information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, rank and wage rate; except that additional specified information may be given upon the advance, written approval by the Member involved to the Chief, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Member approval given. Any Member may request and shall receive a complete copy of documents in the Member's own personnel file once per year at no cost to the Member.

Notwithstanding the provisions of the preceding paragraph which would limit access to a Member's personnel file, if a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least ~~seven-threefive~~ (537) calendar days prior to the City's intended compliance with the request. Within this ~~seven three-five~~ (573) calendar day period, the Member shall have the opportunity to take any one or more of the following actions:

- 1) Insure that any material within the Member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;
- 2) Protest the City's intended compliance with the request by filing a written letter of protest with the Director, which letter of protest shall be considered prior to the City's compliance with the request; and
- 3) Pursue any available legal remedy.

10.8 Inaccurate Documents. If upon examining the Member's own personnel file, a Member has reason to believe that there are inaccuracies in documents contained therein, the Member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the Member's contentions the Chief shall either remove the faulty document or attach the Member's memorandum to the document in the file and note thereon the Member's concurrence with the memorandum's contents.

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

ARTICLE 11 WORK RULES AND INFORMATION ORDERS

11.1 Work Rules. The City agrees that work rules shall be reduced to writing and provided to all Members fourteen (14) calendar days in advance of their enforcement, unless exigent circumstances arise that necessitate immediate enforcement (e.g. court order, changes in applicable law, etc.). Any charge by a Member that a work rule, General Order, Training Bulletin, Informational Order, or like matter is in violation of this Contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for a grievance. The City will provide the Grievance Chair copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates unless exigent circumstances arise that necessitate immediate enforcement.

ARTICLE 12 SENIORITY CONSIDERATIONS

12.1 Seniority Defined. For purposes of this Contract, "seniority" shall be defined as total continuous service with the City as a regular full-time police officer; or, for purposes of Sections 12.2, 12.3, and 12.4, total continuous service in a given rank; or, for purposes of Sections 13.5 and 19.2, total continuous service with the City. However, a Lieutenant who is involuntarily or voluntarily reduced in rank shall retain the Lieutenant's service time as a Sergeant for purposes of bargaining unit seniority. Additionally, a Sergeant who is involuntarily or voluntarily reduced in rank shall retain the Sergeant's service time from date of hire as a regular full-time police officer for purposes of bargaining unit seniority.

Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other approved leaves of absences as allowed by this Contract, by City ordinance, or by law. A "break in service" is defined as:

- A. Separation because of resignation, except where the Member is rehired within one (1) year;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Unauthorized leave of absence;
- E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all the Member's available sick leave, whichever is greater, except that this provision shall not apply to a medical leave of

absence which results from a Member's injury in the line of duty as defined in Section 21.4; or

- F. Suspension without pay, except that forfeiture of accrued leave (in lieu of an unpaid suspension if agreed upon) does not constitute a break in service.

12.2 Application of Seniority To Vacation Leaves. When vacation leaves are to be scheduled, and where there are two (2) or more applicants with the same request, the applicant with the highest seniority shall be granted the request.

12.3 Overtime Scheduling. Overtime for Police Officers and Sergeants shall be Bureau ~~specific~~ preferred and shall be assigned by seniority. When there are two (2) or more applicants, the Member with the highest seniority shall be assigned the overtime. Members from the originating bureau will be assigned the overtime over members from another bureau regardless of seniority. When there is a lack of Member applicants, the overtime assignment shall be made by inverse seniority with rotation among the originating Bureau and rank specific officers.

Overtime assignments which are known at least thirty-six (36) hours in advance, such as special events, shall be posted on the Bureau ~~specific~~ bulletin board for assignment by Bureau preference and seniority, unless the overtime is deemed by the Chief, or designee, to be agency-wide overtime. Overtime which is agency-wide shall be posted on the roll call bulletin board for assignment by seniority.

Combined straight-time, overtime, and special duty shall not exceed sixty-eight (68) hours per work week, unless a greater number of hours is approved by the Chief, or the Chief's designee. Overtime assignments not subject to seniority considerations may be made when the overtime requires specific skills or knowledge or is specific to a Bureau or function as part of a secondary or primary duty assignment or in an emergency situation. Exclusionary functions include, but are not limited to, traffic crash team, crisis negotiator, firearms-defensive tactics or other instructor, D.A.R.E., or School Resource Officer functions, on-going or sensitive investigative processes, S.R.T., and C.A.L.E.A.

12.4 Filling of Patrol Assignments. All Patrol shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by November 15. Members shall select their shift assignment (which includes their days off) based on seniority by December 15. The Member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

Should any change in shift assignment occur during the calendar year, an interim bidding process shall be followed to fill the opening, provided that if no Member applies for the opening, the Chief retains the discretion to fill the opening by assigning the least senior Member. The interim

process shall be initiated by the posting of the available Patrol assignment, with Members being given fourteen (14) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior Member indicating interest shall be given the assignment. The interim bidding process shall also apply to subsequent openings occurring as a result of the use of the procedure. During the bidding process, a temporary assignment may be made until the bidding process is complete and the permanent assignment is made.

12.5 Filling of Non-Patrol Job Assignments.

- A. When the City creates a new non-patrol assignment or determines that a vacancy will occur in a non-patrol assignment, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. The Chief shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, knowledge, work performance, specialized training, and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For any non-patrol assignment, the applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration. However, this provision does not apply where no applicant with the minimum requisite seniority applies for the vacancy, or the applicant has met the minimum requisite seniority in a non-patrol assignment because no applicant with the minimum requisite seniority applied for a non-patrol assignment secured by the applicant. Should no Member apply for the open assignment, the Chief may appoint the least senior Member who meets the minimum qualifications for the assignment.
- B. Notwithstanding Section 12.5 A., one General Investigator assignment shall be permanently designated as having a rotating, two-year duration (from the beginning of the first full pay period in January of the first year through the last pay period of the second year). The Chief shall post the rotating assignment no later than September 15th during the second year of the assignment. The rotating assignment shall be filled by the most senior Member applying for the assignment, so long as that Member has a minimum of two (2) years of continuous service in a patrol assignment following release from the FTO program. No Member may be selected to fill this rotating assignment after already having served as a General Investigator or a two-year rotating General Investigator, unless no other Members apply for the assignment. The rotating two-year assignment will have a variable schedule and shall not be permitted to participate in the bid process for General Investigator shift assignments. Any Member in the General Investigator assignment shall be permitted to participate in the bid process for Patrol shift

assignments, as provided in Section 12.4, during the November preceding the end of the two-year term of the rotating General Investigator assignment.

