



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, June 10, 2019

Council Chambers

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

a. Finance and Administration Committee – Committee Meeting – May 28, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 160.01; 160.02; 160.03 AND 160.08

5. LEGISLATION FOR EMERGENCY ADOPTION

a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 AND DECLARING AN EMERGENCY. (Second Reading 5/28/2019).

b. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY (Second Reading 5/28/2019).

6. LEGISLATION FOR SECOND READING

- a. RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND DECLARING AN EMERGENCY. (First Reading 5/28/2019).

7. DISCUSSION OF COUNCIL MEMBER INSURANCE

DISCUSSION ON AMENDING CHAPTER 160 EMPLOYEE COMPENSATION TO ALLOW FOR COUNCILMEMBER INSURANCE COVERAGE --- Baker. Finance and Administration Committee.

MINUTES COMMITTEE MEETING
 REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
 May 28, 2019

Chairman Barth R. Cotner called the meeting to order at 8:08 PM

Call to Order - Roll Call

PRESENT: Clemens, Cotner, Luzader, Spalding, Joseph

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

a. Finance and Administration Committee – Committee Meeting – May 13, 2019

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Mr. Cicak: Chairman Cotner, President Joseph and members of Council, this legislation is the 2020 Tax Budget. Which is the requirement of the counties that we do business in and it represents the beginning if the 2020 budget. We have anticipated revenues of \$20,600,000.00, which is a 28% increase since 2015. And we have anticipated expenditures of \$20,252,000.00, which is 38% increase since 2015. This legislation per the ORC must be effective before July 20, and I ask that this go the full 3 readings and go as an emergency on the third reading.

Mr. Cotner: and we also need a public meeting on this one.

Mr. Cicak: Yes.

Mr. Cotner: Ok, is there anyone with questions or comments for the auditor on this one, Council? And President Joseph do you want o set that public meeting now.

<INAUDIBLE>

Mr. Cotner: Alright, thank you.

Minutes Acceptance: Minutes of May 28, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
May 28, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR EMERGENCY ADOPTION

65-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

66-19

ORDINANCE AUTHORIZING THE CITY AUDITOR TO ESTABLISH FUNDS 941, 942, 943, 944 - AGENCY FUNDS FOR THE JEDD 1, JEDD2, JEDD3 AND JEDD4; AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR SECOND READING

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of May 28, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
May 28, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR THIRD READING

67-19

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 160.02(E) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; AND REPEALING/REPLACING SECTION 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

68-19

ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2018 IN VARIOUS SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2019 BE ACCEPTED --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 5/28/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

Minutes Acceptance: Minutes of May 28, 2019 7:33 PM (Approval of Minutes)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Finance and Administration Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 160.01 DEFINITIONS; Amending Section 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADES SERVICE DEPARTMENT OF CHAPTER 160 EMPLOYEE COMPENSATION ;CHAPTER 160.03 SALARY SCHEDULE; 160.08 ADMINISTRATION AND PAY GRADES.

Approval:

Pending Brad McCloud	Pending Jed Hood	Stephen Cicak
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 160.01 DEFINITIONS; Amending Section 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADES SERVICE DEPARTMENT OF CHAPTER 160 EMPLOYEE COMPENSATION ;CHAPTER 160.03 SALARY SCHEDULE; 160.08 ADMINISTRATION AND PAY GRADES.

OFFICE OF HUMAN RESOURCES

Sandra Boller

7232 EAST MAIN STREET

REYNOLDSBURG, OHIO 43068

(614) 322-6868 phone

(614) 322-6875 fax



MEMORANDUM

DATE: May 28, 2019

TO: Kristen Bryant, City Council

CC: Mayor Brad McCloud, Development Director Andrew Bowsher

RE: Building Department

Per your request, the wages for the following positions are:

CBO - \$77,653

Code Enforcement – starting salary July 1 - \$33,239

Permit Technician – starting salary July 1 - \$39,832
(\$73,071)

Public Employee's retirement system – 14.5%

Health Insurance would be based upon whether single/family coverage, but it should be noted that have two employees in place of one, will drive the overall cost of health insurance, HSA, etc.

Things to consider part-time and seasonal employees in Code Enforcement:

- It is difficult to find qualified individuals to work part-time, most are looking for benefits and full time employment. We previously had two part-time individuals, next we went to two thirty hour employees and eventually to two forty hour employees.
- Hiring seasonal, could be problematic, as there is a learning curve with the City code, that about the time they become comfortable with, the season will end.
- Having experienced employees work on the weekend without the supervisor could be a problem as they would have no resources on site if they ran into issues. We should probably consider having our current employees to work occasional Saturdays based upon the need.

Development Director would like to consider starting out with adding one Code Enforcement Officer and one Permit Technician instead of two Code Enforcement Officers. If adding one Code Enforcement Officer, does not prove to be successful then increase to two.

Please let me know if you have any further questions.

City of Reynoldsburg, Ohio
Chapter 160
Employee Compensation

Attachment: Chapter 160 May 2019 (Code Enforcement Changes & Updates to Chapter 160)

May 29, 2019

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160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

~~Emergency—Temporary~~ Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter 160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in case shall successive appointments be made.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 37.5

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee who regularly works 30 hours per week who will receive sick time of 3.45 hours per pay, vacation at 2.31 hours per pay, and holiday pay at 6 hours per holiday.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation at the conclusion of six years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

PART-TIME: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Transfer: voluntary and/or involuntary reassignment from one department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employee=s prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19 <u>22</u>
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	15 <u>17</u>
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21 <u>22</u>
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Special Events/Media Coordinator	1	Unclassified	12
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	-7
Senior Center Activities Instructor	1 p/t	Classified	-5
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent	1	Classified	12
Parks Grounds Maintenance	2	Classified	3
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	22A —See
<u>Chapter 166</u>			
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Training Manager <u>Coordinator</u>		1p/t	Classified
10			
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	9

(2) Building Division

Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Permit Technician	12	Classified	11
Code Compliance Officer	24	Classified	6

(3) Water/Wastewater Division

Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor	1	Classified	14
Account Clerk 2	4	Classified	7

(4) Street Division

Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			

Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10

(4)(a) Storm Water Utility Division

Asst. Superintendent	1	Classified	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			

(h) DEPARTMENT OF ENGINEERING

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

BEGINNING July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.41	\$ 19.34	\$ 20.30
4	\$ 15.29	\$ 16.88	\$ 18.51	\$ 20.12	\$ 21.74	\$ 23.30	\$ 24.96
5	\$ 15.67	\$ 17.30	\$ 18.97	\$ 20.62	\$ 22.29	\$ 23.89	\$ 25.58
6	\$ 15.98	\$ 17.65	\$ 19.35	\$ 21.02	\$ 22.73	\$ 24.36	\$ 26.09
7	\$ 16.56	\$ 18.00	\$ 19.74	\$ 21.44	\$ 23.18	\$ 24.85	\$ 26.61
8	\$ 17.48	\$ 19.13	\$ 20.78	\$ 22.45	\$ 24.08	\$ 25.75	\$ 27.41
9	\$ 18.32	\$ 20.05	\$ 21.78	\$ 23.53	\$ 25.24	\$ 26.99	\$ 28.73
10	\$ 18.78	\$ 20.55	\$ 22.53	\$ 24.12	\$ 25.87	\$ 27.67	\$ 29.45
11	\$ 19.15	\$ 20.96	\$ 22.77	\$ 24.60	\$ 26.38	\$ 28.22	\$ 30.04
12	\$ 19.53	\$ 21.38	\$ 23.23	\$ 25.09	\$ 26.91	\$ 28.78	\$ 30.64
13	\$ 19.92	\$ 21.81	\$ 23.69	\$ 25.59	\$ 27.45	\$ 29.36	\$ 31.25
14	\$ 20.32	\$ 22.24	\$ 24.16	\$ 26.11	\$ 27.99	\$ 29.95	\$ 31.88
15	\$20.65	\$ 22.69	\$ 24.65	\$ 26.63	\$ 28.55	\$ 30.55	\$ 32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 24.50	\$ 34.00
15	\$ 25.50	\$ 36.00
16	\$ 26.00	\$ 38.00
17	\$ 27.00	\$ 41.00
18	\$ 28.00	\$ 43.00
19	\$ 29.00	\$ 45.00
20	\$ 31.00	\$ 47.00
21	\$ 33.00	\$ 49.00
22	\$ 35.00	\$ 51.00

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00	\$ 60.00
26A	\$ 50.00	\$ 65.00

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(c) Part Time Employee

Part time employees' rate of pay shall begin at the minimum hourly rate for the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 – \$16.00
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$12.00 per hour
Service Seasonal Laborer	\$10.00 - \$12.00per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$12.00per hour
-------------------------	---------------------------

(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$7.00 to \$ \$60.00 per game
Program Assistant	\$7.80 - \$20.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of the Department.

2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

- 3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.
- 4) An employee who is temporarily assigned to a classification with a lower rate of pay will not be reduced in pay. An employee temporarily assigned to perform the duties of a higher classification with additional responsibilities should be granted a minimum of (five percent (5%)), but no more than ten percent (10%) temporary increase, as determined by the Appointing Authority.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets

Chief Building Official
 Superintendent of Water/Wastewater
 Tax Administrator
 Assistant City Prosecutors
 Planning & Zoning Administrator

Clerk of Courts
 Chief of Police
 Finance Manager
 Clerk of Council
 Assistant City Attorney

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). There are two methods by which employees shall receive pay increase based upon steps 1) on their anniversary date of hire and 2) if Council approves an increases in the step table, employees would be given that adjustment effective January 1 .
- 2) During the implementation of steps, on an employee's anniversary date they will move to the next step based upon the assigned step as of July 1, 2019. For example, an employee with an August 15 anniversary date and a current rate of pay that is between Step 3 and Step 4 would be assigned a step 3 and they will move to Step 4 on their anniversary date.
- 3) All new employees will be assigned to Step 1 at the time of hire, unless they meet qualifications that the Appointing Authority approves a start of a higher step up to step 3 of each pay grade.
- 4) In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance

standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase

- 5) For supervisory staff in pay grades 14 -26A hiring rate of pay -will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will effective January 1 of each year.
- 6) The Human Resources Director with the approval of the Mayor will present to City Council from time to time a recommendation based upon a review of the minimum and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation
- 7) Cost of living adjustment will be determined by Council and would be effective January 1. The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.

(b) Promotions

Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.

(c) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this "opt out" provision will be determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of \$850 per year. Clothing selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3 cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Finance and Administration Committee****RE: Contract with the Fraternal Order of Police (FOP)
Capital City Lodge #9 JANUARY 1, 2019 THROUGH DECEMBER
31, 2021**

Statement of Emergency: Current contract has expired. Request
emergency upon third reading.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

**AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE (FOP) CAPITAL CITY
LODGE #9 BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.**

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

Attachment: 2019-2021 FOP Tentative Agreement- Patrol Officers (FOP Contract 1/19 - 12/21)

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SIGNATURE PAGE45

ARTICLE 1 CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the “City”), and the Fraternal Order of Police, Capital City Lodge #9, (hereinafter referred to as the “Lodge”).

Section 1.2 Purpose. This Contract is made for the purpose of maintaining the efficient operation of the Division of Police, for promoting cooperation, and orderly, constructive and harmonious relations between the City, the members of the bargaining units represented by the Lodge (hereinafter referred to as “member” or “members”), and the Lodge.

Section 1.3 Legal References.

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Lodge are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws and ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of members are not superseded by this Contract, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and the original appointments from the eligibility lists are not subjects of bargaining under this Contract.
- B. 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 this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract, upon written request by either party, the parties shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration 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.

Section 1.5 Past Practices. The City and Lodge acknowledge that certain customs and practices presently exist on a Division-wide basis with respect to the operation of the Division of Police that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to the Chief. One incident does not generally

constitute a past practice, but may, by affirmative action on the part of a Lieutenant or the Chief constitute a past practice or custom. The City agrees not to alter such customs and practices without advance notice to the Lodge President, when practicable.

A meeting of the Labor-Management committee to discuss any proposed alterations will be held should the Lodge so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The Lodge is recognized by the City as the exclusive representative for all members identified in the Bargaining unit described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Unit. There is established one (1) Bargaining unit within this Contract. This Bargaining unit consists of all sworn full-time members of the Reynoldsburg Division of Police (hereinafter referred to as the "Division") who are below the rank of Sergeant. Reference throughout this Contract to member or members shall mean members within the Bargaining unit, unless specified otherwise.

ARTICLE 3 LODGE SECURITY

Section 3.1 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 Lodge member requesting the same in writing. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member. If a Lodge member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay.

If a deduction is desired, the Lodge member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

Any Lodge member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the President of the Lodge expressing the Lodge member's desire to withdraw his or her dues deduction authorization. The Lodge shall be solely responsible for refunding any dues, fees, or assessments to any member.

The City shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional member benefits on a voluntary basis, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.

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

Section 3.2 Fair Share. As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the City and the Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 3.3 Indemnification. The Lodge hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in reliance upon the provisions of this Article.

Section 3.4 Use of Intra-Division Mails and E-Mail. The Lodge shall be permitted to utilize the Intra-Division mail and e-mail systems for the purpose of providing information, pertaining to Lodge business or Bargaining unit representation, to members. The Lodge agrees that the use of the mail and e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or representation of the bargaining unit. All mail placed into the mail system by the Lodge shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the Lodge's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

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

This box shall be portable in nature and of a size large enough to collect the ballots of the affected member. The placement of the box shall be in the Roll Call Room. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed. Further, the Lodge agrees to hold the City and Division harmless from any claims, disputes or lawsuits pertaining to the tampering or other misuse of the ballot box.

Section 3.6 Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to the Chief to hold meetings at Division headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this section shall be in writing, shall be delivered to the Chief at least twenty-four

(24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the Lodge, the City will so notify the requesting party.

No Bargaining unit member or member of the Lodge shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.7 Bulletin Board. The Lodge shall be permitted to maintain one (1) bulletin board in each locker room at Division headquarters. Lodge communications and personal communications between members only will be permitted to be posted on this board.

Section 3.8 Lodge Business. The Lodge President, or designee, shall be permitted to transact official Lodge business at Division work sites at reasonable times, provided that normal Division operations shall not thereby be interfered with or interrupted. The Chief, or in the absence of the Chief, the command officer on duty shall be notified in advance of such visitation.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 Joint Pledge. The City and the Lodge shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, gender, creed, religion, ancestry, national origin, disability, political affiliation, veteran's or military status or application for or participation in the State workers' compensation program.

Section 4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the Lodge, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 4.3 Lodge Pledge. The Lodge agrees not to interfere with the desire of any member to become and remain a member of the Lodge, or to refrain from Lodge membership. The Lodge agrees to fairly represent all members subject to the provisions and procedures set forth in 4117.11(B)(6) and 4117.12 of the Revised Code.

Section 4.4 Interpretation. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Grievance Defined. A grievance is any unresolved question or dispute based upon the misinterpretation, misapplication or violation of this Contract.

Section 5.2 Qualifications. A grievance can be initiated by the Lodge or an aggrieved member. The Lodge shall not file a grievance on behalf of a member without the member's knowledge. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Lodge may select two (2) members to process the grievance as the designated representatives of the affected group members.

Any Lodge Grievance must be filed in writing at Step 2 within fourteen calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the Lodge knew or should have known of the occurrence giving rise to the grievance.

A member has the right to present grievances and have them adjusted, without the intervention of the Lodge, as long as the adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment.

Section 5.3 Grievance Representatives. Members of the Bargaining unit shall elect four (4) grievance representatives, one for each shift, one for the non-patrol units and one of whom shall serve as Grievance Chairman for the unit.

The authorized function of a Grievance Representative shall include the attendance at any City and Lodge joint meetings relating to a grievance and the representation of the Lodge in investigating, processing or coordinating grievances pertaining to the Grievance Procedure contained in the Contract.

A Grievance Representative may be granted release time with pay to perform the function described herein upon approval from the Chief, or Chief's designee, which approval will not be unreasonably denied. The withholding of approval for release time shall result in an automatic equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. Such release time will not be considered for purpose of computing overtime compensation.

Section 5.4 Grievance Procedure. The following steps and procedures shall be utilized in the resolution of grievances:

- A. Step 1 – Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

The Chief, or Chief's designee, shall investigate the grievance and schedule a meeting with the member and the Grievance Chairman or Grievance Representative within fourteen (14) calendar days of the receipt of the grievance. A designated Lodge Representative may also attend the Step 1 meeting.

The Chief or Chief's designee shall investigate and respond in writing to the member within seven (7) calendar days following the Step 1 meeting.

- B. Step 2 - Mayor. If the grievance is not resolved in Step 1 and the member wishes to proceed to Step 2, the member shall present the written grievance to the Mayor or Mayor's designee within seven (7) calendar days of the receipt of the response at Step 1. The Mayor or Mayor's designee shall investigate the matter and shall meet with the member and the Grievance Chairman and Grievance Representative within fourteen (14) calendar days of the Mayor or Mayor's designee's receipt of the grievance. A designated Lodge representative may also attend the Step 2 meeting. A response shall be given to the member within fourteen (14) calendar days following the meeting at Step 2.

Section 5.5 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 the Chief, which approval will not be unreasonably withheld. Grievance Meetings at Step 1 and Step 2 shall be held during the grievant's shift hours or immediately before or immediately after said shift hours, as reasonably determined by the Chief.

