ORDINANCE C-21-26

AN ORDINANCE TO AUTHORIZE THE MAYOR AND THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1116, OHIO COUNCIL 8, AFL-CIO

WHEREAS, a new agreement has been negotiated between the City and the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO; and

WHEREAS, the present agreement with AFSCME Local 1116, Ohio Council 8, AFL-CIO expired at midnight on April 20, 2025; and

WHEREAS, the AFSCME Union ratified the proposed agreement on April 21, 2026.

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

SECTION 1. The Mayor and City Administrator are hereby authorized to enter into the agreement, attached hereto as Exhibit A, with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. The agreement shall be effective from April 21, 2025 to midnight April 20, 2028.

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

Ted A. Berry, President of Council

Passed: 06-01-2026
Effective: 07-01-2026

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Michael A. Turner, Director of Finance

EXHIBIT A

C-21-26

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Grove City

and

Local 1116, Ohio Council 8

American Federation of State, County and Municipal Members

AFL-CIO

April 21, 2025, through April 20, 2028

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ARTICLE 1 - AGREEMENT

This contract is made and entered into this 21st day of April 2025, between the City of Grove City, hereinafter referred to as the "City", and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Members, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

In accordance with certification of the State Employment Relations Board, Case no. 85-RC-04-3363, and all subsequent amendments, the City recognizes the Union as the sole and exclusive collective bargaining agent for wages, hours, terms, and other conditions of employment, for service, clerical, and maintenance employees of Grove City including Account Clerk, Account Specialist, Service Technician, and excluding all sworn Police Officers and Communication Dispatchers in the Police Division, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code. The term "Member" as used herein shall be interpreted to mean any employee eligible to join the Union, whether they chose to do so or not.

ARTICLE 3 - MANAGEMENT RIGHTS

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

Section 2. The rights, powers, and authorities mentioned in Section 1 above shall include, but shall not be confined to, the following:

A. The right to manage and control the business and operation of the city and to determine all locations for city facilities and equipment, the equipment to be

used, the processes, techniques, methods, and means to be used in servicing the city, the right to determine all schedules, schedules of events, assignments of Members, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall Members whenever necessary, to determine the size and composition of the work force including the right to relieve Members from duty or to abolish positions.

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

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

D. All rights, powers, and authorities granted at any time to the City of Grove City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from except as specifically limited by the terms of this Agreement.

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

ARTICLE 4 - PROBATIONARY PERIOD

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

ARTICLE 5 - DUES CHECKOFF

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

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

Section 3. The Union shall notify the City in writing of any increase in the current dues being deducted in accordance with the Union's Constitution and Bylaws. Such increase of dues shall be deducted in the second pay period of the month following notification of any increase in dues.

Section 4. Ohio Council 8, AFSCME and Local 1116 herewith agree to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article. Further, it is expressly understood that in no event will the City be expected to comply with the deduction of Union imposed special fines, assessments, initiation fees or other non-uniformly applied charges levied upon members.

Section 5. Union Membership Revocation/Maintenance Membership: Members who are Members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke dues authorization, which may only be revoked as set forth below. **Union Dues Revocation:** Any Member who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the Member or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the Members' dues checkoff authorization cards are available from the Union upon request

ARTICLE 6 - UNION REPRESENTATION

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

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

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

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

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

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

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

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

ARTICLE 7 - LABOR/MANAGEMENT MEETINGS

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

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

A. Discuss administration of this Agreement.

B. Disseminate general information of interest to the parties.

C. Discuss ways to increase productivity and improve efficiency.

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

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

ARTICLE 8 NON-DISCRIMINATION

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

All references to Members in this contract designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female Members. The term "Member" shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

ARTICLE 9 - DISCIPLINARY PROCEDURE

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

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

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

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

A. Oral warning

B. Written warning

C. Suspension

D. Dismissal

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

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

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

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

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

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

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

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

settling disputes between the parties, as to the interpretation or application of any provision of this Agreement.

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

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

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

Preliminary Step (Optional): A Member having an individual grievance may first attempt to resolve it informally in a meeting with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the Member-grievant. Grievances brought to the attention of the supervisor beyond the fourteen (14) calendar daytime limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the grievant request the attendance of the Grievance Representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step I, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

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

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

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

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

Step IV If the grievance is not satisfactorily settled at Step III, the Union may, within fourteen (14) calendar days after the receipt of the Step III answer, submit the issue to arbitration by notifying the City in writing of its intent to appeal the grievance to arbitration.