- C. If a vacancy in the rotating General Investigator assignment occurs prior to the expiration of the two-year, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. Any Member selected to fill the rotating assignment under this paragraph shall continue for the remainder of the calendar year in which the vacancy occurred and then for two additional calendar years.
- D. All General Investigator shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by October 4. Members shall select their General Investigator shift assignment (which includes their days off) based on seniority by November 4. The Member with the highest seniority will have the first choice of General Investigator shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

12.6 Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment. A temporary assignment shall not exceed six (6) months. The Chief maintains the discretion to fill temporary assignments without regard to the bidding procedure in Section 12.4 and 12.5.

12.7 Lieutenant Assignments. All positions of Lieutenant shall be bid annually according to seniority until December 2018. Effective December 2018, the Chief of Police reserves the right, at his/her discretion, to select, assign and remove Lieutenants from an assignment at the end of a Collective Bargaining Agreement cycle in coordination with shift bids, when vacancies occur, or upon written reasonable justification from the Chief of Police. If the Lieutenant's assignment is other than first shift and weekends off, then the positions will be bid based on seniority.

ARTICLE 13 WAGES AND LONGEVITY

13.1 Wages. The following straight-time wages will be paid Members by rank on the first day of the pay period which includes the date(s) set forth below.

EFFECTIVE JANUARY 1, 2019

Police Department Wage Structure				
	Hourly			
	2018	2019	2020	2021
	Increase %	3.00%	3.00%	3.00%
OFFICER				

Probationary	\$25.35	\$26.11	\$26.89	\$27.70
Step 1	\$27.68	\$28.51	\$29.37	\$30.25
Step 1	\$29.91	\$30.81	\$31.73	\$32.68
Step 3	\$32.89	\$33.88	\$34.89	\$35.94
Step 4	\$37.88	\$39.02	\$40.19	\$41.39
Step 5	\$44.30	\$45.63	\$47.00	\$48.41
SERGEANT	\$51.06	\$52.59	\$54.17	\$55.79
LIEUTENANT	\$57.54	\$59.27	\$61.04	\$62.88

POLICE OFFICER

	Probationary	Step-1	Step-2	Step-3	Step-4	Step-5
Hourly	24.01	26.22	28.33	31.15	35.88	41.96
Biweekly	1,921.01	2,097.74	2,266.25	2,492.30	2,870.42	3,357.05
Annual	49,946.36	54,541.34	58,922.60	64,799.90	74,631.02	87,283.25

SERGEANT

Hourly	48.36
Biweekly	3,869.15
Annual	100,598.00

LIEUTENANT

Hourly	54.50
Biweekly	4,359.89
Annual	113,357.09

EFFECTIVE JANUARY 1, 2017

POLICE OFFICER

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	24.67	26.94	29.11	32.01	36.87	43.12

Biweekly	1,973.84	2,155.43	2,328.58	2,560.84	2,949.36	3,449.37
Annual	51,319.89	56,041.23	60,542.98	66,581.90	76,683.38	89,683.54

SERGEANT

Hourly	49.69
Biweekly	3,975.56
Annual	103,364.45

LIEUTENANT

Hourly	56.00
Biweekly	4,479.78
Annual	116,474.41

EFFECTIVE JANUARY 1, 2018

POLICE OFFICER

	Probationary	Step-1	Step-2	Step-3	Step-4	Step-5
Hourly	25.35	27.68	29.91	32.89	37.88	44.30
Biweekly	2,028.12	2,214.71	2,392.61	2,631.27	3,030.47	3,544.22
Annual	52,731.19	57,582.36	62,207.91	68,412.90	78,792.17	92,149.83

SERGEANT

Hourly	51.06
Biweekly	4,084.88
Annual	106,206.97

LIEUTENANT

Hourly	57.54
Biweekly	4,602.98
Annual	119,677.45

13.2 Pay Plan. The following shall apply to advancement from Step 1 to Step 5 in the rank of Police Officer and advancement from Probationary Step to Step 5 in the rank of Police Officer:

- A. Probationary Step shall be the hiring step for the rank of Police Officer for those Members who are not certified peace officers. A Member becomes eligible and shall be advanced by the Safety Director to Step 1 on the first day following completion of one (1) year of continuous service following completion of field training. ~~at the Probationary Step.~~
- B. A Member becomes eligible and shall be advanced by the Safety Director to Step 2 on the first day following completion of one (1) year of continuous service at Step 1.
- C. A Member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following completion of one (1) year of continuous service at Step 2.
- D. A Member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following completion of one (1) year of continuous service at Step 3.
- E. A Member becomes eligible and shall be advanced by the Safety Director to Step 5 on the first day following completion of one (1) year of continuous service at Step 4.
- F. The wage step advancements as prescribed in this Article shall be mandatory.
- G. References in this Contract to Step 1 or the Probationary Step are provided only for reference and are not to be viewed as indicative of any representation made by the Lodge or the City that the Lodge had or has any role to play in the hiring or recruiting of Police Officers.

13.3 Pension Pick-up (Salary Reduction Method). The full amount of the statutorily required employee contribution to the Police and Fire Pension Fund ("The Fund") shall be withheld from the gross pay of Members, shall be "picked-up" by the City, shall be designated as public employee contributions, and shall be in lieu of contributions to the Fund 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 the Fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

13.4 Promotional Probationary Period Excluded. No Member who is promoted to a higher rank shall be required to serve a probationary period following promotion; Members may only be reduced in pay or position for just cause.