Section 5.6 Time Limits. It is the City's and the Lodge's intention that all time limits in the Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Lodge's and the City's designated representatives may mutually agree, at any Step, to extensions of time for response, but any such agreement must be in writing and signed by the parties. If the City does not respond within the specified time limits, the grievance shall automatically advance to the next step. Any Step may be waived by mutual written consent of the parties.

If any office specified for the receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to

attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8 Grievance Form. The City and the Lodge shall continue to use their jointly developed Grievance Form which shall be provided by the Lodge for use in filing grievances.

Section 5.9 Calendar Days. For the purpose of computing time, “calendar days” as used in this Contract does not include approved leaves or holidays.

Section 5.10 Grievance Content. After the original grievance is filed, the content and substance of the grievance will not be altered at subsequent Steps, except that additional documentation may be provided in support of or in response to the grievance.

ARTICLE 6 ARBITRATION

Section 6.1 Arbitration Procedure. Should a grievant, after receiving the written answer to the grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the Lodge President, request that the grievance be heard before an arbitrator. The Lodge, by the Lodge President, must notify the Mayor in writing of the Lodge's intention to proceed to arbitration within twenty-one (21) calendar days of the grievant's receipt of the written response at Step 2.

Section 6.2 Selection of Arbitrator. Following the receipt of the Lodge President's written notification of the Lodge's intention to proceed to arbitration, the parties will jointly request the Arbitration Mediation Services (“AMS”) to provide the parties with a panel of seven (7) arbitrators, with Ohio addresses from which the parties can select an arbitrator. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The initial strike is to be determined by a coin flip. The parties may also select an arbitrator by mutual agreement at any time.

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the Lodge the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 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 shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision

fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitration shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Where necessary, the Grievance Chairman or the Grievance Representative who has been responsible for handling the grievance that forms the basis for the arbitration hearing shall be allowed to adjust his or her work hours on the date of the hearing so that he or she may attend the hearing in paid work status. Such request must be made at least seven (7) calendar days in advance of the hearing. Notwithstanding any other provision of this Contract, in the event of such a work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

Section 6.5 Arbitrator's Findings. The arbitrator's decision and award will be in writing and mailed to the Lodge President and the Mayor, or their designees, within thirty (30) calendar days after the hearing record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

ARTICLE 7 LODGE REPRESENTATION

Section 7.1 Lodge Release Time. Each Grievance Representative shall be released with pay from regular job duties for up to eight (8) hours per calendar year to attend grievance training sessions conducted by or sponsored by the Lodge. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

Section 7.2 FOP Delegates. Duly elected delegates or alternates to the State and National Conferences of the Fraternal Order of Police shall be allowed to change their days off to coincide with the Conference dates. Any additional time off will be through the use of vacation time.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout. The City agrees not to cause, permit, or engage in any lockout of members.

Section 8.2 No Strike. The Lodge agrees that neither it nor any members covered by this Contract, individually or collectively, shall for any reason, engage in strike activity.

- A. The City and Lodge agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire

of the Lodge and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.

- B. The Lodge and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the Lodge, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 MANAGEMENT RIGHTS

To assure that the Division continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain the efficient and responsive police protection for the citizens of the City of Reynoldsburg, the City retains the right to determine Division policies and procedures and to manage the affairs of the Department in all respects.

Section 9.1 Management Rights. Except where otherwise specifically limited by this Contract, the City retains right and responsibility to:

- A. Determine the size and composition of the Division workforce, the organization structure of the Division and the methods by which operations are to be performed by members;
- B. Manage the Division's budget;
- C. Determine the nature, extent, type, quality and level of services to be provided to the public by members and the manner in which those services will be provided;
- D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials members shall use;
- E. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting members;
- F. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Division to assure efficient operations;
- G. Direct and supervise members;
- H. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to members;
- I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), or assign (permanently or temporarily) members;

- J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline members for just cause;
- K. Lay off members because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive or not cost effective;
- L. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- M. Maintain and improve the efficiency and effectiveness of the City's operations;
- N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- O. Determine the adequacy of the workforce;
- P. Determine the overall mission of the Employer;
- Q. Effectively manage the workforce; and
- R. Take actions to carry out the mission of the City.

ARTICLE 10
INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS
DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations. This Section is designed to address internal investigations of members. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to Lodge representation prior to any questioning. During such questioning, the member has the right to be represented by a Lodge representative or a Lodge attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.
- C. In all internal investigations, the member's chosen Lodge representative or Lodge Attorney shall have a reasonable period of time to appear for the investigation.

- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to his or her shift, preferably during his or her work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other physical necessities.
- F. (1) Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- (2) The City shall request that a complaining party provide a signed written statement of his or her complaint. An anonymous complaint must be reduced to a written narrative prior to any questioning of a member.
- G. When a member or any other witness is being interviewed in an internal investigation, such questioning shall be tape recorded by the Division.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination, voice stress analysis or other purported truth detection examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief. No such examination shall be administered without the member's written consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No such examination may be given without the advance permission of the Chief or Chief's designee. The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this Contract, polygraph examinations include only those instruments that are acceptable to the courts in the State of Ohio.
- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.

- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) days in advance of any Division hearing related to the charge involved.
- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate the Deputy Chief, Sergeant or Lieutenant shall conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Safety Director of the member's termination, the Chief will assign the investigation to the Deputy Chief or a Lieutenant to conduct. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or Lodge.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

Section 10.2 Corrective Action. No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include documented warning before a written reprimand, a written reprimand before a suspension and a suspension before demotion/removal for the same or related offenses. If the offense is of a serious nature, the Chief may determine that a different sequence of discipline be utilized.

- B. Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired probationary member may be suspended or terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the suspension or termination under Article 5 and 6 of this Contract. Any such removal or suspension shall be subject to the provisions of Section 10.2(A).

Section 10.3 Departmental Hearings. Departmental hearings will be held prior to the imposition of any suspensions, reduction in pay or rank, and/or removal. At least seven (7) calendar days, prior to any Departmental Hearing before the Mayor or his designee the member will receive from the Chief of Police a written statement of all charges and specifications as well as notice of time and date of the Departmental Hearing. At a Departmental Hearing, the charged member shall be allowed to be represented by a Lodge attorney or representative.

The place for the hearings will be determined by the Safety Director. Hearings shall be recorded at the direction of the Mayor or his designee or at the request of either the Division of Police or the member.

A Member who is charged, or his or her Lodge attorney or representative, may make a written request for one continuance of the Departmental Hearing. Such request will be granted where practicable at the discretion of the Mayor or his designee.

The Departmental Hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental Hearing prior to any public statement.

A Member who is charged, or his or her Lodge attorney or Lodge representative, may make a written request, directly to the Chief, to review his or her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental Hearing.

The member and/or his or her Lodge Attorney or Lodge representative shall have the opportunity to confront and cross-examine his or her accusers and offer testimony and call witnesses and present evidence on his or her behalf. Any member who is on duty and called as a witness shall be released with pay in order to attend the hearing. The calling of witnesses shall not unduly interfere with Departmental operations.

Section 10.4 Appeal From Disciplinary Decision. If suspension, reduction or removal is imposed as a result of the disposition of the Departmental Hearing, a member, with the approval of the Lodge President, may appeal such decision directly to binding arbitration under the provisions of Article 6 within twenty-one (21) calendar days after the order is received. In lieu of proceeding directly to arbitration, a member may appeal the decision to impose disciplinary action to the Civil Service Commission, as provided in the Civil Service Commission Rules. If the Civil Service Commission accepts jurisdiction over the member's appeal, the member is precluded from proceeding to arbitration.

Section 10.5 Duration of Records. All actions of record will be maintained in each member's personnel file throughout his or her period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. When a documented warning is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented warning will be maintained for twelve (12) months from the date of any subsequent corrective action.

Any records of written reprimands will be removed from the file, and destroyed upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Where a written reprimand is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented written reprimand will be maintained for two (2) years from the date of any subsequent corrective action.

Suspensions shall be removed and destroyed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Where a suspension is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original suspension will be maintained for four (4) years from the date of any subsequent corrective action.

Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action.

Section 10.6 Request for Removal and/or Destruction. When a member initiates a written request to have a document removed and/or destroyed, the request shall be forwarded to the Chief. The Chief shall act upon the request by either granting the request and forwarding the request to the Human Resources Department for action or disagreeing with the request and returning it to the member with an explanation.

Section 10.7 Review of Personnel File. The City and the Lodge agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or supervisor's designated representative.

Except as required by Section 149.43 of the Ohio Revised Code; except for supervisory and administrative personnel with legitimate need to know; except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. Except for the above personnel, no information in a member's personnel file will be shared with anyone outside the Department and City administration, except name, place of employment, dates of employment, rank and pay range; however, additional specified information may be given upon the advance, written approval of the

member involved to the Chief. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.8 Inaccurate Documents. If upon examining his or her personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, he or she may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. If the Chief disagrees with the member's contentions the Chief shall attach the member's memorandum to the document in the file and note thereon his or her disagreement with the memorandum's contents.

Section 10.9 Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in a member's personnel file unless the member is simultaneously provided a copy. The personnel file copy of any disciplinary document shall either bear the signature of a member as to the member's receipt of a copy or bear the signature of a supervisor indicating the member's receipt of a copy but refusal to sign the personnel file copy.

Section 10.10 Performance Evaluations. A member's signature on any performance evaluation shall be viewed as only a representation that the member has read it and shall not be viewed as representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when he or she signs it upon request.

Section 10.11 Administrative Leave. Prior to the disposition of the Departmental Hearing, the member may be placed on administrative leave with pay should the Mayor determine there are urgent reasons to take this action. The length of the leave shall be solely at the Mayor's discretion. No member shall be suspended without pay pending a disposition of the Departmental Hearing.

ARTICLE 11 WORK RULES AND DIRECTIVES

Section 11.1 Notification. The City agrees that, General Orders, Special Orders, Division Directives, Law Advisories, and like Work Rules shall be reduced to writing and provided to all members in advance of their enforcement. Nothing in this Article shall be construed as limiting the Division's ability to issue lawful verbal orders on a Division-wide basis as may be operationally necessary in an emergency situation.

ARTICLE 12 LABOR RELATIONS MEETINGS

Section 12.1 Informal Discussions. The City and the Lodge recognize the benefit of an exchange of ideas and information. For this reason the Mayor and/or Mayor's designated representative(s) and the Chief welcome the designated Lodge Representative to meet and informally discuss matters of mutual interest and concern. Permission to meet with the Mayor and/or Mayor's designated representative and the Chief will not be unreasonably withheld.

Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the Lodge may have up to five (5) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the Lodge as to any modification of the contract.

Section 12.3 Release Time. Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

Where practicable, one Lodge Committee Member shall be allowed to adjust his or her work hours on the day of the Labor Relations Meeting so that he or she may attend the meeting in paid work status. Such a request must be made in advance of the meeting. Notwithstanding any other provision of this Contract, in the event of such work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

Section 13.1 Layoffs. When it becomes necessary to reduce the workforce in the Bargaining unit, the youngest member in point of service shall be first laid off and any layoff thereafter, shall be by reverse seniority, provided that all part-time, intermittent, seasonal, or temporary employees of the Division shall be laid off before any member is laid off.

Section 13.2 Job Abolishment. Members may be laid off as a result of abolishment of positions. A member whose position is to be abolished may first fill any available vacancy in the Police Officer rank and so on down until the youngest member in point of service has been reached, who shall be laid off.

It is understood that a Sergeant who is displaced due to a layoff may fill any available vacancy in the bargaining unit; if no such vacancy exists, the Sergeant may displace the least senior Police Officer. If a Sergeant returns to a Police Officer position, no seniority credit shall be given to him or her for time spent in any position outside the bargaining unit; however, such individual shall be credited with any seniority the individual had as a Police Officer prior to leaving the bargaining unit.

Section 13.3 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action. This notice is to be sent by certified mail to the member's home address of record or hand-delivered to the member such that the notice is received on or before the fourteenth day prior to the layoff or displacement action. The notice shall contain the following information:

1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;
4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

Section 13.4 Appeals. A member may elect to appeal from a layoff or displacement action either to the Civil Service Commission or, with the approval of the Lodge President, directly to binding arbitration as provided in Article 6. If an appeal is taken to the Civil Service Commission, and the Commission asserts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 13.5 Reinstatement. Should an abolished position be recreated or reestablished within twelve (12) months from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within twelve (12) months from the date of layoff or displacement, and the City determines to fill the vacancy, the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed his or her initial probationary period and is otherwise qualified for the position.

The notice of recall shall be sent to the member's last known address by certified mail and a copy shall be sent to the Lodge. The City shall be deemed to have fulfilled its obligation as to recall by mailing the recall notice by certified mail, return receipt requested, to the last known mailing address provided by the member. The recalled member shall have fourteen (14) calendar days following the mailing date to notify the City of his or her intention to return to work. The member shall then report to work within twenty-one (21) calendar days following the mailing date, unless a different date as to return to work is agreed upon by the Chief and the member.

All members with recall rights (as outlined above) will be given the right to reinstatement if qualified for the available position before any temporary, or less senior full-time members may be rehired or hired by the City for the available position in the Division of Police.

Such twelve (12) month period of time shall be computed exclusive of the time spent in the Armed Services of the United States.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.1 Equipment. The City will furnish and maintain in the best possible working condition the tools, facilities, and vehicles required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligent action and to properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions. The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Anti-nepotism.

A. Definitions:

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member or member's spouse.
2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.

B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.

C. Members who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

D. If two (2) members become married during the course of their employment and are in a supervisory/subordinate relationship on the same shift, one (1) of the two (2) must change shifts. The choice regarding which member shall change shifts shall be made by the members themselves. If the members refuse to decide who will change shifts, the decision will be made by a coin flip.

ARTICLE 15 ASSIGNMENTS AND SENIORITY

Section 15.1 Filling of Patrol Assignments. All Patrol shift assignments shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. No such request shall be unreasonably denied. Once a member has completed eighteen (18) months of continuous service, he or she shall be eligible to participate in the annual bidding for Patrol assignments to be able to participate in any interim bidding for Patrol assignments, a member must have participated in one (1) annual bidding process for Patrol assignments. 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 15.3. This process will be followed in shift assignment.

Should any opening occur during the year one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains discretion to fill the opening by assigning the least senior member. An opening is defined as any assignment which was posted annually between November 1 and November 15. The interim process shall be initiated by the posting of the available Patrol assignment, with members being given five (5) 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 on a date that meets operational needs. The interim bidding process shall not apply to any subsequent opening which would occur as a result of this procedure being used to fill the first opening.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. The Chief shall appoint two sergeants and a lieutenant or deputy chief to interview all candidates who meet the minimum qualifications for the assignment. The interview panel shall present to the Chief the top three (3) candidates based on the criteria set forth in this paragraph. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. The Chief shall appoint one of the three (3) members from the list prepared by the interview panel. For any Non-Patrol assignment, an applicant must have a minimum of three (3) years of continuous service with the City of Reynoldsburg.

Section 15.3 Rotation of Non-Patrol Assignments. Non-patrol assignments filled in accordance with section 15.2 are subject to rotation as set forth herein unless the Chief determines an assignment should be exempt from a term limit due to the operational needs of the department.

The posting for a non-patrol assignment under section 15.2 shall include the term of the assignment for the successful candidate. The term for such an assignment must be for a minimum of three (3) years from the date of appointment. The Chief may, in his sole discretion, set a term limit of more than three (3) years but not less than three (3) years. Members who have served one complete term in a non-patrol assignment may bid on a second consecutive term for the same assignment. At the end of the second appointment, the member may be allowed to apply for additional assignments if no other members have applied for the non-patrol assignment.

Employees serving in a specialized assignment at the time of the execution of this agreement shall be permitted to remain in such assignment for five (5) years beginning January 1, 2020. Thereafter, these members can apply for a second consecutive assignment subject to the above paragraph. Notwithstanding section 15.2, the member (current incumbent) shall be appointed to the second consecutive term if he/she is the most qualified candidate.

The Chief may extend a non-patrol assignment that is scheduled to end if he determines such extension is necessary due to operational reasons.

Nothing in this Article shall be construed to prohibit the Chief from removing a member from a specialized assignment before the end of a term if the assignment is eliminated or based on performance of the member.

Section 15.4 Seniority Defined. Seniority shall be defined as follows:

- A. For Police Officers, seniority shall be the member's length of continuous service as a full-time Police Officer with the Division.
- B. Seniority shall be lost upon occurrence of any of the following events:
 - 1. Removal for just cause;
 - 2. Resignation, including resignation for purposes of regular retirement;
 - 3. Layoff for a period of time exceeding twelve (12) months;
 - 4. Unexcused failure to return to work upon expiration of an approved leave of absence; or,
 - 5. Unexcused failure to return to work upon recall from layoff.

Seniority shall not be lost where a member is reinstated due to the disaffirmance of a removal or layoff.

- C. "Continuous service" shall not include any period of time due to:
 - 1. Suspension of more than three (3) days;
 - 2. Unauthorized leave of absence;
 - 3. An authorized unpaid leave of absence which exceeds two (2) work weeks, except where the unpaid absence is due to either a duty-related illness or injury or any other reason for which an applicable law, ordinance, or other provision of this contract would not allow for loss of continuous service credit. The loss of continuous service credit under Section 15.3(d)(3) shall also result in the member being ineligible for vacation accrual eligibility under Section 23.1 for the period of time the authorized unpaid leave of absence exceeds two (2) weeks.

Where there is an occurrence under this paragraph, the member shall receive continuous service credit except for the period of time due to the occurrence.