The Union will contact the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators, and the arbitrator shall be chosen by alternatively striking panelists, the first to strike being chosen by the City during odd numbered years and the Union during even numbered years. Each party has the right to strike one panel in its entirely and request a new panel. The fees and expenses of requesting a new panel shall be borne by the party making the request. The fees and expenses of the arbitrator shall be borne equally by the parties.

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

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

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

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

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

ARTICLE 11 STRIKES AND LOCKOUTS

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

Section 2. In the event of any such actions the Union, on receiving notice thereof, shall immediately make every effort to persuade its members to refrain from such action, and

as soon as possible shall notify the City in writing that the actions of its members or agents have not been authorized by the Union.

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

ARTICLE 12 - SENIORITY

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

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

Section 3. Seniority shall be broken when a Member:

A. Quits or resigns.

B. Is discharged.

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

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

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

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

G. Leaves the AFSCME Bargaining Unit.

ARTICLE 13 - LATERAL TRANSFERS AND PROMOTIONS

Section 1. When a job vacancy occurs or if new positions are created within the bargaining unit, a notice shall be posted on the bulletin boards for a period of seven (7) calendar days. Each vacancy notice shall specify the hours, location, rate of pay, department, and job duties for each job vacancy. If a current Member wishes to place a bid on the vacant job, he shall do so in writing to the City Administrator during the seven (7) day posting period. The City shall attempt to fill a vacancy from bids submitted by current Members, based on a consideration of the Member's seniority, experience, skill set, leadership and overall performance. However, if in the discretion of the City, no current Members, then the City shall have the right to fill the job vacancy from outside the bargaining unit pursuant to Chapter 155 of the City Code. If, in the discretion of the City, two or more current Members who bid on a vacancy or new position are qualified, then the City has sole discretion to select which Member will fill the vacancy or new position based on a consideration of the Members' seniority, experience, skill set, leadership and overall performance.

Section 2. If a current Member is selected for a job vacancy or new position in accordance with Section 1 of this Article but fails to adequately perform that position after a 60-day qualifying period, then the Member shall be allowed to return to the Member's former

position. This section does not impair or affect the ability of the City to return a selected Member to his former position at any time during the 60-day qualifying period.

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

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

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

These specialty technician positions are subject to the following qualifications:

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

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

C. An annual reassessment of these positions may be, but is not required to be, conducted by the City every March (with any changes effective April 21 of each year).

The annual reassessment may only result in reassignment of the position if the incumbent has been given a prior "performance improvement notice" that the Member's performance needs to improve or else the Member may face reassignment.

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

ARTICLE 14 - LAYOFF AND RECALL

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

Section 2. The City agrees to give a written 30 14-day notice to all Members prior to any layoffs indicating the circumstances which make the layoff necessary.

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

Section 4. In case a layoff of Members covered by this Agreement is anticipated, the City shall notify the Union of impending layoff prior to giving the 30-day notice to all Members. The Union may suggest possible alternatives to the layoff; however, such suggestions shall not be construed as negotiations and the City shall not be bound by such suggestions.

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

ARTICLE 15 - WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 2020, a standard workweek shall consist of either five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 2020, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior to April 21, 2020, from voluntarily accepting a work schedule or work week that is not Monday through Friday.

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

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

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

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

Section 5. Except in cases of an emergency, Members shall receive 14 days' notice of a change in work schedule that is intended to last for longer than two weeks.

ARTICLE 16 - OVERTIME

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

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

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

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

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

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

(f) Members conducting snow removal from November 1st to April 1st shall receive double time for hours worked in excess of 40.

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

Section 2. The City shall attempt to distribute overtime equally among Members within a classification, provided the Member has the skills to perform the work. Members who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of the administration of overtime distribution only. The City will provide the Union, upon request, a summary of all overtime worked by Members.

Section 3. A Member who is called into work at a time when the Member is not regularly scheduled, may receive a minimum of three (3) hours call-in-pay for such unscheduled overtime. A Member who may be called into work again during the initial 3-hour call-out shall not receive an additional three (3) hour minimum. Such call outs must be totally disconnected from the Member's normal working hours. Members who are required to report into work less than three hours before their regular starting time may also qualify for the three (3) hour minimum. Members who are required to continue their normal workday and thus qualify for overtime pay, shall not qualify for the three (3) hour minimum.

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

ARTICLE 17- LEAVES OF ABSENCE

Section 1. **Military Leave**

All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the Ohio Revised Code, for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year. This military leave policy will remain consistent with the Ohio Revised Code.

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

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

Section 2. Jury and Witness Duty

A Member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the Member's regular pay and jury duty pay or witness pay for work

absences necessarily caused by the jury duty or witness duty unless the City obtains the Member's release from jury service or witness service for a period up to 4 weeks. To be eligible for jury duty pay or witness pay, a Member shall turn into the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of the jury pay or witness pay received.