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

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

The annual longevity payments shall be made to a Member, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after the Member's anniversary date each year. The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Upon termination for any reason a Member who is eligible for longevity pay under this Section (or, in the event of death, the surviving spouse or secondarily, the Member's estate) will be paid, as part of the Member's terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during said partial year since the Member's last anniversary date, except that payment for a Member killed in the line of duty shall be paid for a full year of longevity.

ARTICLE 14

SHIFT DIFFERENTIAL

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

Amount Per Hour
\$1.10

14.2 Eligibility. Shift differential pay shall be paid for all work hours from 3:00 p.m. to 7:00 a.m. Shift differential pay shall be paid only for actual hours worked and shall not be paid in addition to regular pay for any hours of leave with pay, except that shift differential shall be paid for injury leave if their normal shift hours would have been under normal shift differential hours. Under the terms of this article, if authorized over-time occurs as a continuation of the regular workday, the shift differential shall be paid for each hour of overtime worked (even if the overtime occurs after 7 a.m.), and the shift differential pay shall be added to the straight-time hourly rate prior to computing the overtime rate.

14.3 Method of payment. Shift differential pay will be paid bi-weekly.

ARTICLE 15
CLOTHING AND EQUIPMENT ALLOWANCE

15.1 Initial Issue. Upon initial appointment to the Division of Police, each new Member shall be issued all uniform parts and equipment, as defined in General Order 41.2.14, and all equipment required by the basic academy.

15.2 Recruit Criteria. A recruit shall not receive the first semi-annual payment of the annual clothing and equipment allowance which follows his or her date of hire. On the date upon which the recruit would otherwise receive the next semi-annual clothing and equipment allowance, the Member shall, in lieu thereof, receive a payment equal to the number of completed pay periods between the new recruit's date of hire and the first semi-annual clothing and equipment allowance payment date thereafter times \$46.15. A new recruit shall receive the third and all subsequent semi-annual payments.

15.3 Annual Allowance.

- A. All Members assigned to a uniformed assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- B. All Members assigned to a plainclothes assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- C. When a Member is reassigned from a uniform assignment to a plainclothes assignment, that Member may at his or her option, receive at the effective date of that transfer, a semi-annual uniform allowance of \$600.00. Any Member who elects to receive the semi-annual uniform allowance at the time of transfer shall not receive the next regularly scheduled semi-annual uniform allowance.
- D. The uniform allowance is for purchase and maintenance of all uniforms.
- E. The January 30th payment will cover the time period from July through December of the preceding year. The July 30th payment will cover the time period from January through June of the current year.

15.4 Terminal Pay: Prorated Payments. Upon termination for any reason, Members who are eligible for the uniform and equipment allowance will be paid as part of their terminal pay, the final partial year allowance on a prorated pay basis. Prorated payment is based upon the number of completed pay periods in the payroll year. The prorated payment shall be as follows:

1. For uniformed assignments, \$46.15 per completed pay period.
2. For plainclothes assignments, \$46.16 per completed pay period.

15.5 Required Purchases. Members shall be required to purchase uniform parts and equipment as defined in General Order 41.2.14. Members in the Detective Bureau shall receive the uniform and equipment allowance and will be expected to purchase the needed clothing to function in plainclothes assignments. The cost of approved bullet-proof vests shall be paid by the City, and shall be replaced, pursuant to manufacturer specifications, at no cost to the Member. Members shall select a bullet resistant vest from a list approved by the Chief when their original issue vest has reached its manufacturer's recommended life expectancy limit.

Whenever the Division of Police changes the uniform and equipment requirement, the City shall furnish the initial issue of said new or changed clothing and equipment at no cost to Member.

15.6 Damaged or Lost Uniform Parts or Equipment. Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City. Members shall have any personal items damaged or lost in the line of duty replaced by the City at no cost to Members. Reimbursement for non-prescription sunglasses shall be limited to seventy-five dollars (\$75.00). Watches shall be reimbursed in the amount of forty dollars (\$40.00). Members will turn in any damaged personal items. The City may require the Member to show just cause why that personal item was being used by the Member in the line of duty. Any personal item damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City.

ARTICLE 16

HOURS OF WORK OF OVERTIME

16.1 Definitions. For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard workday shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off.

Except as set forth in Section 16.6 below, "paid status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military, compensatory and sick leaves.

16.2 Compensation. Compensation shall be paid to every Member on a biweekly basis. Disbursements of pay checks will be on alternate Fridays for all compensable time for the 80 hour period ending on midnight of the Friday that proceeds the pay day Friday.

16.3 Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status totaling in excess of the eight (8) or ten (10) hours standard workday and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one half times the Member's regular straight time hourly rate.

16.4 Overtime Absence. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave.

16.5 Compensatory Time. A Member may, in lieu of overtime pay, accumulate and use a maximum of eighty-one (81) hours of compensatory time during each calendar year. If a Member does not use all of the Member's accumulated compensatory time on or before December 31, the accumulated but unused compensatory time shall be paid to the Member at the Member's rate of pay in effect on December 31, with such payment occurring no later than the pay date at the end of the first full pay period in January. Should a Member be separated from service for any reason, the Member shall be paid the Member's accumulated but unused compensatory time at the Member's rate of pay at the time of separation. All compensatory time off requests are subject to supervisory approval by reference to the number of Members permitted to take vacation or compensatory leave, as established in Section 19.4(F). ~~If a compensatory time off request is submitted seventy-two (72) hours or more in advance and the conditions of Section 19.4 (F) are satisfied, the compensatory time off request shall be granted. If such compensatory time off request is submitted less than seventy-two (72) hours or more in advance, such compensatory time off request may be denied at the sole discretion of the City.~~

Members may submit a request to convert compensatory leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted compensatory leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion.