Section 15.5 Seniority List. A seniority list shall be kept by the Chief and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

ARTICLE 16

POLITICAL ACTIVITY

Section 16.1 Permitted Political Activity. In addition to other rights, a member may participate in the Lodge Political Screening Committee which supports partisan activity. A member may serve on the Lodge political screening committee or take such other action, at the direction of the Lodge, which would fall within the purview of said Committee, provided that such activity is undertaken while the member is off duty and not in identifiable uniform.

ARTICLE 17 PROMOTIONS

Section 17.1 Promotions to Sergeant. Promotions to the rank of sergeant shall occur from a competitive promotional examination open to members of the police department who have attained at least sixty (60) months as a sworn Police Officer for the City of Reynoldsburg as of the date the written examination. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Sergeant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than sixty (60) calendar days prior to the date of the written examination. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the written examination. At least three (3) copies of the resource material shall be available at the Division at the time of posting of the written examination notice solely for the members who have submitted applications for promotional consideration.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Sergeant shall have two components, a closed book, multiple choice written examination comprising 50% of the total score and an oral board comprising 50% of the total score. In order to proceed to the oral board, a member must receive a minimum passing score of 70% on the written examination. The oral board shall be held within sixty (60) days of the written examination.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit shall be added to the total score to determine the final promotional examination score. A maximum of 10% of the total possible examination score shall be added for seniority credit. A member's final examination score shall include seniority credit. The date for calculation of seniority credit shall be the date upon which the oral board component is held.

Seniority points will be awarded based upon completion of years of continuous service as a Police Officer within the Division up to an allowable maximum of 10 points. 1 point will be awarded for each completed year during the member's first four (4) years of continuous service and .6 points will be awarded for each year during the next ten (10) years for a maximum total of 10 points.

Section 17.5 Examination Administration. The Commission shall utilize the services of a professional testing consultant or agency to assist it in the administration of the promotional written examination and to insure that the promotional examination is valid under applicable testing standards.

All assessors who participate in the oral board component shall be from comparable police agencies in Ohio and shall be sworn police officers of the rank of Sergeant or above who have

served in that capacity a minimum of five (5) years.

Section 17.6 Eligible List. The Commission shall establish an eligible list ranking members in the order of their final examination scores. The list shall be established within thirty (30) days of the oral board. The list shall be transmitted by the Commission to the Mayor. This eligible list shall be in effect for a one (1) year period from the date it is transmitted to the Mayor.

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top four (4) ranked individuals for any vacancy in the rank of Sergeant.

Section 17.8 Continuous Eligible List. The City shall make every reasonable effort to schedule examinations so that an eligible list is continuously in existence for the rank of Sergeant.

ARTICLE 18 PAY PLAN

Section 18.1 Wages.

The following pay ranges and rates are established for Police Officers during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE JANUARY 1, 2019– 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$28.28	\$31.04	\$35.65	\$39.71	\$44.54
	Bi-weekly	\$2,262.40	\$2,483.20	\$2,852.00	\$3,176.80	\$3,563.20
	Annually	\$58,822.40	\$64,563.20	\$74,152.00	\$82,596.80	\$92,643.20

EFFECTIVE JANUARY 1, 2020 – 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$29.13	\$31.97	\$36.72	\$40.90	\$45.88
	Bi-weekly	\$2,330.40	\$2,557.60	\$2,937.60	\$3,272.00	\$3,670.40
	Annually	\$60,590.40	\$66,497.60	\$76,377.60	\$85,072.00	\$95,430.40

EFFECTIVE JANUARY 1, 2021– 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police	Hourly					

Officer		\$30.00	\$32.93	\$37.82	\$42.13	\$47.26
	Bi-weekly	\$2,400.00	\$2,634.40	\$3,025.60	\$3,370.40	\$3,780.80
	Annually	\$62,400.00	\$68,494.40	\$78,665.60	\$87,630.40	\$98,300.80

Section 18.2 Pay Plan Administration.

As to Police Officers, Step 1 shall be the rate of pay for original appointment. After completion of the first (1st) year of service, which service shall constitute the initial probationary period, the Member shall be advanced to Step 2. After completion of two (2) years of service from date of original appointment, the member shall be advanced to Step 3. After completion of three (3) years of service from the date of original appointment, the member shall be advanced to Step 4. After completion of four (4) years of service from the date of original appointment, the Member shall be advanced to Step 5.

Section 18.3 Pay Periods. All members shall be paid on a biweekly basis. The official pay date shall be every other Friday in that the pay date shall be the Friday following the end of the pay period, provided that when a holiday falls on a regular payday, the payroll shall be distributed on the day immediately preceding the holiday.

Section 18.4 Specific Personnel Actions. The rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Return to Duty When a member is permitted to return to duty in the same rank after separation from City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank corresponding to the step rate received at the time of separation. A member shall also serve thereof for that amount of time as would be required for advancement to the next step, with seniority credit being given for the time previously served prior to the separation.
- B. Return from Military Service Pursuant to Ohio Revised Code Section 5903.03, any member who leaves or has left the City service to enter the active service of the armed forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the Division, shall be entitled to receive compensation at the step rate to which the member would have been entitled had service with the City not been interrupted by service in the armed services. A member shall suffer no loss of seniority or break in service for the time during which the member was in active military service.
- C. Recall from Layoff A member who is recalled from layoff shall be reinstated at the same rate he or she would have received had the layoff not occurred and shall advance there from suffering no loss of seniority or break in service for the time during which the member was laid off.
- D. Reinstatement from Authorized Leave Time spent on authorized leave shall be credited for purposes of Step advancement and shall not constitute a break in service.

- E. Demotion of Sergeant If a Sergeant, through voluntary or involuntary demotion, returns to the bargaining unit, this individual shall be assigned to a vacant patrol assignment, with no ability to displace any member from his or her current assignment. Upon return to the bargaining unit, this individual shall not be given seniority credit for time outside the bargaining unit; however, this individual shall be credited with any seniority he or she had when the individual left a position in the bargaining unit. This individual's pay shall be based upon his or her seniority in the bargaining unit. The demotion of a Sergeant does not allow the City to put in place any layoff or job abolishment action within the bargaining unit.

ARTICLE 19 SERVICE CREDIT

Section 19.1 Service Credit. A member shall receive, as additional compensation, an annual service credit payment based upon completed years of service, according to the following schedule.

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2016
4-6 YEARS	\$750.00
7-9 YEARS	\$850.00
10-14 YEARS	\$1050.00
15-19 YEARS	\$1200.00
20 OR MORE YEARS	\$1300.00

Payment of the annual service credit shall be made in a lump sum, by separate check, which shall accompany the regular paycheck in the pay period following the member's anniversary date of original appointment as a sworn full-time officer in the Division of Police.

Service credit shall be pro-rated based on changes to a member's anniversary date.

ARTICLE 20 SHIFT DIFFERENTIAL

Section 20.1 Shift Differential. A member who works the majority of his or her shift after 1:00 p.m. and before 6:00 a.m. shall be paid a shift differential according to the following schedule:

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2016	\$1.25

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 Hours of Work. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off, except as provided in Section 21.2 of this Article. The wage rates prescribed in Article 18 are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

Section 21.2 Shift Assignments. It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday; if so authorized, the member's forty (40) hour workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 21.3 Overtime. All hours in paid status in excess of the scheduled workday or forty (40) in any workweek shall be compensated at one and one-half (1 - ½) times the member's regular rate of pay. No member shall be paid for overtime which has not been authorized by a supervisor under such directives or policies as the Chief may establish. There shall be no pyramiding of overtime.

For purposes of computing the overtime rate, the following components, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) hourly rate attributable to service credit (annual service credit amount divided by 2080 to arrive at hourly rate); (d) working out of rank hourly rate of pay; and (e) Field Training Officer supplement.

Section 21.4 Assignment of Overtime. The following provisions apply to the assignment of overtime for members:

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible officers. On the next regular working day that the Chief or designee, serving as Scheduler, works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication, provided that a member's working the overtime assignment will not result in an adjustment to his or her regularly assigned shift.

When an overtime assignment first becomes known to exist that is less than ten (10) days prior to the assignment, notice shall be communicated to all eligible officers. On the next regular work day that the Chief, or designee, serving as Scheduler, works, the overtime assignment will be awarded on a first come, first selected basis. Seniority will have no deciding factor in the selection of a member volunteering for the overtime. A double shift and or schedule adjustments may be considered by the Scheduler.

When no member volunteers to fill an overtime assignment as outlined above, the Chief, or designee, serving as Scheduler, may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment.

Section 21.5 Compensatory Time. A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1 ½) the member's regular rate of pay hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of a supervisor or command officer. Approval shall be granted, provided that the member's absence does not create a hardship on the operations of the Division. Approval shall not be unreasonably denied.

Each member's compensatory time bank shall be limited to a maximum accrual of sixty-four hours at any one time. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to the sixty-four (64) hour accrual. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year.

Section 21.6 Deviation. After posting of the master (annual) schedule, the Chief may alter days off scheduled only for the purpose of schooling, training, sick leave, or injury leave relief. After posting of the master (annual) schedule, the work schedule may not be reduced to avoid overtime without the consent of the member.

Section 21.7 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked. Effective April 1, 2019, detectives required to be on call shall receive 1 hour of vacation leave for each day on call and 1.5 hours of vacation leave for each holiday on call.

Section 21.8 Court Pay. If a member is required to appear in court as a part of his or her job duties at a time when he or she would otherwise be off duty, the member shall be paid at the applicable rate for the actual hours necessary to fulfill the court appearance, including travel time to and from a court session other than the Mayor's Court; however, a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. Except in emergency circumstances, the payment of court pay does not require a member to perform any other work other than to appear in court when required. A member shall be permitted to use an available cruiser for travel to and from a court appearance, subject to supervisory approval.

This paragraph is effective upon ratification of this Contract. Where a member receives cancellation of a court appearance more than ninety (90) minutes before the start of the scheduled court time, the member shall receive no premium pay under this paragraph. Where the member receives cancellation of a court appearance ninety (90) minutes or less before the start of the scheduled court time, the member shall receive two (2) hours straight time pay. However, if the member is notified of the cancellation of the court appearance during the travel time to court, as

specified in Division policy, the member shall receive three (3) hours court pay at the member's overtime rate.

Section 21.9 Patrol Shift Assignment Exchanges. Any two members of the same rank in Patrol assignments may mutually request the Chief that they be permitted to exchange their assigned shifts for any period of time during a calendar year. The members must notify the Chief of their requested exchange prior to the effective date of the exchange and provide notification to the Chief of the duration of the requested exchange. Such request may be approved at the discretion of the Chief. Any such approval does not constitute a past practice. The Chief's decision may be grieved, but is not subject to arbitration under the provisions of Article 6 of the Contract. If the exchange is approved, the members shall be considered to have changed shifts and receive the rate of regular pay applicable to the exchanged shifts.

Section 21.10 Separation. Upon separation from employment with the City for any reason, a member (his or her spouse or secondarily, his or her estate upon his death) shall be entitled to payment for any accrued but unpaid overtime hours including compensatory time hours accrued but not paid. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

Section 21.11 Canine Officer. The canine officer will be responsible for the care and maintenance of the assigned canine in accordance with Department policy. The City will provide all food, equipment, insurance and veterinary services for the canine.

To compensate the canine officer for the time spent in the care and maintenance of the canine, the Chief will decide, on a month to month basis, whether the canine officer will work a schedule of 7.25 hours five days per week but be compensated for eight hours per day or an eight hour shift five days per week. If the canine officer works eight hours shifts, he shall be paid an additional 3.5 hours at the overtime rate for such work week. The canine officer shall not be entitled to this additional pay if the officer is off work and the canine is boarded outside the officer's home.

The canine officers may be required to flex their shifts based on the operational needs of the Department.

ARTICLE 22 HOLIDAYS

Section 22.1 Paid Holidays. The following are designated as paid holidays for members:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, first Monday in September
7. Veteran's Day, November 11
8. Thanksgiving Day, fourth Thursday in November

9. Day after Thanksgiving, fourth Friday in November
10. Day before Christmas, December 24
11. Christmas Day, December 25
12. Day before New Year's Day, December 31
13. Any day, or part of a day, proclaimed as a holiday by the Mayor

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.
- D. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- E. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank in lieu of payment under paragraph B above for one or more holidays in a calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

ARTICLE 23 VACATION LEAVE

Section 23.1 Vacation Hours. Effective January 1, 2011, a member is entitled to earn vacation leave following completion of the first year of service, and thereafter, in accordance with the following schedule.

<u>Completed Years of Service</u>	<u>Hours Earned Each Year</u>
1-5 Years	88 hours
6-10 Years	128 hours
11-14 Years	168 hours
15-19 Years	216 hours
20 or more Years	232 hours

Section 23.2 Vacation Carry Over. A member may carry-over from year to year a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess in this permitted carry-over shall be forfeited, unless the Chief determines that a member may not take all or a portion of his or her carried-over vacation due to manning requirements. In that event, any vacation balance in excess of the permitted carry-over shall be paid to the member at the current rate of pay upon the conclusion of the calendar year in which the excess balance exists.

Section 23.3 Vacation Conversion. A member with at least seven (7) years of completed service for vacation purposes may, at his or her option, cash in up to forty (40) hours of vacation leave, provided that such hours are cashed in eight (8) hour blocks and further provided that such an option is exercised by December 31, of the calendar year in which the vacation is accrued.

Section 23.4 Vacation Scheduling. The Division shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to the Chief for vacation scheduling. These requests shall be granted as requested unless a conflict in scheduling necessitates that all requests cannot be granted. Seniority, as determined in Section 15.3 shall be the determining factor in the granting of vacation leave requests.

Section 23.5 Payment of Vacation Upon Separation. A member who is separated for any reason, or his or her spouse or secondarily, his or her estate upon the member's death, shall be paid in a lump sum at the member's rate of pay for all accumulated but unused vacation leave.

Section 23.6 Casual Leave. Casual vacation leave may be granted in one (1) hour segments upon approval of the member's shift Supervisor.

ARTICLE 24 SICK LEAVE

Section 24.1 Credit. Each member is to be credited with 4.6 hours of sick leave for each pay period of continuous service to the City. When used, sick leave shall be paid at the member's current rate of pay.

Section 24.2 Usage. Members may use sick leave, with the approval of the Chief, only for the following reasons:

1. absence due to illness or injury;

2. exposure to a contagious disease which could be communicated to and jeopardize the health of other employees; and
3. an absence due to the illness or injury of a member of the employee's immediate family wherein the employee's presence is reasonably necessary for the health and welfare of the family member.

Immediate family shall be defined as: mother, father, stepparent, brother, sister, child, stepchild, spouse, grandparents. For purposes of funeral leave only, immediate family shall also include: mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent.

Section 24.3 Accumulation. Unused sick leave shall be cumulative without limit. Previously accumulated sick leave of a member who has been separated from the City shall be credited to the member upon reemployment by the City. A member who transfers from one department or a division of the City to the Police Department shall be credited with any accumulated sick leave. Any member hired after January 1, 1986 will not be granted credit for sick leave earned while working for any other political entity, unless required by the Ohio Revised Code.

Section 24.4 Verification. The City may require a member to furnish a satisfactory signed statement to justify his sick leave. If professional medical attention is required by the member's immediate family, a certificate from a licensed physician, stating the nature of the condition and prognosis, may be required by the City to justify the use of sick leave. If the physician's statement states that the member is capable of returning to work, the City may cease payment of sick leave until the member returns to City service.

Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first three work days of each such leave shall be without pay, except as follows:

- A. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
- B. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the Chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.
- C. An employee on approved family medical leave shall not be charged with an occurrence for such leave under this section.

Section 24.5 Sick Leave Payout.

- A. A member with at least ten (10) years of service to the city upon retirement or resignation from the city with at least two weeks' prior notice to the city or upon death shall be paid for his or her accumulated but unused sick leave as follows:

1. Members who have completed at least 10 years' service to the city shall be entitled to twenty-five percent (25%) of their accumulated but unused sick leave, not to exceed 320 hours.
2. Members who have completed at least 15 years of service to the city shall be entitled to thirty percent (30%) of their accumulated but unused sick leave, not to exceed 540 hours.
3. Members who have completed at least 20 or more years of service to the city shall be entitled to forty percent (40%) of their accumulated but unused sick leave, not to exceed 760 hours.
4. Members who have completed at least twenty-five (25) years of service to the City shall be entitled to fifty (50%) percent of their accumulated but unused sick leave, not to exceed eight hundred-eighty (880) hours.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this section.

In the case of a member's death, the member's spouse or secondarily, his or her estate, shall receive this payment. This payment will be paid at the member's straight time hourly rate of pay in effect at the time of payment.

- B. If a member is killed in the line of duty, the member's spouse or secondarily, his or her estate will be paid an amount equal to one hundred percent (100%) of the deceased member's accumulated but unused sick leave. This payment will be paid at the member's regular hourly rate of pay in effect at the time of payment.

Section 24.6 Annual Sick Leave Conversion. Each calendar year, a member with at least four hundred eighty (480) hours of sick leave as of December 31 may convert up to sixteen (16) hours of sick leave to vacation leave or a cash payment. A member must give notification to convert by January 15 of the following calendar year. The payment shall be made February 15 of that year.