Section 3. Educational Leave

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

Section 4. Personal Leave

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

Section 5. Medical or Disability Leave

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

Section 6. Retention of Seniority

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

Section 7. Injury Leave.

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

Section 8 FAMILY AND MEDICAL LEAVE ACT.

A. Members shall have such right and options as are guaranteed to them by the Family and Medical Leave 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.

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

C. 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.

Section 9. PAID BIRTH LEAVE

Section 1. The City provides four (4) weeks paid birth leave (for vaginal deliveries) or six (6) weeks paid birth leave (for C-section deliveries) ("Birth Leave") in a rolling 12-month period to a Member following the birth of that Member's child to enable the Member to recover medically from the birth. Birth leave runs concurrently with unpaid Family and Medical Leave Act ("FMLA") leave. Members may use Birth Leave to supplement other paid leave, where permitted and where applicable.

Section 2. To be eligible, employees must have been employed by the City for at least ninety (90) days in a full-time status and must have given birth to a child.

Section 3. The fact that a multiple birth occurs (e.g., the birth of twins) does not increase the total amount of paid birth leave granted for that event. Nor will any Member receive more than the specified allotment of paid birth leave in any rolling 12-month period. Birth Leave may, however, be split between temporally separate births.

Section 4. Each week of paid birth leave is compensated *up to* 100% of the employee's regular rate of pay.

Section 5. All payments under this policy will be made in accordance with standard payroll practices.

Section 6. Birth Leave may begin up to one week prior to the birth of the child, upon prior authorization from the City. Medical documentation may be required to substantiate the need for leave in advance of a birth.

Section 7. Members must take paid Birth Leave in one continuous period of leave immediately following the birth of the child.

Section 8. Upon termination of the individual's employment, he or she will not be paid for any unused paid Birth Leave for which he or she was eligible.

Section 9. After the paid Birth Leave is exhausted, the balance of FMLA leave (if applicable) will be compensated, if at all, in accordance with the City's FMLA and paid leave policies.

Section 10. Members are required to provide notice of the need for paid birth leave as soon as practicable.

ARTICLE 18 - SICK LEAVE

Section 1. Members shall accumulate sick leave at the rate of 4.6 hours for each completed 80 hours of service. Members shall have unlimited accumulation of sick leave. Each Member shall furnish a satisfactory, written signed statement to justify the use of sick leave. If medical attention is required, or if an absence lasts longer than three (3) consecutive days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The City reserves the right to require any Member to provide a doctor's statement releasing the Member for full duty or the right to send any Member to a City-appointed doctor for examination to evaluate the legitimacy of an absence or the Member's ability to return to work. In the event of a conflict in medical opinions, the Member shall be examined by a third doctor, mutually selected. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

When a Member is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If a Member fails to report off timely, they shall not be able to use sick leave for the absence. When a Member plans to take sick leave for a foreseeable, scheduled medical appointment and medical leaves, the Member must provide the City with written notice at least thirty (30) days before the

appointment or leave is to begin. If it is not possible to give 30 days' advance notice, the Member must give as much advance notice as the Member can under the circumstances. The City shall have discretion to grant or deny such requests.

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

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

Section 2. When a Member having one or more years of continuous service with the City retires, or resigns, the Member shall be entitled to receive pay for one-half of all accumulated sick leave hours earned while employed by Grove City in excess of 360 hours, at the Member's current hourly rate. A retiring Member is guaranteed a payout equal to one-fourth (1/4) of the total number of sick leave house accumulated. In the event of death, as a direct result of an injury sustained in the course of employment with the City, the Member's sick leave accumulation shall be paid to the estate of the Member at the Member's final base rate of pay. A Member who is terminated from employment with the City shall not be eligible to receive payment for any unused sick leave.

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

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

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

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

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

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

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

Section 5. At any time, an eligible Member who has accumulated unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular straight-time rate of pay (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate.

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

Section 7. At the City's discretion, a Member shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the Member's health care provider or fully completed applicable City forms including those relating to FMLA or other leaves then in use by the City. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

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

Section 8. Donated Sick Leave.

A. **Eligibility** - Any member may apply to the Human Resource Coordinator or the City Administrator's designee, to receive donated sick leave, if the Member requesting such donated sick leave:

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

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

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

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

B. **Procedure:**

(1) A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Human Resource Coordinator or the City Administrator's designee. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The City Administrator shall have the discretion to approve or deny such request. Copies of the written request and written documentation from a medical doctor shall be provided to Human Resources.