16.6 Investigative Subdivision On-Call Status

Should the City require the Investigative Subdivision to cover time periods for which there is no normally assigned Member, the City agrees to pay the total sum of one (1) hour of pay per day to the Member of the Investigative Subdivision designated to serve in the on-call status. This payment shall be made paid as part of the Member's bi-weekly paycheck. The City agrees that should it desire to change scheduling and staffing such that the Investigative Subdivision is not regularly required to serve in an on-call status, the City shall provide at least six months' notice to the Lodge.

16.7 Field Training Officer Any Patrol Officer Member assigned as a Field Training Officer who is assigned a trainee in other than a nominal or de minimis capacity, shall receive an additional \$2 per hour for all hours spent as a Field Training Officer.

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

- A) The substitution must be approved in advance by the supervisor of the Member who is seeking to find a substitute for the Member's hours;
- B) The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime, and shall not result in the payment of shift differential or other premium to a Member who otherwise does not receive that premium;
- C) The substitution may not result in the Member working back-to-back shifts; and
- D) The Member who agrees to substitute for another Member shall be held responsible for a failure to report, tardiness, absence, etc., as if it were the Member's regularly scheduled shift.

~~The City agrees during the life of the Contract that no Member employed as of December 31, 1999 will be laid off.~~

ARTICLE 17 REPORT IN, CALL IN, AND COURT PAY

17.1 Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time.

17.2 Court Time. Members who are required to make work related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled shift hours. When such court appearances are not during a Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1 1/2) times the Member's hourly rate for each such hour worked, but the Member shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Members' required appearance in any administrative hearing.

17.3 Court Stand-By.

- A. When a Member is issued a stand-by subpoena, and is required to be on stand-by status for court appearances, away from the Member's work, and outside of the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such stand-by status at the Member's regular straight-time rate of pay. If a

Member is required to make a court appearance, Section 17.2 shall apply and the Member shall not be entitled to stand-by pay.

If a Member receives a subpoena marked "stand by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between ~~12:15 p.m. 00 a.m.~~ and 12:4500 p.m. (~~noon~~) to see if the Member is required to appear in court, on said subpoena case. If the Member is advised the Member is not needed to appear in court, the Member shall request the "call for service dispatch number." This number shall be recorded by the Member on the Member's payroll time sheet the Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court stand-by pay.

ARTICLE 18 HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Day	January 15
President's Day	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	Day upon which City schedules Fireworks ¹
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Member's Birthday	
Any special holiday proclaimed by the City Administrator.	

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

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

¹ If the City does not schedule fireworks, the date of July 4 will be the date for celebration of Independence Day.

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

18.3 Payment for Actual Working on Holidays If a Member is scheduled to work on one of the aforementioned holidays and the Member does work, the Member will be paid one and one half times (1 ½) the Member's regular hourly rate in addition to the Member's holiday pay in Section 18.2. If a Member is required to work mandatory or approved overtime on the day upon which the July 4 holiday is celebrated, the Member shall be paid three (3) times the Member's regular rate of pay for overtime hours worked on this holiday. These payments shall be made with the Member's regular pay.

ARTICLE 19 VACATION LEAVE

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

19.2 Conditions of Accrual. Each Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 19.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

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

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

19.4 Maximum Accrual of Vacation.

Years of Service	Maximum Accrual of Vacation Hrs.
1 yr. 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 yrs.	600 hours
18 yrs.	720 hours

- A. At the end of each vacation year, Members shall be paid for any vacation balances in excess of the maximums fixed by this Article.
- B. A Member who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to the Member's credit, shall be paid in a lump sum for such unused vacation leave.
- C. When a Member dies while in paid status in the City service, any unused vacation leave to the Member's credit shall be paid in a lump sum to the Member's spouse, or secondarily the Member's estate, at the rate of pay in effect at the time of the Member's death.
- D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief or designee.
- E. Vacation leaves may be taken in multiples of one-half (1/2) hour.
- F. Except as provided in this paragraph, one Sergeant and one Officer two (2) Members per shift shall be permitted to be on vacation leave or compensatory time leave at the same time. If no Sergeant has scheduled vacation, two Officers per shift shall be permitted to be on vacation leave or compensatory time leave at the same time. , regardless of any other leaves on that shift. Additional members shall be permitted to be on vacation leave beyond the numbers set forth in this provision should staffing requirements permit. A request to use vacation/compensatory time leave may be denied, or vacation/compensatory time leave that was previously approved may be canceled, by the Chief or designee if an unforeseen law enforcement emergency (e.g., natural disaster, large demonstrations or civil disturbances, etc.) requires off-duty Members to report for duty. Vacation leave also may be reduced to one (1) or no (0) Members per shift for no more than 14 occasions or events, including in-

service training (which shall be counted as one event per training session) on a limited number of pre-designated days, which shall be established annually by the Chief in consultation with the Lodge. The City and the Lodge agree that, in the discretion of the Chief, if staffing permits, additional Members may be permitted to schedule vacation on a day previously designated as a day on which limited vacation was allowed.

- G. When two or more Members request the same vacation time and operational needs require the limitation of the number of Members who can be off, the Member with the greater seniority will be given first choice, except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.
- H. Each Member employed by the City as of July 1, 1988 will accrue vacation leave by pay period based on total years of service which is established in the schedules contained in 19.3 of this Article. The years of total service is defined to be years accumulated from all periods of employment with the City, the State of Ohio, and any other political subdivision in Ohio. Anyone who becomes a Member after July 1, 1988 will only accrue vacation leave based on a total years of service with the City.

19.5 Conversion of Accrued Vacation. Members may submit a request to convert vacation leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted vacation leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert vacation if such conversion will leave less than eighty (80) hours of accrued vacation time in the Member's vacation bank.

ARTICLE 20

SICK AND INJURY LEAVE

20.1 Sick Leave Accumulation. Each full time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Member's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence for previously scheduled work.

When a Member first is employed by the City, the Member shall be advanced sick leave to the Member's credit in an amount equivalent to 120 hours.

Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have to be worked to earn the amount of sick leave advanced.

Any Member employed prior to July 1, 1988 shall be allowed to carry over any unused and unpaid sick leave from prior service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid as part of a Member's terminal pay. However, the Member may elect to use such sick time prior to using any time accrued from the City. Any Member employed after July 1, 1988 will only carry over sick leave from prior service with the City.

20.2 Sick Leaves Usage. Members may use sick leave, upon approval of the Chief or designee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Chief); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family.

Immediate family for purposes of this Section is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister.

A Member shall furnish a satisfactory written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

20.3 Sick Leave Conversion. Members may submit a request to convert sick leave to paid compensation at the Member's regular straight-time rate of pay at any time, and at the rate of two (2) hours of unused sick leave for one (1) hour of paid compensation. Payment for converted sick leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert sick leave if such conversion will leave less than three hundred sixty (360) hours of accrued sick leave the Member's sick bank.

20.4 Cash Payment for Sick Leave Credit. Members shall, at the time of their retirement or resignation in good standing, receive payment based on the Member's straight-time rate of pay at retirement or resignation for one-half (1/2) of the accumulation in excess of 360 hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of injury sustained in the course of the Member's employment the Member's

spouse, or secondarily the Member's estate shall be paid, on a day for day basis, for the Member's unused sick leave at the rate of pay in effect at the time of the Member's death.

20.5 Donated Sick Leave

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

1. Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;
2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; leave balances must first be exhausted;
3. Has not been offered non-work related Transitional Duty; and
4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure

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

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

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

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

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

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

D. Donating Sick Leave - A Member 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 and forty (240) hours after deduction of the hours offered for donation; and

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

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

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
2. A Member receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.
3. Sick leave shall be deducted from donating Members proportionately from all donated hours and credited to the receiving Member's account on pay day up to the amount necessary for the member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating member.
4. A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

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.

5. No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A member may not apply for donated leave more than once in any twelve (12) month period.
7. No Member may donate more than 40 hours to another Member in a calendar year.
8. The Administrative Assistant or the Chief of Police shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall

be strictly voluntary. No Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

20.6 Injury Leave. Each Member who is disabled from performing the duties of the Member's employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Member by the sick leave provisions hereof, injury leave at the Member's straight-time rate of pay and any applicable shift differential. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury, but for no more than six (6) months (1,040 hours).

To be eligible for injury leave, the Member must present physician certification of the injury and the cause of the injury. In addition, the Member must present physician certification that the Member is fit to return to work prior to returning to work. Any limitations on the Member's ability to perform the Member's job duties must be set forth in the physician certification. The Director of Public Safety may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment. A Member is not eligible for injury leave if the Member is receiving workers' compensation benefits.

ARTICLE 21 SPECIAL LEAVES

21.1 Special Leave. In addition to other leaves authorized herein, the Chief of Police may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed ten (10) calendar days of any calendar year. The Chief of Police may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the Member and which will benefit the Member and the City; urgent personal business requiring the Member's attention for an extended period, such as settling an estate, liquidating a business and for other purposes beneficial to the City.

21.2 Jury Duty Leave. A Member, while serving upon a jury in any court of record will be paid the Member's regular wages for each workday during the period of time so served for up to 8 weeks less whatever amount such Member may receive as compensation for the Member's services as a juror. Time so served shall be deemed active and continuous service for all purposes.

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

21.4 Military Leave. Sworn officers of the Division of Police who are Members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corp. Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence in accordance with this Section.

- A. Paid Leave.** A Member shall be granted leave with pay when ordered to active military duty or required training. Such paid leave shall not exceed twenty-two (22) days (176 hours) per year, and the rate of pay for leave so taken shall be the Member's regular wages.

Where it is to the advantage of the City, and on the approval of the Chief, additional leave may be granted up to fifteen (15) additional calendar days per year.

If the military active duty exceeds 22 days (176 hours) in a calendar year, the Member shall be paid the difference between the Member's regular straight-time wages and the military pay for all days in excess of 22 in the calendar year.

As directed by the City, the Member shall submit to the City the Member's orders to active duty and the Member's record of military pay.

Typically, use of this Section under normal non-emergency circumstances shall be for approximately two-week "summer camps" Members of the reserve components of the United States Armed Forces are required to attend. To receive compensation under this Section, the Member's military service must meet the definition of "active duty" given in 32 United States Code 101(12).

- B. Military Leave Without Pay.** A Member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible Member shall lose the Member's rank, or seniority enjoyed at the time of the Member's enlistment, induction or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional Member at the time of entering active military service shall not be entitled to restoration to the Member's position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
2. Any Member who has entered the service as stated above, upon the Member's Honorable Discharge from the service and establishment of the fact that the Member's physical and mental condition has not been impaired to the extent of rendering him or her incompetent to perform the

duties of the position, shall be returned to the positions the Member held immediately prior to the Member's enlistment or induction into the service or to a position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.

3. Any Member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise the Member's restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
5. Any Member transferred or advanced to a position by reason of vacancy caused by a Member serving in the Armed Forces shall be returned to the position the Member held before said transfer or advancement, or to a position of equal rank or grade upon the return of the Member from service.
6. A Member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a Member into military service, upon the return of that Member from the service, shall be placed on an eligible list in the order of the Member's original position.
7. In any case where two (2) or more Members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the Member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other Member or Members to be restored.
8. Where services in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
9. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

C. **Return from Military Leave.** Whenever a Member returns from military leave the Member shall be restored in the Member's former position at the step which corresponds to the step the Member received at the time of the Member's departure and in addition, shall be granted any pay increases to which the Member would have been entitled had the Member not entered military service.

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

ARTICLE 22 INSURANCE

22.1 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 effective January 1, 2016 ("Consortium Plan"). 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 level 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.

22.2 Vision Care Plan. The City will maintain vision coverage for all Members in a manner which is at least equivalent to the vision care plan in effect on January 1, 2016.