Section 24.7. Voluntary Sick Leave Donation Program. Effective January 1, 2013, the following voluntary leave donation program is established:

- A. A member may donate paid sick leave to a fellow member in order to assist a member in critical need of leave due to serious illness or injury of the member, the member's spouse and/or the member's immediate family member.
- B. A serious illness or injury for purposes of this program is defined as a serious illness or injury which qualifies as a serious health condition under the Family Medical Leave Act.
- C. A member may donate sick leave earned from the City if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned since the sick leave is donated on an as needed basis;
 - (2) Donates a minimum of four (4) sick leave hours;
 - (3) Retains a combined sick leave balance of at least two hundred (200) hours of sick leave from the City; and
 - (4) Does not donate more than two hundred (200) hours of sick leave in one (1) calendar year.
- D. For a member to receive donated leave, up to eighty (80) hours each pay period, the following conditions apply:
- (1) Has a serious illness or injury, as previously defined, or has a spouse or immediate family member with a serious illness or injury, as previously defined, and provides written documentation from his or her health care provider certifying the serious illness or injury;
 - (2) Has no sick leave and/or compensatory leave balances and has exhausted all vacation leave, except that a member may reserve up to forty (40) hours of vacation leave;
 - (3) Has applied for any paid leave and/or workers' compensation benefits program for which the member is eligible, provided that a member who has applied for these programs may use donated leave to satisfy the waiting period for such benefits;
 - (4) After the waiting period for the workers' compensation program has expired, donated leave may be used to supplement up to forty percent (40%) of the member's regular bi-weekly pay. The member may not receive more than he or she would have received in a regular pay period from workers' compensation benefits and leave donation, less applicable deductions. If the member is not eligible to receive workers' compensation benefits, the member may not receive more than he or she would have earned in a regular pay period from leave donations, less applicable deductions. No reimbursement for any overtime that the member may otherwise have earned is to be made to the member.
 - (5) A member who wishes to donate sick leave must agree to the above conditions and complete a City Donor Application Form. This form shall be available in the Chief's office. Subject to the Chief's Approval, the form shall be forwarded to the Director of Human Resources for processing.
 - (6) The donation of sick leave under this program shall occur on a strictly volunteer basis. With the permission of the member who is in need of leave, the Human Resources Director may inform members of a member's need for leave.
- E. The leave donation program shall be administered on a pay-by-pay basis. Members using donated leave shall be considered on active pay status, but shall not accrue vacation leave, sick leave or holiday pay. Members shall be entitled to other benefits under the collective bargaining agreement.
- F. Donated leave shall not count towards completion of a member's initial probation period, if received during his or her initial probationary period.

- G. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.
- H. Eligibility to receive donated leave shall cease upon any of the following occurrences:
 - (1) Certification from the member's health care provider that the serious health condition which necessitated the leave donation is no longer applicable;
 - (2) A member's application for service or disability retirement is approved;
 - (3) Death of the member; or
 - (4) Exhaustion of all available leave in the leave bank.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this Section.

ARTICLE 25 INJURY LEAVE

Section 25.1 Injury Leave.

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of his or her performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's hourly base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to his supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and return to work status at the earliest time permitted by the member's attending physician. After the member has been given permission to return to work status by the attending physician, and the member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of one thousand and forty (1040) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

- E. In lieu of injury leave under this Article, an employee may be permitted or required to work light duty.

ARTICLE 26 OTHER LEAVES OF ABSENCES

Section 26.1 Military Leave. Each member who is a member of a reserve or National Guard unit shall be granted a paid military leave of absence when called to temporary active duty or when called to military field training exercises. Members granted military leave shall be paid their regular wages for the time so served, provided that pay received by such members from the City shall be for a period not to exceed one hundred seventy-six (176) hours during each calendar year. Members who are on paid military leave, or who use unpaid leave for military service, shall accrue vacation leave while on paid or unpaid leave pursuant to the provisions of Section 23.1.

Section 26.2 Jury Duty Leave. Each member shall be excused for any regular scheduled workday when called to and reporting for municipal, county, state, or federal jury duty. Members so excused shall be paid their regular wages for the time so served, without deduction for any amount received from governmental authorities. If jury service is for a period of time less than the member's regularly scheduled workday, excused time will apply only to that portion of the day required for such service including reasonable time for travel and changing clothes. The member shall report to his or her supervisor on a daily basis concerning the expected duration of the leave.

Section 26.3 Funeral Leave. Each member shall be granted a paid leave not to exceed three (3) working days upon a death in the member's immediate family, as immediate family is defined in Section 24.2. It is recognized that situations may develop where a death in other than the member's immediate family warrants the City granting this paid leave. The Chief may grant such paid leave based upon the circumstances peculiar to each case. Such time shall not exceed three (3) working days.

Section 26.4 Voting Leave. A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided he or she could not otherwise reach the polls to vote during the time the polls are open outside his tour of duty.

Section 26.5 Examination Leave. A paid leave shall be allowed a member who participates in any Reynoldsburg Civil Service test or who must take a required examination pertinent to his or her City employment before a state, county, or federal licensing board, including the member's regularly scheduled tour of duty.

Section 26.6 Unpaid Leave of Absence. Upon a written request by a member, the Chief may grant the member a leave of absence without pay. The maximum leave without pay shall not exceed six (6) months. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the City, or for other related reasons, shall not exceed two (2) years. The authorization of a leave is solely a matter of administrative discretion and each request will be decided by the Chief based upon its own merits. Upon returning from a leave the member is to be placed in his or her original position or another position at a similar level of

responsibility with the same pay rate should the original position be abolished. Should a member fail to return to work upon the expiration of an authorized leave, that member shall be considered as having resigned. A member on unpaid leave does not earn sick or vacation leave credit.

ARTICLE 27 WORKING OUT OF RANK

Section 27.1 Working out of Rank A member who is temporarily required to perform the duties of a higher ranking position, and who performs the responsibilities of the higher ranking position for two (2) hours or more in a workday, shall be paid at the rate of pay equal to that paid to sergeants for all hours worked in the higher ranking position.

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM

Section 28.1 Participation. Members are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved by the Chief in advance.

Section 28.2 Allowances. The allowances for assistance are as follows:

Effective January 1, 2012, for approved courses earning college credit, a maximum of three thousand five hundred dollars (\$3,500.00) of tuition expenses for each academic year may be requested by a member, and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member.

Fifty percent (50%) of the expense incurred for textbooks required for approved courses will be paid, except that for non-college-level courses, a Two Hundred Fifty Dollar (\$250.00) limit is not to be exceeded.

To qualify for assistance, a member shall satisfactorily complete the course(s) by attaining a passing grade. Reimbursement shall be made upon submission of official transcripts, tuition statements and receipts for textbooks.

A member who has received educational assistance must remain a member for one (1) year following completion of the courses for which assistance was received. Should a member separate from service with the City within the one (1) year period, except in the event of a disability retirement, that member must repay any assistance received in the one (1) year period.

ARTICLE 29 UNIFORMS AND ALLOWANCE

Section 29.1 Initial Issue. The City shall furnish the basic uniforms and new equipment for all members according to the schedule in Section 29.6. Uniform parts and equipment shall be replaced by the City on an as needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 29.2 Repair or Replacement of Uniforms. The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence.

Section 29.3 Repair or Replacement of Eye Glasses. The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 29.4 Plain Clothes. Effective January 1, 2013, members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of nine hundred fifty dollars (\$950). Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the member, any civilian clothing and/or components damaged to the point of unserviceability or lost, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Section 29.5 Dry Cleaning. Members shall be reimbursed for necessary dry cleaning of uniforms or plain clothes items. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 29.6 Clothing/Equipment Schedule. The following items shall be provided by the City:

Belt Keepers – 4	Name Plate - 2
Belt (Trouser) – 1	Protective Vest - 1
Boots – 1 pair	Raincoat - 1
Breast Badge – 2	Service Weapon – 1 (with 3 magazines and gun lock)
Cite Bookholder - 2 (one large, one small)	Shirts - Summer - 5
Flashlight – 1	Shirts - Winter - 5
Flashlight Holder – 1	Shoes - 1 pair
Gloves – 1 pair	Ties – 3
Glove Holder – 1	Tie Bar - 1

Gun Belt – 1	Toboggan Hat – 1
Handcuffs – 1 (with Key)	Traffic Vest
Handcuff Case – 1	Trousers - 5
Hat Badge – 1	USB Flash Drive
Hat -1 (8 pt. hat and raincover)	Walkie Holder - 1
Holster - 1	Walkie Radio
Jacket - all season - 1	Whistle - 1
Mace Holder – 1	Whistle Chain - 1
Magazine Pouches - (double)	Wrist Watch - 1

ARTICLE 30 SPECIAL DUTY

Section 30.1 Rate of Pay. A member shall be permitted to work special duty assignments so long as any such special duty does not conflict with his or her regular work schedule. The rate of compensation for special duty shall be set by the Mayor. The Chief may promulgate rules and procedures for administering special duty, but no such rules or procedure shall be in conflict with this Contract.

Section 30.2 Authority. While working under special duty assignment, the member shall be considered to be acting under, and subject to, the terms of his or her employment with the City. A member shall be entitled to utilize City uniforms and clothing, and be covered by the City's workers' compensation policy while performing special duty, if not covered by the special duty employer's workers' compensation policy.

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 30.4 Administration. The Chief, or designee, shall administer the special duty program according to the following criteria:

- A. Special duty assignments posted on a monthly basis shall be offered to members who sign up by seniority. Special duty assignments made available on other than a monthly basis will be available to members on a first come basis. The current assignment policy shall be used, as provided in General Order 22.3.4 as of September 1, 2011. No member shall be permitted to work special duty assignments until he has obtained an Ohio Police Officer Training Course Basic Training Certificate and has satisfactorily completed the Department Field Training Program.

- B. Once a member has accepted a special duty assignment, he or she shall report to that assignment in a timely manner, prepared for duty. If a member should wish to withdraw from a special duty assignment that he or she has accepted, the member shall find a replacement to insure that the assignment is filled. Repeated violations of this provision or of other rules pertaining to special duty, as determined by the Chief, may make the member subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.
- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.
- D. During emergency circumstances (such as a scheduled employee marking off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than twenty-four (24) hours prior to reporting time) the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of this Article.
- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

ARTICLE 31 INSURANCE

Section 31.1 Medical Insurance. The City shall provide- hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) of the in-network deductible. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

For the purpose of any Health Savings Account to which the City may contribute, employees hired after January 1 will have their HSA contribution pro-rated based on their date of hire. In addition, current members who have an insurable event (e.g. marriage, birth or adoption) will have their contribution pro-rated based on the date of the insurable event.

Notwithstanding the previous paragraph, a member shall be entitled to the full HSA contribution upon the birth of a child or a life threatening illness causing serious harm to the member or a covered member of his/her family.

Insurance coverage is effective the first day of the month after hire.

Section 31.2 Life Insurance. The City shall pay for life insurance for each member in the amount of \$100,000, with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.5 Liability Coverage. The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 31.6 Premium Contribution. Effective January 1, 2019, each member shall contribute 12% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The Lodge and the City have the right to select their own Negotiations Committee and to change Committee members at will. The parties agree to engage in multi-unit bargaining. Negotiations teams shall consist of no more than four (4) committee members, excluding consultants.

Section 32.2 Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counter-proposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 32.3 Information Furnished. The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counter-proposals, and to negotiate in good faith.

Section 32.4 Private Meetings. The parties agree to negotiate in private meetings pursuant to 4117.21 of the Ohio Revised Code. These meetings will be held as mutually agreed.

Section 32.5 Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 32.6 Informal Minutes. Each party may informally keep its official own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 32.7 Proposals. The Lodge and the City shall determine the timing of the presentation of the respective proposals. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 32.8 Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 32.9 Release time for Negotiations. Members of the Lodge Negotiating Committee will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. Members who attend negotiation sessions with the City on their off duty hours shall be entitled to two hours of vacation leave for each such meeting. If negotiations end prior to the last thirty (30) minutes of a released member's scheduled quitting time, the released member shall report to his/her supervisor for duty.

Section 32.10 Applicable Law. The City and the Lodge agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative Contract shall be governed by Ohio Revised Code 4117.10 and 4117.14.

ARTICLE 33 MISCELLANEOUS ECONOMIC PROVISIONS

Section 33.1 Travel Allowances. If a member uses a personal vehicle for City or Department business, including travel to and from court appearances as authorized by the Chief, he or she shall be reimbursed for such use at the current rate allowed by Internal Revenue Service Regulations.

Section 33.2 Field Training Officer. A member who serves as a field training officer for bargaining unit members shall receive a pay differential for each hour of training time spent with the trainee. Effective January 1, 2012, this pay differential shall be \$2.50 per hours.

Section 33.3 Leave Donation. A member may voluntarily donate sick leave or vacation leave time to other members in a manner to be established by agreement of the City and the Lodge through the Labor Relations Committee.

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

Section 34.1 Declaration of Emergency. In cases of emergency declared by the Mayor or Chief, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of members.

Section 34.2 Termination of Emergency. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 35 FAMILY LEAVE

Section 35.1 Family and Medical Leave.

- A. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to a member who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - 1. Because of the birth of a child or placement for adoption or foster care of a child;
 - 2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or “in loco parentis” has a serious health condition;
 - 3. Because of a serious health condition that makes the member unable to perform his/her employment functions.
 - 4. A qualifying exigency relating to an immediate family member’s call to active duty in the military.

In addition, eligible members may take up to 26 weeks of leave in a single twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces with a serious injury or illness arising out of such service.

- B. The member must provide the Department with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days' notice is not possible. The member must provide the Department with certification of the condition from a health care provider. The City, at the City's expense, may require a second opinion (which is binding) on the validity of the certification.

A member seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays and compensatory time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The member will be responsible for his/her share of the health insurance cost (if any) during the unpaid FMLA leave. If the member does not return from the FMLA leave for reasons unrelated to the FMLA leave, he/she is responsible for the total insurance premium paid by the City. The City may, at its sole discretion, waive the repayment of insurance premiums. The City will be responsible for the 30 day premium under COBRA.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Contract.

Generally, paid sick leave for the father of a newborn child shall be limited to the first ten (10) work days after the birth of the child. Additional paid sick leave will be available to the father upon presentation of proper documentation of a serious health condition warranting the use of paid sick leave.

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

Light duty is defined as a temporary work assignment that will not conflict with or compromise the medical evaluation of a member who is subject to a work-related injury/illness or off-duty injury/illness. Duties may be of a nature not normally performed by the member but shall be ones the member is capable of performing. The member's supervisor and scheduled days and hours of work may differ from his or her normal supervisor and work schedule.

Light duty will normally be limited to no more than thirty (30) work days (6 calendar weeks); however the Chief, for good reason, may modify or extend that time on a case by case basis.

At a member's request to the Chief, a member may be allowed to perform light duty as opposed to being on or continued on injury leave, sick leave or unpaid leave. Light duty may also be allowed when requested by a member who has applied for disability retirement through the state pension fund. The member shall give the Chief notice as to the date upon which his or her application is made. Light duty will only be considered if an operational need is determined for the duties to be performed.

The City may require that the member requesting light duty obtain, at his or her own expense from a physician, a release that the member is medically capable of performing those duties for a period of time. The City retains the right to have a physician, at the City's expense, determine if a member being considered for light duty is medically capable of performing the job duties for a period of time.

ARTICLE 37 DURATION

Section 37.1 Duration. The provisions of this Contract are effective January 1, 2019 except where otherwise indicated, and remain in full force and effect through December 31, 2021.

Section 37.2 Successor Contract. This Contract shall remain in full force and effect until a successor Agreement is reached by the parties or a final settlement award is reached through the use of Ohio Revised Code Section 4117.14.

Section 37.3 Understanding. The parties recognize that this Contract represents the full agreement between the parties for this term of bargaining. This recognition in no way is meant to interfere with or limit any other rights to bargain that may be awarded to either party by any section of Chapter 4117 of the Ohio Revised Code.

SIGNATURE PAGE

Signed and dated this _____ day of _____, 2019.

FOR THE CITY OF REYNOLDSBURG**FOR THE FRATERNAL ORDER OF
POLICE, CAPITAL CITY LODGE #9**

Brad McCloud, Mayor

Keith Ferrell, Lodge President

David Plesich, Chief of Police
Service/Safety Department

Officer Ryan Kiser
FOP Team Member

James Hood, City Attorney

Officer Katherine Mielke,
FOP Team Member

Marc A. Fishel, Labor Counsel

Officer Michael Loyszcyk,
FOP Team Member

Officer Kevin McCrady,
FOP Team Member

Bryan Toth, Lodge Liaison

Ronald H. Snyder, Lodge Attorney

Attachment: 2019-2021 FOP Tentative Agreement- Patrol Officers (FOP Contract 1/19 - 12/21)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Finance and Administration Committee****RE: Collective Bargaining Agreement with the Ohio Patrolmen's
Benevolent Association from January 1, 2019 Thru December 31,
2021**Statement of emergency: Current contract has expired. Request adoption
as emergency upon third read.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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ARTICLE 1 CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the “City”), and the Ohio Patrolmen’s Benevolent Association (hereinafter referred to as the OPBA).

Section 1.2 Purpose. This Contract is made for the purpose of maintaining the efficient operation of the Division of Police, for promoting cooperation, and orderly, constructive and harmonious relations between the City, the members of the bargaining units represented by the OPBA (hereinafter referred to as “member” or “members”), and the OPBA.

Section 1.3 Legal References.

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the OPBA are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws and ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of members are not superseded by this Contract, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and the original appointments from the eligibility lists are not subjects of bargaining under this Contract.
- B. 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 this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract, upon written request by either party, the parties shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration 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.

Section 1.5 Past Practices. The City and OPBA acknowledge that certain customs and practices presently exist on a Division-wide basis with respect to the operation of the Division of Police that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to the Chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a Lieutenant or the Chief constitute a past

practice or custom. The City agrees not to alter such customs and practices without advance notice to the OPBA President, when practicable.