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

(3) A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the City

Administrator or City Administrator's designee, who shall provide a copy to Human Resources.

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

(1) Notify all eligible Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

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

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

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

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

E. **Terms and Conditions** – The following additional terms and conditions shall apply to the Sick Leave Donation Program:

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

(2) A Member receiving donated sick leave shall be paid at the Member's regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.

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

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

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

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

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

8. The City Administrator or City Administrator's designee shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. Only the Human

Resource Coordinator shall directly solicit donations of sick leave from another Member.

ARTICLE 19 HOLIDAYS

Section 1. All bargaining unit Members shall receive the following holidays, or any holiday deemed a holiday by the City of Grove City, off with pay:

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

Section 2. If any of the above holidays fall on a Sunday, the holiday is observed on the following Monday; if it falls on a Saturday, it is observed on the preceding Friday. If a recognized holiday occurs during a Member's vacation, that day is not charged as vacation used. Members required to work on a recognized holiday shall receive one and a half (1 ½) times their regular rate of pay for all hours worked in addition to their regular compensation.

Section 3. In order to receive holiday pay, a Member must work his regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately following the holiday, unless the Member is on vacation or has a written doctor's excuse.

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

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

Section 6. Members working on the City observed Fourth of July Holiday (Fireworks) shall receive triple time for all hours actually worked on the day. Members working on the City observed Christmas Celebration (Parade) and Arts in the Alley (Parade) shall receive double time for all hours worked on that day.

ARTICLE 20 VACATION

Section 1.

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

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

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

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

Years of Service	Maximum Accrual of Vacation Hours
1 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. or more	720 hours

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

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

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

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

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

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

ARTICLE 21 WAGES

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

Job Classification	Step	EFFECTIVE 4/21/2024	EFFECTIVE 4/21/2025 4%	EFFECTIVE 4/21/2026 4%	EFFECTIVE 4/21/2027 4%
ACCOUNT CLERK	Step 1	18.35	19.08	19.85	20.64
	Step 2	20.27	21.08	21.92	22.80
	Step 3	22.23	23.12	24.04	25.01
	Step 4	24.15	25.12	26.12	27.17
	Step 5	26.10	27.14	28.23	29.36

	Step 6	27.98	29.10	30.26	31.47
	Step 7	29.96	31.16	32.40	33.70
ACCOUNT SPECIALIST	Step 1	19.89	20.69	21.51	22.37
	Step 2	22.25	23.14	24.07	25.03
	Step 3	24.68	25.67	26.69	27.76
	Step 4	26.97	28.05	29.17	30.34
	Step 5	29.40	30.58	31.80	33.07
	Step 6	31.75	33.02	34.34	35.71
	Step 7	34.18	35.55	36.97	38.45
SERVICE TECHNICIAN	Step 1	21.99	22.87	23.78	24.74
	Step 2	24.07	25.03	26.03	27.08
	Step 3	26.15	27.20	28.28	29.42
	Step 4	28.25	29.38	30.56	31.78
	Step 5	30.29	31.50	32.76	34.07
	Step 6	32.40	33.70	35.04	36.45
	Step 7	34.49	35.87	37.30	38.80

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

Section 2. **Pension Pick-Up (Salary Reduction Method)** For tax deferment purposes, the full amount of the statutorily required Employee contribution to the Public Employee Retirement System ("The Fund") shall be withheld from the gross pay of bargaining unit members. No bargaining unit member subject to this "pick-up" shall have the option of choosing to receive the statutorily required Employee contribution to the fund 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 of the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 3. An Account Clerk who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of Account Specialist for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall

receive payment consistent with the higher classification while so acting, at the equivalent step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher classification.

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

Section 4. A Service Technician or Urban Forestry Specialist who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of a higher classification for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive an additional payment of $2.00 per hour while so acting, added to the step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay including the additional $2.00 per hour.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and the base salary including the additional $2.00 per hour for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using an Member's original base rate.

Section 5. Members selected by the City as mechanic, sewer and urban forestry specialist and electric technicians shall receive an additional $2.00 per hour and shall be subject to call-in.

Upon approval by the City, Members selected by the City as sewer, urban forestry specialist, and electric technicians shall be eligible to designate a substitute Member on either Saturday or Sunday to respond to any call-in initiated by the City. Substitutes must be selected by the Member and approved by the City 48 hours in advance. While serving as a substitute, the substitute will receive either one hour of pay for each day spent serving as a substitute ("Stand By Pay") or a minimum of three hours pay at the applicable specialty rate if the substitute is called-in and reports for duty. A substitute cannot receive both Stand By Pay and the guaranteed three-hour minimum. No more than one substitute can be designated per specialty area at a time. It is expected that substitutes will only be used as needed and sporadically to ensure members of the specialty crew can attend non-work events that cannot otherwise be covered with paid time off or as approved by the City. Weekday assignments will be governed by Article 21, Section 4 and Members shall not be eligible for Stand By Pay.