22.3 Dental Care Plan. The City will maintain dental coverage for all Members in a manner which is at least equivalent to the dental care plan in effect on January 1, 2016.

22.4 Life Insurance. The City will maintain life insurance in the amount of the Member's gross annual base salary or \$75,000, whichever is higher.

22.5 Prepaid Legal Services. The City will maintain the prepaid legal service coverage for all Members, with the City paying all premiums.

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

22.7 Member Premium. Members will pay ten percent (10%) of the cost of all insurance set forth in Sections 22.1, 22.2, 22.3, and 22.4 of this Article. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per year. These amounts paid by Member will be reduced from the Member's gross wages for tax purposes. Effective January 1, 2018 members will begin to pay fifteen percent (15%) of the cost of all insurance set forth in Sections 22.1, 22.2, 22.3, and 22.4 of this Article. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per

year. These amounts paid by Member will be reduced from the Member's gross wages for tax purposes.

22.8 High Deductible Plan Funding. The City will fund any High Deductible Plan annually at eighty percent (80%).

22.9 Members Declining Health Insurance, Major Medical and Hospitalization.

Members electing to decline health insurance coverage (as established in Section 22.1) for the following calendar year, shall receive the following payment in December of that calendar year:

- A. Members eligible for family coverage but declining all coverage -- \$2,300.00
- B. Members eligible for family coverage but accepting single coverage -- \$1,300.00
- C. Members eligible for single coverage but declining all coverage -- \$1,300.00
- D. Elections to decline coverage shall be made [during open enrollment for the following calendar year].
- E. Members whose spouse is eligible for health insurance and takes the plan provided by the City, shall not qualify for the payment.

It is the City's intent to offer a HDHAP only for the duration of this contract. However, if during the term of this Agreement, the City makes available a new or additional health insurance option to any group of City employees, the Members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

**ARTICLE 23
PERSONAL EXPENSES**

23.1 Personal Expenses. The following shall apply as to personal expenses incurred by a Member related to travel, etc. on City business:

- A. Any Member, whenever authorized by the Chief, or designee, to engage in official daily business for/on behalf of the City will be reimbursed for all expenses incurred. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. This reimbursement for any expenses shall include but not be limited to the pay for the use of private vehicles at the rate allowed by the Internal Revenue Service regulations for reimbursement.
- C. Any Member may request prepayment of any expenses. Such request shall be authorized by the City Administrator and submitted to the Director of Finance for

approval with such supporting data as the Director requires within thirty (30) calendar days following the expenditure. Reimbursement shall be made to the Member within thirty (30) calendar days of the Member's request for reimbursement.

- D.** Reimbursements other than those included in this Section shall be specifically authorized by Council.

Reimbursements made hereunder shall be treated as required by Internal Revenue Service regulations.

ARTICLE 24 WORKING OUT OF RANK

24.1 Eligibility. A Member who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of rank above that which the Member normally holds, shall receive payment consistent with the higher rank while so acting. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher rank.

24.2 Payment. A Member who is assigned to a higher rank, consistent with the provisions of this Article will receive the wages of the higher rank for hours worked in the higher rank. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original straight-time rate, except that if a Member serves in a higher rank because of a permanent vacancy in the higher rank or during an absence of an incumbent for four or more work weeks, hours in paid status while on approved leave will be paid at the straight-time rate of the higher rank. The calculation of severance pay or other end of employment pay will be made using a Member's original straight-time rate prior to the Member working out of rank.

ARTICLE 25 MISCELLANEOUS

25.1 Ballot Boxes. The Lodge shall be permitted, with the prior notification to the Chief, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all Lodge issues subjected to ballots. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballot shall be subjected to the City's review.

25.2 Bulletin Boards. The Lodge shall be permitted to maintain the current Lodge bulletin boards at Police Headquarters.

25.3 Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for Members to safely carry out the Member's duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for

properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

25.4 Lodge Officials Roster. The Lodge shall provide to the City an official roster of its Members who are or become Lodge officers and representatives within thirty (30) days of any change. The official roster will include the Member's name and Lodge office held.

25.5 Layoffs. Layoffs and reinstatements from layoffs shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all sworn officers.

Pursuant to the Civil Service Commission layoff procedure, any sworn officer that has been bumped to a lower rank, shall be reinstated to a vacancy in the Member's prior rank before any laid off officers shall be reinstated to a position in that rank.

25.6 Purchase of Duty Weapon. Upon a Member's retirement from the Division in good standing, a Member shall be allowed to purchase the Member's duty weapon from the City for a payment of \$1.00.

25.7 Contract Copies. As soon as possible following the signing of this Contract, the City will provide each Member, either a copy of this Contract at the City's expense or make the Contract available on-line or in electronic form.

ARTICLE 26

TUITION REIMBURSEMENT

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

- A.** All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief or the Chief's designee. All courses are subject to approval by the Chief. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. All scheduled times of courses must be approved by the Chief. Any situation which, in the discretion of the Chief, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.
- B.** Any financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.

- C. 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 Chief of Police. Reimbursement shall be made within sixty (60) calendar days of the date the Member complies with the provisions of this Section.
- D. Reimbursement for tuition, registration fees, required course materials and books shall be granted up to a maximum of ~~Four-Five~~ Thousand ~~Five Hundred~~ Dollars (\$~~5,000.00~~~~4,500.00~~) per calendar year.
- E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to continue employment with the City for the two (2) years following completion of the Member's course work, or repay any tuition reimbursement received within the last two (2) years prior to separation, except in the case of disability retirement or full service retirement.

ARTICLE 27

FAMILY AND MEDICAL LEAVE

27.1 Family and Medical Leave Act (FMLA) Leave. Members shall have such right and options as are guaranteed to them by the Family and Medical Act and the City shall have such rights and options as are allowed to it by the Family and Medical Leave Act and may exercise them without need for further bargaining.

A Member utilizing FMLA leave must first use paid sick time (if applicable) concurrently with FMLA leave before going on unpaid FMLA leave. Employees are permitted to use vacation and compensatory time concurrently with FMLA leave after the exhaustion of accrued sick leave.