A meeting of the Labor-Management committee to discuss any proposed alterations will be held should the OPBA so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The OPBA is recognized by the City as the exclusive representative for all members identified in the Bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Units. The Bargaining Unit consists of all sworn full-time members of the Division who are of the ranks of Sergeant and Lieutenant.

ARTICLE 3 OPBA SECURITY

Section 3.1 Dues Deduction. The City agrees to deduct OPBA membership dues in the amount certified by the OPBA to the City, the first pay period of each month from the pay of any OPBA member requesting the same in writing. The City also agrees to deduct OPBA initiation fees and assessments, in the amount certified by the OPBA to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate OPBA member. If an OPBA member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay.

If a deduction is desired, the OPBA member shall sign a payroll deduction form which shall be furnished by the OPBA and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the OPBA, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the OPBA members for whom deductions were made. Nothing herein shall prohibit OPBA members covered by this Contract from submitting dues directly to the OPBA.

Any OPBA member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the President of the OPBA expressing the OPBA member's desire to withdraw his or her dues deduction authorization. The OPBA shall be solely responsible for refunding any dues, fees, or assessments to any member.

The City shall provide the OPBA with additional payroll deductions for the purpose of the OPBA providing additional member benefits on a voluntary basis, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.

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

Section 3.3 Indemnification. The OPBA hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in reliance upon the provisions of this Article.

Section 3.4 Use of Intra-Division Mails and E-Mail. The OPBA shall be permitted to utilize the Intra-Division mail and e-mail systems for the purpose of providing information, pertaining to OPBA business or Bargaining unit representation, to members. The OPBA agrees that the use of the mail and e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or representation of the bargaining units. All mail placed into the mail system by the OPBA shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the OPBA's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

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

This box shall be portable in nature and of a size large enough to collect the ballots of the affected member. The placement of the box shall be in the Roll Call Room. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed. Further, the OPBA agrees to hold the City and Division harmless from any claims, disputes or lawsuits pertaining to the tampering or other misuse of the ballot box.

Section 3.6 Bargaining Unit(s) Meetings. The OPBA shall be permitted, upon prior notification to the Chief to hold meetings at Division headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the OPBA, the City will so notify the requesting party.

No Bargaining unit member or member of the OPBA shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.7 Bulletin Board. The OPBA shall be permitted to maintain one (1) bulletin board in each locker room at Division headquarters. OPBA communications and personal communications between members only will be permitted to be posted on this board.

Section 3.8 OPBA Business. The OPBA President, or designee, shall be permitted to transact official OPBA business at Division work sites at reasonable times, provided that normal Division operations shall not thereby be interfered with or interrupted. The Chief, or in the absence of the Chief, the command officer on duty shall be notified in advance of such visitation.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 Joint Pledge. The City and the OPBA shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, gender, creed, religion, ancestry, national origin, disability, political affiliation, veteran's or military status or application for or participation in the State workers' compensation program.

Section 4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the OPBA, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the OPBA.

Section 4.3 OPBA Pledge. The OPBA agrees not to interfere with the desire of any member to become and remain a member of the OPBA, or to refrain from OPBA membership. The OPBA agrees to fairly represent all members subject to the provisions and procedures set forth in 4117.11(B)(6) and 4117.12 of the Revised Code.

Section 4.4 Interpretation. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Grievance Defined. A grievance is any unresolved question or dispute based upon the misinterpretation, misapplication or violation of this Contract.

Section 5.2 Qualifications. A grievance can be initiated by the OPBA or an aggrieved member. The OPBA shall not file a grievance on behalf of a member without the member's knowledge. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the OPBA may select two (2) members to process the grievance as the designated representatives of the affected group members.

Any OPBA Grievance must be filed in writing at Step 1 within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the OPBA knew or should have known of the occurrence giving rise to the grievance.

A member has the right to present grievances and have them adjusted, without the intervention of the OPBA, as long as the adjustment is consistent with the terms of this Contract and as long as the OPBA has the opportunity to be present at the adjustment.

Section 5.3 Grievance Representatives. Members of the supervisory bargaining unit shall elect one (1) Grievance Representative who shall serve as Grievance Chairman for the unit.

The authorized function of a Grievance Representative shall include the attendance at any City and OPBA joint meetings relating to a grievance and the representation of the OPBA in investigating, processing or coordinating grievances pertaining to the Grievance Procedure contained in the Contract.

A Grievance Representative may be granted release time with pay to perform the function described herein upon approval from the Chief or Chief's designee which approval will not be unreasonably denied. The withholding of approval for release time shall result in an automatic equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. Such release time will not be considered for purpose of computing overtime compensation.

Section 5.4 Grievance Procedure The following steps and procedures shall be utilized in the resolution of grievances:

- A. Step 1 - Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

The Chief, or Chief's designee, shall investigate the grievance and schedule a meeting with the member and the Grievance Chairman or Grievance Representative within fourteen (14) calendar days of the receipt of the grievance. A designated OPBA Representative may also attend the Step 1 meeting. The Chief or Chief's designee shall investigate and respond in writing to the member within seven (7) calendar days following the Step 1 meeting.

- B. Step 2 - Mayor If the grievance is not resolved in Step 1 and the member wishes to proceed to Step 2, the member shall present the written grievance to the Mayor or Mayor's designee within seven (7) calendar days of the receipt of the response at Step 1. The Mayor or Mayor's designee shall investigate the matter and shall meet with the member and the Grievance Chairman and Grievance Representative within fourteen (14) calendar days of the Mayor or Mayor's designee's receipt of the grievance. A designated OPBA representative may also attend the Step 2 meeting. A response shall be given to the member within fourteen (14) calendar days following the meeting at Step 2.

Section 5.5 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 the Chief, which approval will not be unreasonably withheld. Grievance Meetings at Step 1 and Step 2 shall be held during the grievant's shift hours or immediately before or immediately after said shift hours, as reasonably determined by the Chief.

Section 5.6 Time Limits. It is the City's and the OPBA's intention that all time limits in the Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the OPBA's and the City's designated representatives may mutually agree, at any Step, to extensions of time for response, but any such agreement must be in writing and signed by the parties. If the City does not respond within the specified time limits, the grievance shall automatically advance to the next step. Any Step may be waived by mutual written consent of the parties.

If any office specified for the receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8 Grievance Form. The City and the OPBA shall continue to use their jointly developed Grievance Form which shall be provided by the OPBA for use in filing grievances.

Section 5.9 Calendar Days. For the purpose of computing time, "calendar days" as used in this Contract does not include approved leaves or holidays.

Section 5.10 Grievance Content. After the original grievance is filed, the content and substance of the grievance will not be altered at subsequent Steps, except that additional documentation may be provided in support of or in response to the grievance.

ARTICLE 6 ARBITRATION

Section 6.1 Arbitration Procedure. Should a grievant, after receiving the written answer to the grievance at Step Two of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the OPBA request that the grievance be heard before an arbitrator. The OPBA, must notify the Mayor in writing of the OPBA's intention to proceed to arbitration within twenty-one (21) calendar days of the grievant's receipt of the written response at Step 2.

Section 6.2 Selection of Arbitrator. Following the receipt of the OPBA President's written notification of the OPBA's intention to proceed to arbitration, the parties will jointly request the Arbitration Mediation Services ("AMS") to provide the parties with a panel of seven (7) arbitrators, with Ohio addresses from which the parties can select an arbitrator. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The initial strike is to be determined by a coin flip. The parties may also select an arbitrator by mutual agreement at any time.

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the OPBA the opportunity

to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 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 shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitration shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Where necessary, the Grievance Chairman or the Grievance Representative who has been responsible for handling the grievance that forms the basis for the arbitration hearing shall be allowed to adjust his or her work hours on the date of the hearing so that he or she may attend the hearing in paid work status. Such request must be made at least seven (7) calendar days in advance of the hearing. Notwithstanding any other provision of this Contract, in the event of such a work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

Section 6.5 Arbitrator's Findings. The arbitrator's decision and award will be in writing and mailed to the OPBA President and the Mayor, or their designees, within thirty (30) calendar days after the hearing record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

ARTICLE 7 OPBA REPRESENTATION

Section 7.1 OPBA Release Time. The Grievance Chairman shall be released with pay from regular job duties for up to twenty (20) hours per calendar year to attend grievance training sessions conducted by or sponsored by the OPBA. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

Section 7.2 OPBA Delegates. Duly elected delegates or alternates to the State Conferences of the OPBA shall be allowed to change their days off to coincide with the Conference dates. Any additional time off will be through the use of vacation time.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout. The City agrees not to cause, permit, or engage in any lockout of members.

Section 8.2 No Strike. The OPBA agrees that neither it nor any members covered by this Contract, individually or collectively, shall for any reason, engage in strike activity.

- A. The City and OPBA agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire of the OPBA and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.
- B. The OPBA and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the OPBA, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 MANAGEMENT RIGHTS

To assure that the Division continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain the efficient and responsive police protection for the citizens of the City of Reynoldsburg, the City retains the right to determine Division policies and procedures and to manage the affairs of the Department in all respects.

Section 9.1 Management Rights. Except where otherwise specifically limited by this Contract, the City retains right and responsibility to:

- A. Determine the size and composition of the Division workforce, the organization structure of the Division and the methods by which operations are to be performed by members;
- B. Manage the Division's budget;
- C. Determine the nature, extent, type, quality and level of services to be provided to the public by members and the manner in which those services will be provided;
- D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials members shall use;
- E. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting members;
- F. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Division to assure efficient operations;

- G. Direct and supervise members;
- H. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to members;
- I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), or assign (permanently or temporarily) members;
- J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline members for just cause;
- K. Lay off members because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive or not cost effective;
- L. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- M. Maintain and improve the efficiency and effectiveness of the City's operations;
- N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- O. Determine the adequacy of the workforce;
- P. Determine the overall mission of the Employer;
- Q. Effectively manage the workforce; and
- R. Take actions to carry out the mission of the City.

ARTICLE 10

INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations. This Section is designed to address internal investigations of members. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to OPBA representation prior to any questioning. During such questioning, the member has the right to be represented by an OPBA representative or a OPBA attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her

right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.

- C. In all internal investigations, the member's chosen OPBA representative or OPBA Attorney shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to his or her shift, preferably during his or her work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other physical necessities.
- F.
 - (1) Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
 - (2) The City shall request that a complaining party provide a signed written statement of his or her complaint. An anonymous complaint must be reduced to a written narrative prior to any questioning of a member.
- G. When a member or any other witness is being interviewed in an internal investigation, such questioning shall be tape recorded by the Division.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination, voice stress analysis or other purported truth detection examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief. No such examination shall be administered without the member's written consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No such examination may be given without the advance permission of the Chief or Chief's designee. The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this Contract, polygraph examinations include only those instruments that are acceptable to the courts in the State of Ohio.

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) days in advance of any Division hearing related to the charge involved.
- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate the Deputy Chief, Sergeant or Lieutenant to conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Safety Director of the member's termination, the Chief will assign the investigation to the Deputy Chief or a Lieutenant to conduct the investigation. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or OPBA.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

Section 10.2 Corrective Action. No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include documented warning before a written reprimand, a written reprimand before a suspension and a suspension before demotion/removal for the same or related offenses. If the offense is of a serious nature, the Chief may determine that a different sequence of discipline be utilized.

- B. Newly promoted members will be required to serve a probationary period of twelve (12) months. If the employee fails to successfully complete the probationary period or desires to return to his or her previous classification, during the probationary period, for any reason, he or she shall be entitled to return to his or her previous classification. Probationary employees shall be entitled to utilize the grievance and arbitration procedures in this Agreement for all eligible matters, including, but not limited to, all discipline, except for demotion due to failure to successfully complete the probationary period.

Section 10.3 Departmental Hearings. Departmental hearings will be held prior to the imposition of any suspensions, reduction in pay or rank, and/or removal. At least seven (7) calendar days, prior to any Departmental Hearing before the Mayor or his designee the member will receive from the Chief of Police a written statement of all charges and specifications as well as notice of time and date of the Departmental Hearing. At a Departmental Hearing, the charged member shall be allowed to be represented by a Lodge attorney or representative.

The place for the hearings will be determined by the Mayor or his designee. Hearings shall be recorded at the direction of the Mayor or his designee or at the request of either the Division of Police or the member.

A Member who is charged, or his or her Lodge attorney or representative, may make a written request for one continuance of the Departmental Hearing. Such request will be granted where practicable at the discretion of the Mayor or his designee.

The Departmental Hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental Hearing prior to any public statement.

A Member who is charged, or his or her OPBA attorney or OPBA representative, may make a written request, directly to the Chief, to review his or her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental Hearing.

The member and/or his or her OPBA Attorney or OPBA representative shall have the opportunity to confront and cross-examine his or her accusers and offer testimony and call witnesses and present evidence on his or her behalf. Any member who is on duty and called as a witness shall be released with pay in order to attend the hearing. The calling of witnesses shall not unduly interfere with Departmental operations.

Section 10.4 Appeal From Disciplinary Decision. If suspension, reduction or removal is imposed as a result of the disposition of the Departmental Hearing, a member, with the approval of the OPBA President, may appeal such decision directly to binding arbitration under the provisions of Article 6 within twenty-one (21) calendar days after the order is received. In lieu of proceeding directly to arbitration, a member may appeal the decision to impose disciplinary action to the Civil Service Commission, as provided in the Civil Service Commission Rules. If the Civil Service Commission

accepts jurisdiction over the member's appeal, the member is precluded from proceeding to arbitration.

Section 10.5 Duration of Records. All actions of record will be maintained in each member's personnel file throughout his or her period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. When a documented warning is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented warning will be maintained for twelve (12) months from the date of any subsequent corrective action.

Any records of written reprimands will be removed from the file, and destroyed upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Where a written reprimand is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented written reprimand will be maintained for two (2) years from the date of any subsequent corrective action.

Suspensions shall be removed and destroyed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Where a suspension is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original suspension will be maintained for four (4) years from the date of any subsequent corrective action.

Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action.

Although not considered formal discipline, Letters of Counseling shall be retained for six (6) months.

Section 10.6 Request for Removal and/or Destruction. When a member initiates a written request to have a document removed and/or destroyed, the request shall be forwarded to the Chief. The Chief shall act upon the request by either granting the request and forwarding the request to the Human Resources Department for action or disagreeing with the request and returning it to the member with an explanation.

Section 10.7 Review of Personnel File The City and the OPBA agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or supervisor's designated representative.

Except as required by Section 149.43 of the Ohio Revised Code; except for supervisory and administrative personnel with legitimate need to know; except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. Except for the above personnel, no information in a member's personnel file will be shared with anyone outside the Department and City administration,

except name, place of employment, dates of employment, rank and pay range; however, additional specified information may be given upon the advance, written approval of the member involved to the Chief. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.8 Inaccurate Documents. If upon examining his or her personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, he or she may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. If the Chief disagrees with the member's contentions the Chief shall attach the member's memorandum to the document in the file and note thereon his or her disagreement with the memorandum's contents.

Section 10.9 Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in a member's personnel file unless the member is simultaneously provided a copy. The personnel file copy of any disciplinary document shall either bear the signature of a member as to the member's receipt of a copy or bear the signature of a supervisor indicating the member's receipt of a copy but refusal to sign the personnel file copy.

Section 10.10 Performance Evaluations. A member's signature on any performance evaluation shall be viewed as only a representation that the member has read it and shall not be viewed as representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when he or she signs it upon request.

Section 10.11 Administrative Leave. Prior to the disposition of the Departmental Hearing, the member may be placed on administrative leave with pay should the Mayor determine there are urgent reasons to take this action. The length of the leave shall be solely at the Mayor's discretion. No member shall be suspended without pay pending a disposition of the Departmental Hearing.

ARTICLE 11 WORK RULES AND DIRECTIVES

Section 11.1 Notification. The City agrees that, General Orders, Special Orders, Division Directives, Law Advisories, and like Work Rules shall be reduced to writing and provided to all members in advance of their enforcement. Nothing in this Article shall be construed as limiting the Division's ability to issue lawful verbal orders on a Division-wide basis as may be operationally necessary in an emergency situation.

ARTICLE 12 LABOR RELATIONS MEETINGS

Section 12.1 Informal Discussions. The City and the OPBA recognize the benefit of an exchange of ideas and information. For this reason the Mayor and/or Mayor's designated representative(s) and the Chief welcome the designated OPBA Representative to meet and informally discuss matters of mutual interest and concern. Permission to meet with the Mayor and/or Mayor's designated representative and the Chief will not be unreasonably withheld.

Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the OPBA may have up to four (4) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the OPBA as to any modification of the contract.

Section 12.3 Release Time. Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

Where necessary, one OPBA Committee Member shall be allowed to adjust his or her work hours on the day of the Labor Relations Meeting so that he or she may attend the meeting in paid work status. Such requests must be made at least twenty-one (21) calendar days in advance of the meeting. Notwithstanding any other provision of this Contract, in the event of such work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

Section 13.1 Layoffs. When it becomes necessary to reduce the workforce in the Division, the youngest member in point of service shall be first laid off and any layoff thereafter, shall be by reverse seniority, provided that all part-time, intermittent, seasonal, or temporary employees of the Division shall be laid off before any member is laid off.

Section 13.2 Job Abolishment. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished, the incumbent shall be first allowed to fill any available vacancy in his or her rank. If no such vacancy exists, the incumbent shall displace the next less senior member in his or her rank, or if there is no next less senior member in his or her rank, the incumbent shall displace the next youngest officer in the next lower rank and the youngest member in the next lower rank shall be allowed to displace, and so on down until the youngest member in point of service has been reached, who shall be laid off.