ARTICLE 22 - SAFETY

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

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

Section 3. A Safety Committee shall be maintained to review safety issues and to make recommendations as necessary to the City for the improved safety of all workers. Such committee shall meet twice a year and be composed of three (3) members chosen by the Union and three (3) representatives of management so designated by the City. Attendance

at such meetings may be during the regular work hours but in no case can such meetings result in any overtime pay. The scheduling of such meetings shall be determined by the City.

ARTICLE 23 - INSURANCE

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

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

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

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

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

Section 6: **Payment for Coverage**. The City shall pay eighty-five percent (85%) of the monthly premiums for medical coverage, vision coverage, and dental coverage. All participating Members shall pay fifteen percent (15%) of the monthly premiums for such coverage. These percentages will not be changed for the life of this contract. The amounts paid by a Member for medical coverage, vision coverage, and dental coverage will be deducted from the Member's gross salary for tax purposes as permitted by law.

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

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

(1) Employees eligible for family coverage but taking no coverage $2,300.

(2) Employees eligible for family coverage but taking single coverage $1,300.

(3) Employees eligible for single coverage but taking no coverage $1,300.

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

ARTICLE 24 SUBCONTRACTING

The City shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit Members below the level of Members existing at the time of the execution of this Agreement, then, in that situation only, the City agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the City shall have the sole discretion to determine

whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

ARTICLE 25 MILEAGE ALLOWANCE

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

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

ARTICLE 26 MEALS AND LODGING

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

ARTICLE 27 WORK RULES

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

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

ARTICLE 28 UNIFORMS

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

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

ARTICLE 29 LONGEVITY

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

Years of Service	ANNUAL LONGEVITY LUMP-SUM AMOUNT
5th through 10th	$1,075 per year
11th through 15th	$1,325 per year
16th through 20th	$1,550 per year
21st through 25th	$1,900 per year
26th thereafter	$2,300 per year

B. The longevity payments shall be made, in accordance with the about schedule, in a separate lump-sum payment on the first pay period ending after each anniversary date of each year. Upon termination for any reason, Members who are eligible for longevity pay under this section (or, in the event of death, the estate of the deceased) shall be paid, as part of their terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during such partial year since the Member's last anniversary date. The Director of Finance shall establish the rules and regulations for the distribution of this bonus.

ARTICLE 30 BULLETIN BOARDS

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

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

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

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

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

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

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

ARTICLE 32 TUITION REIMBURSEMENT

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

A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the City Administrator or his or her designee. All courses are subject to approval by the City Administrator. There must be a correlation between the Member's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which,

in the discretion of the City Administrator, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

B. Members shall not receive tuition reimbursement from the City for more than necessary to cover their actual out-of-pocket cost for tuition. Therefore, any financial assistance from any governmental or private agency made available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. For example: If tuition costs $3,500.00, and the Member receives $2,000.00 in scholarship assistance, then the Member is only entitled to receive payment from the City in the amount remaining to be paid by the Member, i.e., $1,500.00. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.

C. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the City Administrator. Reimbursement shall be made within sixty (60) days for the date the Member complies with the provision of this Section.

D. Reimbursement shall be granted up to a maximum of five-thousand dollars ($5,000) per year and shall be for reimbursement of tuition costs only. Reimbursement shall be granted for tuition and books in courses of instruction voluntarily undertaken.

E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work.

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

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

ARTICLE 33 SEVERABILITY

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

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

ARTICLE 34 COMPLETE AGREEMENT CLAUSE

Agreements reached between the City and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35 DURATION

This Agreement shall become effective on April 21, 2025 and shall continue in full force and effect until midnight April 20, 2028. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from

year to year after April 20, 2025 and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

ARTICLE 36 CERTAIN CERTIFICATIONS

All non-specialty position Members who achieve a "Certified Permit Technician" ~~or~~ "Certified Mayors' Court Clerk", Certified Playground Safety Inspector, Licensed Pesticide Applicator or Notary Public at the direction of the Department or Division Head shall receive a maximum additional thirty-five cents ($.35) per hour to their base rate of pay.

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

For the Employer:

Richard L. "Ike" Stage
Mayor, City of Grove City

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

For the Union:

AFSCME Representative

Team Member