Members who take FMLA leave because of their own serious health condition shall be required to obtain and present a certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work.

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

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

~~A. — The birth of a child and in order to care for that child. This leave must be taken during the 12 months period immediately following the birth of the child;~~

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

~~C. — To care for a spouse, child or parent (“covered family Member”) with a serious health condition;~~

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

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

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

~~27.2 Definitions:~~

~~For the purposes of this Article:~~

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

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

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

~~D. — “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves:~~

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

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

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

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

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

~~6. — Prenatal care by a health care provider.~~

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

~~27.3 12 Month Leave Period. The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.~~

~~27.4 Leave Use. FMLA leave may be taken intermittently or on a reduced leave schedule, at the Member's option, to care for a family Member with a serious health condition or for the Member's own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a Member's usual number of working hours per work week, or hours per work day.~~

~~27.5 Return From Leave. Upon return from FMLA leave, the Member shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.~~

~~27.6 Servicemember Care Leave Extension. For servicemember care leave only, the Member is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstances is any~~

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

~~27.7 Insurance Benefits. During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Member prior to FMLA leave shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan premiums from the Member if the Member fails to timely make such payments during the unpaid FMLA leave.~~

~~27.8 Seniority. During an FMLA leave, a Member shall continue to accrue seniority and continuous service, during paid and unpaid status.~~

~~27.9 Substituted Paid Leave.~~

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

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

~~27.10 Notice Requirements. A Member shall provide the City at least thirty (30) calendar days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) calendar days notice is not practicable, notice must be given as soon as practicable. This notice may either be verbal or in writing, and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Member should consult with the City and make a reasonable effort to schedule the leave as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the Member fail to give thirty (30) calendar days notice for foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of FMLA leave until at least thirty (30) calendar days after the date the Member provides notice to the City for the need of FMLA leave, provided that the Member has actual notice of the FMLA notice requirements. Where the Member uses substituted paid leave, the notice requirements applicable to such leave shall apply.~~

~~27.11 Medical Certification Requirement. The following certification requirements shall apply to FMLA leave requests:~~

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

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

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

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

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

~~27.12 Periodic Report. — The City may require a Member on FMLA leave to report periodically on the Member's status and intent to return to work, such reporting periods shall be reasonable. If a Member gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Member to work ceases.~~

~~27.13 Fitness For Duty Report. — A Member who takes FMLA leave because of the Member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work. The City may seek fitness for duty certification only with regard to the particular health condition that caused the Member's need for the FMLA leave. If a Member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the Member submits the certification.~~

ARTICLE 28
HEALTH AND PHYSICAL FITNESS

28.1 Scope. The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness.

While the health and physical fitness program is voluntary for all Members, all Members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those Members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during a semi-annual fitness evaluation, will be eligible for special recognition and incentives.

28.2 Program Design. Each Member will have two opportunities to participate in the Physical Fitness Testing (PFT) program each year. If a Member chooses to participate, the Member is required to do the following in conjunction with the PFT program.

Upon satisfactory completion of the PFT, if the Member meets or exceeds the established standards for special recognition or incentive, the Physical Fitness Officer will notify the Division of Police that the Member has met the standard.

~~**28.3 Health and Wellness Educational Program.** Annually, a Health and Wellness Educational Program consisting of information about the benefits of improved health and fitness, wellness, good nutritional habits, etc. will be presented by an expert in the field.~~

28.4 Physical Fitness Test (PFT). The Physical Fitness Test will be administered twice a year by a Physical Fitness Officer selected by the City and members shall be given the opportunity to participate in all phases of the PFT while in paid status. The PFT will consist of the following phases:

- A. Flexibility. Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Members will be evaluated in this event in accordance with standards set forth in the Physical Fitness Manual.
- B. Upper Body Strength. Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- C. Lower Body Strength. Lower Body Strength will be determined by a one repetition leg press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- D. Abdominal Strength and Muscle Endurance. Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups and push-ups performed according to established protocol. Members will be given one (1)

minute to complete the sit-ups and one (1) minute to complete the push-ups. The standard sit-up technique is required for this test: lying flat on back on floor with knees elevated to 90 degree angle, feet flat on floor, arms crossed across chest, rising until arms touch thighs or knees. Members will be evaluated in this event in accordance with the Physical Fitness manual.

- E. Cardio Respiratory Endurance (Aerobic Fitness). Test of aerobic capacity will be determined through the performance of a one and one-half (1½) mile run.

28.5 Confidentiality. This program is designed to educate and encourage Members to maintain good health and physical fitness. All records shall be maintained by the Physical Fitness Officer. Periodic composite information (not traceable to individual Member's performance) concerning the overall health and fitness levels of Members who participate will be provided to the City.

28.6 Incentive Program. Members who satisfactorily complete the program requirements and are rated as either Level I (greater than the 50th percentile in 4 of the 5 non-cardio phases and greater than the 40th percentile in the cardio phase), Level II (greater than 50th percentile in all phases and an overall average score of 50% - 89%) or Level III (greater than 50th percentile in all phases and an overall average score of 90% or greater) Star Award in every phase of the Physical Fitness Test are eligible to participate in the Incentive Program.

The Incentive Program has three (3) components:

- A. Members who are rated as Level I as prescribed, or Level II or Level III in all phases of the PFT will receive incentives as follows:
 - (1) Members who are rated at Level I as defined in this article will receive incentive of four (4) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (2) Members who are rated at Level II in all phases of the PFT will receive incentive of eight (8) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (3) Members who are rated at Level III in all phases of the PFT will receive incentive of sixteen (16) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (4) Members are eligible to receive only the incentives set forth in (1), (2) or (3) above, as applicable, but not multiple awards.

Members attempting the PFT in the spring may attempt a second qualification in the fall. If the member qualifies at a higher level in the fall, they will receive the difference in incentive from the spring to the fall qualification.