Section 13.3 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action. This notice is to be sent by certified mail to the member's home address of record or hand-delivered to the member such that the notice is received on or before the fourteenth day prior to the layoff or displacement action. The notice shall contain the following information:

1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;

4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

Section 13.4 Appeals. A member may elect to appeal from a layoff or displacement action either to the Civil Service Commission or, with the approval of the OPBA President, directly to binding arbitration as provided in Article 6. If an appeal is taken to the Civil Service Commission, and the Commission asserts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 13.5 Reinstatement. Should an abolished position be recreated or reestablished within twelve (12) months from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within twelve (12) months from the date of layoff or displacement, and the City determines to fill the vacancy, the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed his or her initial probationary period and is otherwise qualified for the position.

The notice of recall shall be sent to the member's last known address by certified mail and a copy shall be sent to the OPBA. The City shall be deemed to have fulfilled its obligation as to recall by mailing the recall notice by certified mail, return receipt requested, to the last known mailing address provided by the member. The recalled member shall have fourteen (14) calendar days following the mailing date to notify the City of his or her intention to return to work. The member shall then report to work within twenty-one (21) calendar days following the mailing date, unless a different date as to return to work is agreed upon by the Chief and the member.

All members with recall rights (as outlined above) will be given the right to reinstatement if qualified for the available position before any temporary, or less senior full-time members may be rehired or hired by the City for the available position in the Division of Police.

Such twelve (12) month period of time shall be computed exclusive of the time spent in the Armed Services of the United States.

If any member has bumped to a lower rank, he or she shall be reinstated to a vacancy in his or her prior rank before any laid off member shall be reinstated to a position in that rank

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Equipment. The City will furnish and maintain in the best possible working condition the tools, facilities, and vehicles required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligent action and to properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions. The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Anti-nepotism

A. Definitions:

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member ~~of~~ or member's spouse.
2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.

B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.

C. Members who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

ARTICLE 15 ASSIGNMENTS AND SENIORITY

Section 15.1 Filling of Patrol Assignments. All Patrol shift assignments shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. No such request shall be unreasonably denied. 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 15.3. This process will be followed in shift assignment.

Should any opening occur during the year, one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains 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 fifteen (15) 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 not apply to subsequent vacancies occurring as a result of this procedure.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. Skill, ability,

work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. For any Non-Patrol assignment, an applicant must have a minimum of one (1) years of continuous service in a patrol assignment as a sergeant in order to receive consideration. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For purposes of filling vacant assignments, seniority shall be determined in accordance with the provisions of Section 15.3.

Section 15.3 Seniority Defined. Seniority shall be defined as follows:

- A. Seniority shall be the member's length of continuous service as a Sergeant with the Division. If two members are promoted to Sergeant on the same day, the member highest on the eligibility list shall be considered to have greater seniority than the other member promoted on the same day.
- B. Seniority shall be lost upon occurrence of any of the following events:
 - 1. Removal for just cause;
 - 2. Resignation, including resignation for purposes of regular retirement;
 - 3. Layoff for a period of time exceeding twelve (12) months;
 - 4. Unexcused failure to return to work upon expiration of an approved leave of absence; or,
 - 5. Unexcused failure to return to work upon recall from layoff.

Seniority shall not be lost where a member is reinstated due to the disaffirmance of a removal or layoff.

- C. "Continuous service" shall not include any period of time due to:
 - 1. Suspension of more than three (3) days;
 - 2. Unauthorized leave of absence;
 - 3. An authorized unpaid leave of absence which exceeds two (2) work weeks, except where the unpaid absence is due to either a duty-related illness or injury or any other reason for which an applicable law, ordinance, or other provision of this contract would not allow for loss of continuous service credit. The loss of continuous service credit under Section 15.3(d)(3) shall also result in the member being ineligible for vacation accrual eligibility under Section 23.1 for the period of time the authorized unpaid leave of absence exceeds two (2) weeks.

Where there is an occurrence under this paragraph, the member shall receive continuous service credit except for the period of time due to the occurrence.

Section 15.4 Seniority List. A seniority list shall be kept by the Chief and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

ARTICLE 16 POLITICAL ACTIVITY

Section 16.1 Permitted Political Activity In addition to other rights, a member may participate in the OPBA Political Screening Committee which supports partisan activity. A member may serve on the OPBA political screening committee or take such other action, at the direction of the OPBA, which would fall within the purview of said Committee, provided that such activity is undertaken while the member is off duty and not in identifiable uniform.

ARTICLE 17 PROMOTIONS

Section 17.1 Promotions to Lieutenant. Promotions to the rank of lieutenant shall occur from a competitive promotional examination open to members of the police department who have attained at least three (3) years as a sergeant for the City of Reynoldsburg as of the date of the oral assessment and an Associate's Degree or two years of college education from a community college, college or university that would enable the candidate to be admitted to an under-graduate school as a third year student at an accredited college or university. In the alternative, a Sergeant must have at least seven (7) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

When there are not two (2) or more Sergeant candidates within the Reynoldsburg Police Department eligible and willing to compete for promotion to the rank of Lieutenant, an open posting shall be conducted for potential candidates who are currently certified law enforcement officers through the Ohio Peace Officers Training Council and who possess the relevant minimum qualifications set forth above.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Lieutenant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than thirty (30) calendar days prior to the date of the assessment. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the assessment. At least three (3) copies of the resource material shall be available to members at the Division at the time of posting of the notice.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Lieutenant shall consist solely of an oral assessment conducted by an accredited outside agency.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit, as defined in Article 15, section 15.3 of this Agreement, shall be added to the total score to determine the final promotional examination score. A maximum of 10% of the total possible examination score shall be added for seniority credit. A member's final examination score shall include seniority credit. The date for calculation of seniority credit shall be the date upon which the oral board component is held.

Seniority points will be awarded based upon completion of years of continuous service as a Sergeant

within the Division up to an allowable maximum of 10 points. 1 point will be awarded for each completed year during the member's first four (4) years of continuous service and .6 points will be awarded for each year during the next ten (10) years for a maximum total of 10 points.

Section 17.5 Examination Administration. The Commission shall utilize the services of a professional testing consultant or agency to assist it in the administration of the promotional examination and to insure that the promotional examination is valid under applicable testing standards.

All assessors who participate in the oral assessment shall be from comparable police agencies in Ohio and shall be sworn police officers of the rank of Lieutenant or above who have served in that capacity a minimum of five (5) years.

Section 17.6 Eligible List. The Commission shall establish an eligible list ranking members in the order of their final examination scores. The list shall be established within thirty (30) days of the oral board. The list shall be transmitted by the Commission to the Mayor. This eligible list shall be in effect for a one (1) year period after the oral board.

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top four (4) ranked individuals for any vacancy in the rank of Sergeant, except where there are fewer than four (4) candidates.

ARTICLE 18 PAY PLAN

Section 18.1 Wages

The following pay ranges and rates are established for Sergeants during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$51.56	\$53.11	\$54.70
	Bi-Weekly	\$4,124.80	\$4,248.80	\$4,376.00
	Annually	\$107,244.80	\$110,468.80	\$113,776.00

The following pay ranges and rates are established for Sergeants during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$54.78	\$56.42	\$58.12
	Bi-Weekly	\$4,381.78	\$4,513.60	\$4,648.80
	Annually	\$113,926.40	\$117,353.60	\$120,868.80

Section 18.2 Retirement Pickup.

- A. The City shall utilize the salary reduction method of Pension Pick Up for the full amount of the statutorily-required employee contribution to the Police and Fire Pension Fund (“The Fund”). This full amount 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. This “pick up” shall be accomplished under applicable regulations of the Fund and the Internal Revenue Service.
- B. The City shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding. The City’s understanding is that Federal and Ohio income tax laws and regulations presently require it to report as a member’s gross income the member’s total annual salary exclusive of the amount of the pick-up. Applicable municipal income tax laws require it to report as a member’s gross income the member’s total annual salary without any adjustment for the pick-up.

Section 18.3 Pay Plan Administration.

- A. Sergeants As to Sergeants, upon promotion, a Sergeant shall be paid at the rate of pay set forth in Section 18.1.

Section 18.4 Pay Periods. All members shall be paid on a biweekly basis. The official pay date shall be every other Friday in that the pay date shall be the Friday following the end of the pay period, provided that when a holiday falls on a regular payday, the payroll shall be distributed on the day immediately preceding the holiday.

Section 18.5 Specific Personnel Actions. The rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Return to Duty When a member is permitted to return to duty in the same rank after separation from City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank corresponding to the step rate received at the time of separation. A member shall also serve thereof for that amount of time as would be required for advancement to the next step, with seniority credit being given for the time previously served prior to the separation.
- B. Return from Military Service Pursuant to Ohio Revised Code Section 5903.03, any member who leaves or has left the City service to enter the active service of the armed forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the Division, shall be entitled to receive compensation at the step rate to which the member would have been entitled had service with the City not been interrupted by service in the

armed services. A member shall suffer no loss of seniority or break in service for the time during which the member was in active military service.

- C. Recall from Layoff A member who is recalled from layoff shall be reinstated at the same rate he would have received had the layoff not occurred and shall advance there from suffering no loss of seniority or break in service for the time during which the member was laid off.
- D. Reinstatement from Authorized Leave Time spent on authorized leave shall be credited for purposes of Step advancement and shall not constitute a break in service.

ARTICLE 19 SERVICE CREDIT

Section 19.1 Service Credit A member shall receive, as additional compensation, an annual service credit payment based upon completed years of service, according to the following schedule.

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2015
4-6 YEARS	\$750.00
7-9 YEARS	\$850.00
10-14 YEARS	\$1050.00
15-19 YEARS	\$1200.00
20 OR MORE YEARS	\$1300.00

Payment of the annual service credit shall be made in a lump sum, by separate check, which shall accompany the regular paycheck in the pay period following the member's anniversary date of original appointment as a sworn full-time officer in the Division of Police.

Service credit shall be pro-rated based on changes to a member's anniversary date.

Employees who leave the City prior to their anniversary date shall receive pro-rated longevity pay based on the current calendar month of their separation.

ARTICLE 20 SHIFT DIFFERENTIAL

Section 20.1 Shift Differential. A member who works the majority of his or her shift after 1:00 p.m. and before 6:00 a.m. shall be paid a shift differential according to the following schedule:

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2015	\$1.25

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 Hours of Work. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off, except as provided in Section 21.2 of this Article. The wage rates prescribed in Article 18 for the respective ranks are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

Section 21.2 Shift Assignments. It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday; if so authorized, the member's forty (40) hour workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 21.3 Overtime. All hours in paid status in excess of the scheduled workday or forty (40) in any workweek shall be compensated at one and one-half (1 - ½) times the member's regular rate of pay. No member shall be paid for overtime which has not been authorized by a supervisor under such directives or policies as the Chief may establish. There shall be no pyramiding of overtime.

For purposes of computing the overtime rate, the following components, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) hourly rate attributable to service credit (annual service credit amount divided by 2080 to arrive at hourly rate); (d) working out of rank hourly rate of pay; and (e) Field Training Officer supplement.

Section 21.4 Compensatory Time. A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1 ½) the member's regular rate of pay hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of a management person (one who is outside both bargaining units) on duty. If there is no management person on duty then approval may be granted by the member's shift supervisor, provided that the member's absence does not create a hardship on the operations of the Division. Approval shall not be unreasonably denied.

Each member's compensatory time bank shall be limited to ~~an maximum~~ accrual of **sixty-four (64)** ~~one hundred (100) hours at any one time. in a calendar year. Once this maximum accrual is reached during a calendar year, overtime payment shall be made thereafter for all hours of overtime worked in the calendar year.~~ At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to **the sixty-four (64)** ~~a one hundred (100) hour maximum accrual. for the following year.~~ The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year.

Section 21.5 Deviation. After posting of the master (annual) schedule, the Chief may alter days off scheduled only for the purpose of schooling, training, sick leave, or injury leave relief. After

posting of the master (annual) schedule, the work schedule may not be reduced to avoid overtime without the consent of the member.

Section 21.6 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked.

Section 21.7 Court Pay. If a member is required to appear in court as a part of his or her job duties at a time when he or she would otherwise be off duty, the member shall be paid at the applicable rate for the actual hours necessary to fulfill the court appearance, including travel time to and from a court session other than the Mayor's Court however a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. Except in emergency circumstances, the payment of court pay does not require a member to perform any other work other than to appear in court when required. A member shall be permitted to use an available cruiser for travel to and from a court appearance, subject to supervisory approval.

This paragraph is effective upon ratification of this Contract. Where a member receives cancellation of a court appearance more than two (2) hours before the start of the scheduled court time, the member shall receive no premium pay under this paragraph. Where the member receives cancellation of a court appearance two (2) hours or less before the start of that scheduled court time, the member shall receive two (2) hours straight time pay. However, if the member is notified of the cancellation of the court appearance during the travel time to court, as specified in Division policy, the member shall receive three (3) hours court pay at the member's overtime rate.

Section 21.8 Separation Upon separation from employment with the City for any reason, a member (his or her spouse or secondarily, his or her estate upon his death) shall be entitled to payment for any accrued but unpaid overtime hours including compensatory time hours accrued but not paid. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 22 HOLIDAYS

Section 22.1 Paid Holidays The following are designated as paid holidays for members:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, first Monday in September
7. Veteran's Day, November 11
8. Thanksgiving Day, fourth Thursday in November
9. Day after Thanksgiving, fourth Friday in November
10. Day before Christmas, December 24
11. Christmas Day, December 25
12. Day before New Year's Day, December 31

13. Any day, or part of a day, proclaimed as a holiday by the Mayor

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.
- C. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- D. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank, in lieu of payment under paragraph (B) above, for one or more holidays in calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time, but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

ARTICLE 23 VACATION LEAVE

Section 23.1 Vacation Hours A member is entitled to earn vacation leave following completion of the first year of service, and thereafter, in accordance with the following schedule.

<u>Completed Years of Service</u>	<u>Hours Earned Each Year</u>
1 - 5 Years	88 hours
6 -10 Years	128 hours
11-14 Years	168 hours
15 - 19 Years	216 hours
20 or more Years	232 hours

Section 23.2 Vacation Carry Over. A member may carry-over from year to year a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess in this permitted carry-over shall be forfeited, unless the Chief determines that a member may not take all or a portion of his or her carried-over vacation due to manning requirements. In that event, any vacation balance in excess of the permitted carry-over shall be paid to the member at the current rate of pay upon the conclusion of the calendar year in which the excess balance exists.

Section 23.3 Vacation Conversion. A member with at least seven (7) years of completed service for vacation purposes may, at his or her option, cash in up to forty (40) hours of vacation leave, provided that such hours are cashed in eight (8) hour blocks and further provided that such an option is exercised by December 31, of the calendar year in which the vacation is accrued.

Section 23.4 Vacation Scheduling. The Division shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to the Chief for vacation scheduling. These requests shall be granted as requested unless a conflict in scheduling necessitates that all requests cannot be granted. Seniority, as determined in Section 15.3 shall be the determining factor in the granting of vacation leave requests.

Section 23.5 Payment of Vacation Upon Separation. A member, who is separated for any reason, or his or her spouse or secondarily, his or her estate upon the member's death, shall be paid in a lump sum at the member's rate of pay for all accumulated but unused vacation leave.

Section 23.6 Casual Leave. Casual vacation leave may be granted in one (1) hour segments upon approval of the member's shift Supervisor.

ARTICLE 24 SICK LEAVE

Section 24.1 Credit. Each member is to be credited with 4.6 hours of sick leave for each pay period of continuous service to the City. When used, sick leave shall be paid at the member's current rate of pay.

Section 24.2 Usage. Members may use sick leave, with the approval of the Chief, only for the following reasons:

1. absence due to illness or injury;
2. exposure to a contagious disease which could be communicated to and jeopardize the health of other employees; and
3. an absence due to the illness or injury of a member of the employee's immediate family wherein the employee's presence is reasonably necessary for the health and welfare of the family member.

Immediate family shall be defined as: mother, father, stepparent, brother, sister, child, stepchild, spouse, grandparents. For purposes of funeral leave only, immediate family shall also include: mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent.

Section 24.3 Accumulation. Unused sick leave shall be cumulative without limit. Previously accumulated sick leave of a member who has been separated from the City shall be credited to the member upon reemployment by the City. A member who transfers from one department or a division of the City to the Police Department shall be credited with any accumulated sick leave. Any member hired after January 1, 1986 will not be granted credit for sick leave earned while working for any other political entity unless required by the Ohio Revised Code.

Section 24.4 Verification. The City may require a member to furnish a satisfactory signed statement to justify his sick leave. If professional medical attention is required by the member's immediate family, a certificate from a licensed physician, stating the nature of the condition and prognosis, may be required by the City to justify the use of sick leave. If the physician's statement states that the member is capable of returning to work, the City may cease payment of sick leave until the member returns to City service.

Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first three work days of each such leave shall be without pay, except as follows:

- A. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
- B. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the Chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.
- C. An employee on approved family medical leave shall not be charged with an occurrence for such leave under this section.

Section 24.5 Sick Leave Payout.