- (5) Members must re-qualify for incentives each year, meeting Level I, Level II or Level III standards in all phases.

B. Incentive Recognition Awards. Members who are rated as Level II or Level III in all phases of the PFT will be eligible to receive and wear the following awards:

- (1) Members who are rated at least Level II in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.
- (2) Members who are rated at least Level III in each phases of the PFT will receive a Physical Fitness Award Ribbon with a Star, to denote superior fitness levels.
- (3) Members receiving the incentive awards set forth in (2) and (3) above shall be eligible to wear said awards until the Member fails to meet Level II or III standards in all phases during the PFT in the following year.

ARTICLE 29

SUBSTANCE ABUSE AND TESTING

29.1 Purpose. The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present a reasonable likelihood of risk to members, the general public or other employees of the City;
- B. Providing assistance to a member with drug or alcohol dependency problems; and
- C. Disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

29.2 Responsibility. Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to

initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

29.3 Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means that the member is or would be adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.
- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and (3) prescribed drugs not being used for prescribed purpose. Illegal drug includes, without limitation, cannabis, cannabis derivatives, and cannabinoids.
- D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is or would be adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

29.4 Prohibited Conduct. For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;
- B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or
- C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

29.5 Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of **29.4. Prohibited Conduct.**

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to their assigned duties. If the test results are positive the member will be placed on sick leave and begin the provisions of 29.13. Discipline/Rehabilitation Options. If a member exhausts their sick leave bank; vacation, comp time, and holiday leave may be used. Should all leave banks be exhausted the member shall not lose seniority.

29.6 Random Testing. Every member shall submit to random testing as directed by the City. All such tests will be unannounced and performed at reasonable intervals throughout the workday, workweek and year. Whenever a member is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. A member who refuses to submit to a test will be subject to discipline, up to and including discharge.

The annual number of such random tests shall not exceed 2050% of the number of members covered by this Contract as of January 1 of any given year. The City shall contract with an outside vendor who shall select members for random testing using a scientifically valid method from an updated list of all members supplied by the City.

29.7 Post-Accident. Members shall be subject to a drug and alcohol test when involved in an accident which results in more than \$1000 worth of property damage or for which there is a reasonable belief that drugs or alcohol contributed to the accident.

29.7 Order to Submit to Testing. A member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may subject a member to discipline, including discharge. By taking a test, a member does not waive any objection or challenge he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to a test, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order.

29.8 Testing Determination – Reasonable Suspicion. Upon determining that a member must submit to a reasonable belief test or an unannounced test under **29.7. Order to Submit to Testing**, for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

The fact that a member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

29.9 Testing Determination – Random Testing. Upon determining that a member must submit to a random test under **29.6. Random Testing** for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

If a member selected for random testing is on vacation, temporary layoff, medical leave or otherwise not at work, the member must be referred for a random test upon his/her return to work. The City will not skip or select an alternate in the event a selected member is unavailable for testing on any particular day during the random selection period.

29.10 Collection Site/Laboratory.

- A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as said Guidelines are in effect on January 1, 2005.
- B. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.
- C. For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, as said procedures are in effect on January 1, 2015, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing. No other requirements or limitations set forth in 49 CFR Part 40 shall be controlling on the City, collection site, or the laboratory including without limitation on the types of illegal drugs that may be tested for, other than the testing procedures, including evidentiary chain of custody and control and split sample specimen collection and transfer.

- D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

29.11 Testing Procedure.

- A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 l. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 l. of breath, the confirmatory test shall be considered negative.
- B. For drug testing, urine samples shall be provided.
- C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.
- D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

- E. With regard to drug tests, if the test results are positive, and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, Human Resources Coordinator shall be notified and the Human Resources Coordinator shall in turn contact the member and the Chief. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement. If the member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the member requests the testing of the sample within the second container and it is also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.
- F. The City shall provide each member tested with a copy of all information and reports from the collection site and laboratory in connection with the testing and results.
- G. The M.R.O. shall maintain his or her office in Franklin County, Ohio or an adjoining County.

29.12 Voluntary Request for Assistance. A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a random, unannounced, or reasonable belief test shall not be subject to discipline but the member shall comply with **29.14 Referral to Treatment.**

29.13 Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in **29.12. Voluntary Request for Assistance**, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of **29.4. Prohibited Conduct** shall be held in abeyance pending completion by the member of a treatment program and mandatory random drug testing for a period of thirty-six (36) months. If the member successfully completes a treatment program, random drug testing, and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a member's violation of **29.4. Prohibited Conduct.**

A member serving his or her initial probationary period may be discharged, without referral to a treatment program, at the sole discretion of the City.

29.14 Referral to Treatment. Where the member seeks or is offered the option for treatment under **29.12. Voluntary Request for Assistance** or **29.13. Discipline/Rehabilitation Options**, and the member accepts this referral, the member must:

- A. Agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;
- B. Discontinue use of illegal drugs or misuse of legal drugs or alcohol;
- C. Agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;
- D. Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,
- E. Agree to submit to unannounced testing during treatment and up to six (6) times during the eighteen (18) month period following the date upon which the member was tested.

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

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

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

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

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

ARTICLE 30

DURATION OF CONTRACT

30.1 Duration. All provisions of this Contract become effective upon ratification, unless otherwise specified in this Contract, and shall continue in force and effect until midnight December 31, 2022+8.

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

Signatures.

30.3. Signed and dated at Grove City, Ohio on this _____ day of _____, 2020~~16~~
by the authorized representatives of the City and the Lodge.

FOR THE CITY:

FOR THE LODGE:

Richard Ike Stage
Mayor, City of Grove City

Jason Papas
President, Capital City Lodge No. 9

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

~~Officer Douglas Stonerook~~
Grievance Chairman

Stephen J. Smith, Jr. Esq., Team Member

~~Jeff Simpson, Team Member~~
Capital City Lodge

0127128.0607518 4852-6519-28844852-6519-28844852-6519-28844852-6519-28844852-6519-28844841-6041-9200vla