- A. A member with at least ten (10) years of service to the City upon retirement or resignation from the City with at least two weeks' prior notice to the City or upon death shall be paid for his or her accumulated but unused sick leave as follows:
 - 1. Members who have completed at least 10 years service to the City shall be entitled to twenty-five percent (25%) of their accumulated but unused sick leave, not to exceed 320 hours.
 - 2. Members who have completed at least 15 years of service to the City shall be entitled to thirty percent (30%) of their accumulated but unused sick leave, not to exceed 540 hours.
 - 3. Members who have completed at least 20 or more years of service to the City shall be entitled to forty percent (40%) of their accumulated but unused sick leave, not to exceed 760 hours.
 - 4. Members who have completed at least twenty-five (25) years of service to the City shall be entitled to fifty (50%) percent of their accumulated but unused sick leave, not to exceed eight hundred-eighty (880) hours.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this section.

In the case of a member's death, the member's spouse or secondarily, his or her estate, shall receive this payment. This payment will be paid at the member's straight time hourly rate of pay in effect at the time of payment.

- B. If a member is killed in the line of duty, the member's spouse or secondarily, his or her estate will be paid an amount equal to one hundred percent (100%) of the deceased member's accumulated but unused sick leave. This payment will be paid at the member's regular hourly rate of pay in effect at the time of payment.

Section 24.6 Annual Sick Leave Conversion. Each calendar year, an eligible member may convert sick leave to vacation leave and/or cash, pursuant to the following formula:

<u>Number of Total Hours of Accrued Sick Leave</u>	<u>Total Number of Hours Eligible for Conversion</u>
500 – 999	16
1,000 – 1,499	24
1,500 and above	40

A member must give notice to the Chief of Police by January 15 of the following calendar year. The payout shall be made on or about February 15 of that year and shall be based on the rate of pay from the previous year.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this Section.

ARTICLE 25 INJURY LEAVE

Section 25.1 Injury Leave.

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of his or her performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's hourly base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to his supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and return to work status at

the earliest time permitted by the member's attending physician. After the member has been given permission to return to work status by the attending physician, and the member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of one thousand and forty (1040) hours of injury leave per occurrence when continued use of injury leave is appropriate.

- C. The Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.
- E. In lieu of or in addition to injury leave under this Article, an employee may be permitted or required to work light duty in accordance with Article 36 of the Agreement.

ARTICLE 26 OTHER LEAVES OF ABSENCES

Section 26.1 Military Leave. Each member who is a member of a reserve or National Guard unit shall be granted a paid military leave of absence when called to temporary active duty or when called to military field training exercises. Members granted military leave shall be paid their regular wages for the time so served, provided that pay received by such members from the City shall be for a period not to exceed one hundred seventy-six (176) hours during each calendar year. Members who are on paid military leave, or who use unpaid leave for military service, shall accrue vacation leave while on paid or unpaid leave pursuant to the provisions of Section 23.1.

Section 26.2 Jury Duty Leave. Each member shall be excused for any regular scheduled workday when called to and reporting for municipal, county, state, or federal jury duty. Members so excused shall be paid their regular wages for the time so served, without deduction for any amount received from governmental authorities. If jury service is for a period of time less than the member's regularly scheduled workday, excused time will apply only to that portion of the day required for such service including reasonable time for travel and changing clothes. The member shall report to his or her supervisor on a daily basis concerning the expected duration of the leave.

Section 26.3 Funeral Leave. Each member shall be granted a paid leave not to exceed three (3) working days upon a death in the member's immediate family, as immediate family is defined in Section 24.2. It is recognized that situations may develop where a death in other than the member's immediate family warrants the City granting this paid leave. The Chief may grant such paid leave based upon the circumstances peculiar to each case. Such time shall not exceed three (3) working days.

Section 26.4 Voting Leave. A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided he or she could not otherwise reach the polls to vote during the time the polls are open outside his tour of duty.

Section 26.5 Examination Leave. A paid leave shall be allowed a member who participates in any Reynoldsburg Civil Service test or who must take a required examination pertinent to his or her City employment before a state, county, or federal licensing board, including the member's regularly scheduled tour of duty.

Section 26.6 Unpaid Leave of Absence. Upon a written request by a member, the Chief may grant the member a leave of absence without pay. The maximum leave without pay shall not exceed six (6) months. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the City, or for other related reasons, shall not exceed two (2) years. The authorization of a leave is solely a matter of administrative discretion and each request will be decided by the Chief based upon its own merits. Upon returning from a leave the member is to be placed in his or her original position or another position at a similar level of responsibility with the same pay rate should the original position be abolished. Should a member fail to return to work upon the expiration of an authorized leave, that member shall be considered as having resigned. A member on unpaid leave does not earn sick or vacation leave credit.

ARTICLE 27 WORKING OUT OF RANK

Section 27.1 Working out of Rank. A member who is temporarily required to perform the duties of a higher ranking position, and who performs the responsibilities of the higher ranking position for more than two (2) hours in a workday, shall be paid at the rate of pay equal to that paid the higher ranking position for all hours worked in the higher ranking position.

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM

Section 28.1 Participation. Members are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved by the Chief in advance.

Section 28.2 Allowances. The allowances for assistance are as follows:

For approved courses earning college credit, a maximum of three thousand two hundred and fifty dollars (\$3,250.00), effective January 1, 2010, of tuition expenses for each academic year may be requested by a member, and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member. Effective January 1, 2012, this amount shall be increased to three thousand five hundred dollars (\$3,500.00).

Fifty percent (50%) of the expense incurred for textbooks required for approved courses will be paid, except that for non-college-level courses, a Two Hundred Fifty Dollar (\$250.00) limit is not to be exceeded.

To qualify for assistance, a member shall satisfactorily complete the course(s) by attaining a passing grade. Reimbursement shall be made upon submission of official transcripts, tuition statements and receipts for textbooks.

A member who has received educational assistance must remain a member for one (1) year following completion of the courses for which assistance was received. Should a member separate from service with the City within the one (1) year period, except in the event of a disability retirement, that member must repay any assistance received in the one (1) year period.

ARTICLE 29 UNIFORMS AND ALLOWANCE

Section 29.1 Initial Issue. The City shall furnish the basic uniforms and new equipment for all members according to the schedule in Section 29.6. Uniform parts and equipment shall be replaced by the City on an as needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 29.2 Repair or Replacement of Uniforms. The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence.

Section 29.3 Repair or Replacement of Eye Glasses. The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 29.4 Plain Clothes. Members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of nine hundred fifty dollars (\$950.00) effective January 1, 2008. Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the member, any civilian clothing and/or components damaged to the point of unserviceability or lost, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Section 29.5 Dry Cleaning. Members shall be reimbursed for necessary dry cleaning of uniforms or plain clothes items. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 29.6 Clothing/Equipment Schedule The following items shall be provided by the City:

Belt Keepers - 4	Name Plate - 2
Belt (Trouser) - 1	Protective Vest - 1
Boots - 1 pair	Raincoat - 1
Breast Badge - 2	Service Weapon - 1 (with 3 magazines and gun lock)
Cite Bookholder - 2 (one large, one small)	Shirts - Summer - 5
Flashlight - 1	Shirts - Winter - 5
Flashlight Holder - 1	Shoes - 1 pair
Gloves - 1 pair	Ties - 3
Glove Holder - 1	Tie Bar - 1
Gun Belt - 1	Toboggan Hat - 1
Handcuffs - 1 (with Key)	Traffic Vest
Handcuff Case - 1	Trousers - 5
Hat Badge - 1	USB Flash Drive
Hat - 1 (8 pt. hat and raincover)	Walkie Holder - 1
Holster - 1	Walkie Radio
Jacket - all season - 1	Whistle - 1
Mace Holder - 1	Whistle Chain - 1
Magazine Pouches - (double)	Wrist Watch - 1

ARTICLE 30 SPECIAL DUTY

Section 30.1 Rate of Pay. A member shall be permitted to work special duty assignments so long as any such special duty does not conflict with his or her regular work schedule. The rate of compensation for special duty shall be set by the Mayor. The Chief may promulgate rules and procedures for administering special duty, but no such rules or procedure shall be in conflict with this Contract.

Section 30.2 Authority. While working under special duty assignment, the member shall be considered to be acting under, and subject to, the terms of his or her employment with the City. A member shall be entitled to utilize City uniforms and clothing, and be covered by the City's workers' compensation policy while performing special duty, if not covered by the special duty employer's workers' compensation policy.

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 30.4 Administration. The Chief, or designee, shall administer the special duty program according to the following criteria:

- A. All special duty assignments shall be offered to members who sign up on a fair and equitable basis with no preference shown to any individual. The current assignment policy shall be used as provided in General Order 5.20.06 as of December 1, 1985. No member shall be permitted to work special duty assignments until he has obtained an Ohio Police Officer Training Course Basic Training Certificate and has satisfactorily completed the Department Field Training Program.
- B. Once a member has accepted a special duty assignment, he or she shall report to that assignment in a timely manner, prepared for duty. If a member should wish to withdraw from a special duty assignment that he or she has accepted, the member shall find a replacement to insure that the assignment is filled. Repeated violations of this provision or of other rules pertaining to special duty, as determined by the Chief, may make the member subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.
- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.
- D. During emergency circumstances (such as a scheduled employee marking off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than twenty-four (24) hours prior to reporting time) the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of this Article.
- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

ARTICLE 31 INSURANCE

Section 31.1 Medical Insurance. The City shall hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) of the in-network deductible. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

For the purpose of any Health Savings Account to which the City may contribute, employees hired after January 1 will have their HSA contribution pro-rated based on their date of hire. In addition, current members who have an insurable event (e.g. marriage, birth or adoption) will have their contribution pro-rated based on the date of the insurable event.

Notwithstanding the previous paragraph, a member shall be entitled to the full HSA contribution upon the birth of a child or a life threatening illness causing serious harm to the member or a covered member of his/her family.

Insurance coverage is effective the first day of the month after hire.

Section 31.2 Life Insurance. The City shall pay for life insurance for each member in the amount of **\$100,000** with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.5 Liability Coverage. The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 31.6 Premium Contribution. Effective January 1, 2016~~9~~, each member shall contribute ~~14~~**12**% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The OPBA and the City have the right to select their own Negotiations Committee for both Units and to change Committee members at will. The parties agree to engage in multi-unit bargaining. Negotiations teams shall consist of no more than four (4) committee members, excluding consultants.

Section 32.2 Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counter-proposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 32.3 Information Furnished. The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counter-proposals, and to negotiate in good faith.

Section 32.4 Private Meetings. The parties agree to negotiate in private meetings pursuant to 4117.21 of the Ohio Revised Code. These meetings will be held as mutually agreed.

Section 32.5 Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 32.6 Informal Minutes. Each party may informally keep its official own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 32.7 Proposals. At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 32.8 Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 32.9 Release time for Negotiations. If all members of the OPBA Negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the release officer shall report to his/her supervisor for duty.

Section 32.10 Applicable Law. The City and the OPBA agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative Contract shall be governed by Ohio Revised Code 4117.10 and 4117.14.

ARTICLE 33 MISCELLANEOUS ECONOMIC PROVISIONS

Section 33.1 Travel Allowances. If a member uses a personal vehicle for City or Department business, including travel to and from court appearances as authorized by the Chief, he or she shall be reimbursed for such use at the current rate allowed by Internal Revenue Service Regulations.

Section 33.2 Field Training Officer. A member who serves as a field training officer for bargaining unit members shall receive a pay differential for each hour of training time spent with the trainee. Effective January 1, 2013, this pay differential shall be \$2.50 per hour.

Section 33.3 Leave Donation. A member may voluntarily donate sick leave or vacation leave time to other members in a manner to be established by agreement of the City and the OPBA through the Labor Relations Committee.

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

Section 34.1 Declaration of Emergency. In cases of emergency declared by the Mayor or Chief, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of members.

Section 34.2 Termination of Emergency. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 35 FAMILY LEAVE

Section 35.1 Family and Medical Leave.

- A. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to a member who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - 1. Because of the birth of a child or placement for adoption or foster care of a child;
 - 2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the member unable to perform his/her employment functions.
4. A qualifying exigency relating to an immediate family member's call to active duty in the military.

In addition, eligible members may take up to 26 weeks of leave in a single twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces with a serious injury or illness arising out of such service.

- B. The member must provide the Department with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days notice is not possible. The member must provide the Department with certification of the condition from a health care provider. The City, at the City's expense, may require a second opinion (which is binding) on the validity of the certification.

A member seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays and compensatory time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The member will be responsible for his/her share of the health insurance cost (if any) during the unpaid FMLA leave. If the member does not return from the FMLA leave for reasons unrelated to the FMLA leave, he/she is responsible for the total insurance premium paid by the City. The City may, at its sole discretion, waive the repayment of insurance premiums. The City will be responsible for the 30 day premium under COBRA.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Contract.

Generally, paid sick leave for the father of a newborn child shall be limited to the first ten (10) work days after the birth of the child. Additional paid sick leave will be available to the father upon presentation of proper documentation of a serious health condition warranting the use of paid sick leave.

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

Light duty is defined as a temporary work assignment that will not conflict with or compromise the medical evaluation of a member who is subject to a work-related injury/illness or off-duty injury/illness. Duties may be of a nature not normally performed by the member but shall be ones the member is capable of performing. The member's supervisor and scheduled days and hours of work may differ from his or her normal supervisor and work schedule.

Light duty will normally be limited to no more than thirty (30) work days (6 calendar weeks); however the Chief, for good reason, may modify or extend that time on a case by case basis.

At a member's request to the Chief, a member may be allowed to perform light duty as opposed to being on or continued on injury leave, sick leave or unpaid leave. Light duty may also be allowed when requested by a member who has applied for disability retirement through the state pension fund. The member shall give the Chief notice as to the date upon which his or her application is made. Light duty will only be considered if an operational need is determined for the duties to be performed.

The City may also require a member on injury leave to perform light duty in lieu of injury leave. Any such light duty must be within the medical limitations placed on the employee.

The City may require that the member requesting light duty obtain, at his or her own expense from a physician, a release that the member is medically capable of performing those duties for a period of time. The City retains the right to have a physician, at the City's expense, determine if a member being considered for light duty is medically capable of performing the job duties for a period of time.

ARTICLE 37 DURATION

Section 37.1 Duration. The provisions of this Contract are effective January 1, 2016~~9~~, except where otherwise indicated, and remain in full force and effect through December 31, 2018~~21~~.

Section 37.2 Successor Contract This Contract shall remain in full force and effect until a successor Agreement is reached by the parties or a final settlement award is reached through the use of Ohio Revised Code Section 4117.14.

Section 37.3 Understanding. The parties recognize that this Contract represents the full agreement between the parties for this term of bargaining. This recognition in no way is meant to interfere with or limit any other rights to bargain that may be awarded to either party by any section of Chapter 4117 of the Ohio Revised Code, except that 4117.14(G)(11) shall not apply.

SIGNATURE PAGE

Signed and dated this _____ day of _____.

FOR THE CITY OF REYNOLDSBURG:

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Brad McCloud, Mayor

Joe Hegedus

Sgt. James Costlow

James O'Neil, Chief of Police

Sgt. Mark Moser

Jed Hood, City Attorney

Marc A. Fishel, Labor Counsel

MEMORANDUM OF UNDERSTANDING

The parties agree to continue the current practice of permitting sergeants to find another sergeant to replace a sergeant vacancy when practicable. However, the failure of a sergeant to find a voluntary replacement, standing alone, is not a sufficient reason for the City to deny a request for paid leave. The Chief may deny vacation requests for operational reasons. Any denial must be reasonable.

Reynoldsburg/General/Police/2016-2018 FINAL Agreement Between City of Reynoldsburg and OPBA

Attachment: 2019-2021 TENTATIVE Agreement between City of Reynoldsburg and OPBA (OPBA Contract 1/19 - 12/21)

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

Attachment: 2019-2021 FINAL Agreement between City of Reynoldsburg and OPBA.docx (OPBA Contract 1/19 - 12/21)

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ARTICLE 1 CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the “City”), and the Ohio Patrolmen’s Benevolent Association (hereinafter referred to as the OPBA).

Section 1.2 Purpose. This Contract is made for the purpose of maintaining the efficient operation of the Division of Police, for promoting cooperation, and orderly, constructive and harmonious relations between the City, the members of the bargaining units represented by the OPBA (hereinafter referred to as “member” or “members”), and the OPBA.

Section 1.3 Legal References.

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the OPBA are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws and ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of members are not superseded by this Contract, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and the original appointments from the eligibility lists are not subjects of bargaining under this Contract.
- B. 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 this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract, upon written request by either party, the parties shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration 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.

Section 1.5 Past Practices. The City and OPBA acknowledge that certain customs and practices presently exist on a Division-wide basis with respect to the operation of the Division of Police that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to the Chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a Lieutenant, Deputy Chief or the Chief

constitute a past practice or custom. The City agrees not to alter such customs and practices without advance notice to the OPBA President, when practicable.

A meeting of the Labor-Management committee to discuss any proposed alterations will be held should the OPBA so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The OPBA is recognized by the City as the exclusive representative for all members identified in the Bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Units. The Bargaining Units consists of all sworn full-time members of the Division who are of the ranks of Sergeant and Lieutenant.

ARTICLE 3 OPBA SECURITY

Section 3.1 Dues Deduction. The City agrees to deduct OPBA membership dues in the amount certified by the OPBA to the City, the first pay period of each month from the pay of any OPBA member requesting the same in writing. The City also agrees to deduct OPBA initiation fees and assessments, in the amount certified by the OPBA to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate OPBA member. If an OPBA member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay.

If a deduction is desired, the OPBA member shall sign a payroll deduction form which shall be furnished by the OPBA and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the OPBA, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the OPBA members for whom deductions were made. Nothing herein shall prohibit OPBA members covered by this Contract from submitting dues directly to the OPBA.

Any OPBA member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the President of the OPBA expressing the OPBA member's desire to withdraw his or her dues deduction authorization. The OPBA shall be solely responsible for refunding any dues, fees, or assessments to any member.

The City shall provide the OPBA with additional payroll deductions for the purpose of the OPBA providing additional member benefits on a voluntary basis, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.

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

Section 3.2 Indemnification. The OPBA hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in reliance upon the provisions of this Article.

Section 3.3 Use of Intra-Division Mails and E-Mail. The OPBA shall be permitted to utilize the Intra-Division mail and e-mail systems for the purpose of providing information, pertaining to OPBA business or Bargaining unit representation, to members. The OPBA agrees that the use of the mail and e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or representation of the bargaining units. All mail placed into the mail system by the OPBA shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the OPBA's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

Section 3.4 Ballot Box. The OPBA shall be permitted, upon prior notification to the Chief, to place a ballot box at the Division headquarters for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the City's review.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected member. The placement of the box shall be in the Roll Call Room. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed. Further, the OPBA agrees to hold the City and Division harmless from any claims, disputes or lawsuits pertaining to the tampering or other misuse of the ballot box.

Section 3.5 Bargaining Unit(s) Meetings. The OPBA shall be permitted, upon prior notification to the Chief to hold meetings at Division headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the OPBA, the City will so notify the requesting party.

No Bargaining unit member or member of the OPBA shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.6 Bulletin Board. The OPBA shall be permitted to maintain one (1) bulletin board in each locker room at Division headquarters. OPBA communications and personal communications between members only will be permitted to be posted on this board.

Section 3.7 OPBA Business. The OPBA President, or designee, shall be permitted to transact official OPBA business at Division work sites at reasonable times, provided that normal Division operations shall not thereby be interfered with or interrupted. The Chief, or in the absence of the Chief, the command officer on duty shall be notified in advance of such visitation.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 Joint Pledge. The City and the OPBA shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, gender, creed, religion, ancestry, national origin, disability, political affiliation, veteran's or military status or application for or participation in the State workers' compensation program.

Section 4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the OPBA, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the OPBA.

Section 4.3 OPBA Pledge. The OPBA agrees not to interfere with the desire of any member to become and remain a member of the OPBA, or to refrain from OPBA membership. The OPBA agrees to fairly represent all members subject to the provisions and procedures set forth in 4117.11(B)(6) and 4117.12 of the Revised Code.

Section 4.4 Interpretation. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Grievance Defined. A grievance is any unresolved question or dispute based upon the misinterpretation, misapplication or violation of this Contract.

Section 5.2 Qualifications. A grievance can be initiated by the OPBA or an aggrieved member. The OPBA shall not file a grievance on behalf of a member without the member's knowledge. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the OPBA may select two (2) members to process the grievance as the designated representatives of the affected group members.

Any OPBA Grievance must be filed in writing at Step 1 within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the OPBA knew or should have known of the occurrence giving rise to the grievance.

A member has the right to present grievances and have them adjusted, without the intervention of the OPBA, as long as the adjustment is consistent with the terms of this Contract and as long as the OPBA has the opportunity to be present at the adjustment.

Section 5.3 Grievance Representatives. Members of the supervisory bargaining unit shall elect one (1) Grievance Representative who shall serve as Grievance Chairman for the unit.

The authorized function of a Grievance Representative shall include the attendance at any City and OPBA joint meetings relating to a grievance and the representation of the OPBA in investigating, processing or coordinating grievances pertaining to the Grievance Procedure contained in the Contract.

A Grievance Representative may be granted release time with pay to perform the function described herein upon approval from the Chief or Chief's designee which approval will not be unreasonably denied. The withholding of approval for release time shall result in an automatic equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. Such release time will not be considered for purpose of computing overtime compensation.

Section 5.4 Grievance Procedure The following steps and procedures shall be utilized in the resolution of grievances:

- A. Step 1 - Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

The Chief, or Chief's designee, shall investigate the grievance and schedule a meeting with the member and the Grievance Chairman or Grievance Representative within fourteen (14) calendar days of the receipt of the grievance. A designated OPBA Representative may also attend the Step 1 meeting. The Chief or Chief's designee shall investigate and respond in writing to the member within seven (7) calendar days following the Step 1 meeting.

- B. Step 2 - Mayor If the grievance is not resolved in Step 1 and the member wishes to proceed to Step 2, the member shall present the written grievance to the Mayor or Mayor's designee within seven (7) calendar days of the receipt of the response at Step 1. The Mayor or Mayor's designee shall investigate the matter and shall meet with the member and the Grievance Chairman and Grievance Representative within fourteen (14) calendar days of the Mayor or Mayor's designee's receipt of the grievance. A designated OPBA representative may also attend the Step 2 meeting. A response shall be given to the member within fourteen (14) calendar days following the meeting at Step 2.

Section 5.5 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 the Chief, which approval will not be unreasonably withheld. Grievance Meetings at Step 1 and Step 2 shall be held during the grievant's shift hours or immediately before or immediately after said shift hours, as reasonably determined by the Chief.

Section 5.6 Time Limits. It is the City's and the OPBA's intention that all time limits in the Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the OPBA's and the City's designated representatives may mutually agree, at any Step, to extensions of time for response, but any such agreement must be in writing and signed by the parties. If the City does not respond within the specified time limits, the grievance shall automatically advance to the next step. Any Step may be waived by mutual written consent of the parties.

If any office specified for the receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8 Grievance Form. The City and the OPBA shall continue to use their jointly developed Grievance Form which shall be provided by the OPBA for use in filing grievances.

Section 5.9 Calendar Days. For the purpose of computing time, "calendar days" as used in this Contract does not include approved leaves or holidays.

Section 5.10 Grievance Content. After the original grievance is filed, the content and substance of the grievance will not be altered at subsequent Steps, except that additional documentation may be provided in support of or in response to the grievance.

ARTICLE 6 ARBITRATION

Section 6.1 Arbitration Procedure. Should a grievant, after receiving the written answer to the grievance at Step Two of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the OPBA request that the grievance be heard before an arbitrator. The OPBA, must notify the Mayor in writing of the OPBA's intention to proceed to arbitration within twenty-one (21) calendar days of the grievant's receipt of the written response at Step 2.

Section 6.2 Selection of Arbitrator. Following the receipt of the OPBA President's written notification of the OPBA's intention to proceed to arbitration, the parties will jointly request the Arbitration Mediation Services ("AMS") to provide the parties with a panel of seven (7) arbitrators, with Ohio addresses from which the parties can select an arbitrator. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The initial strike is to be determined by a coin flip. The parties may also select an arbitrator by mutual agreement at any time.

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the OPBA the opportunity

to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 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 shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitration shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Where necessary, the Grievance Chairman or the Grievance Representative who has been responsible for handling the grievance that forms the basis for the arbitration hearing shall be allowed to adjust his or her work hours on the date of the hearing so that he or she may attend the hearing in paid work status. Such request must be made at least seven (7) calendar days in advance of the hearing. Notwithstanding any other provision of this Contract, in the event of such a work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

Section 6.5 Arbitrator's Findings. The arbitrator's decision and award will be in writing and mailed to the OPBA President and the Mayor, or their designees, within thirty (30) calendar days after the hearing record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

ARTICLE 7 OPBA REPRESENTATION

Section 7.1 OPBA Release Time. The Grievance Chairman shall be released with pay from regular job duties for up to twenty (20) hours per calendar year to attend grievance training sessions conducted by or sponsored by the OPBA. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

Section 7.2 OPBA Delegates. Duly elected delegates or alternates to the State Conferences of the OPBA shall be allowed to change their days off to coincide with the Conference dates. Any additional time off will be through the use of vacation time.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout. The City agrees not to cause, permit, or engage in any lockout of members.

Section 8.2 No Strike. The OPBA agrees that neither it nor any members covered by this Contract, individually or collectively, shall for any reason, engage in strike activity.

- A. The City and OPBA agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire of the OPBA and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.
- B. The OPBA and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the OPBA, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 MANAGEMENT RIGHTS

To assure that the Division continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain the efficient and responsive police protection for the citizens of the City of Reynoldsburg, the City retains the right to determine Division policies and procedures and to manage the affairs of the Department in all respects.

Section 9.1 Management Rights. Except where otherwise specifically limited by this Contract, the City retains right and responsibility to:

- A. Determine the size and composition of the Division workforce, the organization structure of the Division and the methods by which operations are to be performed by members;
- B. Manage the Division's budget;
- C. Determine the nature, extent, type, quality and level of services to be provided to the public by members and the manner in which those services will be provided;
- D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials members shall use;
- E. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting members;
- F. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Division to assure efficient operations;

- G. Direct and supervise members;
- H. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to members;
- I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), or assign (permanently or temporarily) members;
- J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline members for just cause;
- K. Lay off members because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive or not cost effective;
- L. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- M. Maintain and improve the efficiency and effectiveness of the City's operations;
- N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- O. Determine the adequacy of the workforce;
- P. Determine the overall mission of the Employer;
- Q. Effectively manage the workforce; and
- R. Take actions to carry out the mission of the City.

ARTICLE 10

INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations. This Section is designed to address internal investigations of members. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to OPBA representation prior to any questioning. During such questioning, the member has the right to be represented by an OPBA representative or a OPBA attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her

right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.

- C. In all internal investigations, the member's chosen OPBA representative or OPBA Attorney shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to his or her shift, preferably during his or her work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other physical necessities.
- F.
 - (1) Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
 - (2) The City shall request that a complaining party provide a signed written statement of his or her complaint. An anonymous complaint must be reduced to a written narrative prior to any questioning of a member.
- G. When a member or any other witness is being interviewed in an internal investigation, such questioning shall be tape recorded by the Division.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination, voice stress analysis or other purported truth detection examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief. No such examination shall be administered without the member's written consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No such examination may be given without the advance permission of the Chief or Chief's designee. The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this Contract, polygraph examinations include only those instruments that are acceptable to the courts in the State of Ohio.

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) days in advance of any Division hearing related to the charge involved.
- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate the Deputy Chief, Sergeant or Lieutenant to conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Safety Director of the member's termination, the Chief will assign the investigation to the Deputy Chief or a Lieutenant to conduct the investigation. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or OPBA.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

Section 10.2 Corrective Action. No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include documented warning before a written reprimand, a written reprimand before a suspension and a suspension before demotion/removal for the same or related offenses. If the offense is of a serious nature, the Chief may determine that a different sequence of discipline be utilized.

- B. Newly promoted members will be required to serve a probationary period of twelve (12) months. If the employee fails to successfully complete the probationary period or desires to return to his or her previous classification, during the probationary period, for any reason, he or she shall be entitled to return to his or her previous classification. Probationary employees shall be entitled to utilize the grievance and arbitration procedures in this Agreement for all eligible matters, including, but not limited to, all discipline, except for demotion due to failure to successfully complete the probationary period.

Section 10.3 Departmental Hearings. Departmental hearings will be held prior to the imposition of any suspensions, reduction in pay or rank, and/or removal. At least seven (7) calendar days, prior to any Departmental Hearing before the Mayor or his designee the member will receive from the Chief of Police a written statement of all charges and specifications as well as notice of time and date of the Departmental Hearing. At a Departmental Hearing, the charged member shall be allowed to be represented by a Lodge attorney or representative.

The place for the hearings will be determined by the Mayor or his designee. Hearings shall be recorded at the direction of the Mayor or his designee or at the request of either the Division of Police or the member.

A Member who is charged, or his or her Lodge attorney or representative, may make a written request for one continuance of the Departmental Hearing. Such request will be granted where practicable at the discretion of the Mayor or his designee.

The Departmental Hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental Hearing prior to any public statement.

A Member who is charged, or his or her OPBA attorney or OPBA representative, may make a written request, directly to the Chief, to review his or her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental Hearing.

The member and/or his or her OPBA Attorney or OPBA representative shall have the opportunity to confront and cross-examine his or her accusers and offer testimony and call witnesses and present evidence on his or her behalf. Any member who is on duty and called as a witness shall be released with pay in order to attend the hearing. The calling of witnesses shall not unduly interfere with Departmental operations.

Section 10.4 Appeal From Disciplinary Decision. If suspension, reduction or removal is imposed as a result of the disposition of the Departmental Hearing, a member, with the approval of the OPBA President, may appeal such decision directly to binding arbitration under the provisions of Article 6 within twenty-one (21) calendar days after the order is received. In lieu of proceeding directly to arbitration, a member may appeal the decision to impose disciplinary action to the Civil Service Commission, as provided in the Civil Service Commission Rules. If the Civil Service Commission accepts jurisdiction over the member's appeal, the member is precluded from proceeding to arbitration.

Section 10.5 Duration of Records. All actions of record will be maintained in each member's personnel file throughout his or her period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. When a documented warning is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented warning will be maintained for twelve (12) months from the date of any subsequent corrective action.

Any records of written reprimands will be removed from the file, and destroyed upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Where a written reprimand is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented written reprimand will be maintained for two (2) years from the date of any subsequent corrective action.

Suspensions shall be removed and destroyed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Where a suspension is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original suspension will be maintained for four (4) years from the date of any subsequent corrective action.

Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action.

Although not considered formal discipline, Letters of Counseling shall be retained for six (6) months.

Section 10.6 Request for Removal and/or Destruction. When a member initiates a written request to have a document removed and/or destroyed, the request shall be forwarded to the Chief. The Chief shall act upon the request by either granting the request and forwarding the request to the Human Resources Department for action or disagreeing with the request and returning it to the member with an explanation.

Section 10.7 Review of Personnel File The City and the OPBA agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or supervisor's designated representative.

Except as required by Section 149.43 of the Ohio Revised Code; except for supervisory and administrative personnel with legitimate need to know; except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. Except for the above personnel, no information in a member's personnel file will be shared with anyone outside the Department and City administration, except name, place of employment, dates of employment, rank and pay range; however, additional specified information may be given upon the advance, written approval of the member involved to

the Chief. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.8 Inaccurate Documents. If upon examining his or her personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, he or she may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. If the Chief disagrees with the member's contentions the Chief shall attach the member's memorandum to the document in the file and note thereon his or her disagreement with the memorandum's contents.

Section 10.9 Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in a member's personnel file unless the member is simultaneously provided a copy. The personnel file copy of any disciplinary document shall either bear the signature of a member as to the member's receipt of a copy or bear the signature of a supervisor indicating the member's receipt of a copy but refusal to sign the personnel file copy.

Section 10.10 Performance Evaluations. A member's signature on any performance evaluation shall be viewed as only a representation that the member has read it and shall not be viewed as representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when he or she signs it upon request.

Section 10.11 Administrative Leave. Prior to the disposition of the Departmental Hearing, the member may be placed on administrative leave with pay should the Mayor determine there are urgent reasons to take this action. The length of the leave shall be solely at the Mayor's discretion. No member shall be suspended without pay pending a disposition of the Departmental Hearing.

ARTICLE 11 WORK RULES AND DIRECTIVES

Section 11.1 Notification. The City agrees that, General Orders, Special Orders, Division Directives, Law Advisories, and like Work Rules shall be reduced to writing and provided to all members in advance of their enforcement. Nothing in this Article shall be construed as limiting the Division's ability to issue lawful verbal orders on a Division-wide basis as may be operationally necessary in an emergency situation.

ARTICLE 12 LABOR RELATIONS MEETINGS

Section 12.1 Informal Discussions. The City and the OPBA recognize the benefit of an exchange of ideas and information. For this reason the Mayor and/or Mayor's designated representative(s) and the Chief welcome the designated OPBA Representative to meet and informally discuss matters of mutual interest and concern. Permission to meet with the Mayor and/or Mayor's designated representative and the Chief will not be unreasonably withheld.

Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor

relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the OPBA may have up to four (4) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the OPBA as to any modification of the contract.

Section 12.3 Release Time. Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

Where necessary, one OPBA Committee Member shall be allowed to adjust his or her work hours on the day of the Labor Relations Meeting so that he or she may attend the meeting in paid work status. Such requests must be made at least twenty-one (21) calendar days in advance of the meeting. Notwithstanding any other provision of this Contract, in the event of such work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

Section 13.1 Layoffs. When it becomes necessary to reduce the workforce in the Division, the youngest member in point of service shall be first laid off and any layoff thereafter, shall be by reverse seniority, provided that all part-time, intermittent, seasonal, or temporary employees of the Division shall be laid off before any member is laid off.

Section 13.2 Job Abolishment. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished, the incumbent shall be first allowed to fill any available vacancy in his or her rank. If no such vacancy exists, the incumbent shall displace the next less senior member in his or her rank, or if there is no next less senior member in his or her rank, the incumbent shall displace the next youngest officer in the next lower rank and the youngest member in the next lower rank shall be allowed to displace, and so on down until the youngest member in point of service has been reached, who shall be laid off.

Section 13.3 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action. This notice is to be sent by certified mail to the member's home address of record or hand-delivered to the member such that the notice is received on or before the fourteenth day prior to the layoff or displacement action. The notice shall contain the following information:

1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;

4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

Section 13.4 Appeals. A member may elect to appeal from a layoff or displacement action either to the Civil Service Commission or, with the approval of the OPBA President, directly to binding arbitration as provided in Article 6. If an appeal is taken to the Civil Service Commission, and the Commission asserts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 13.5 Reinstatement. Should an abolished position be recreated or reestablished within twelve (12) months from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within twelve (12) months from the date of layoff or displacement, and the City determines to fill the vacancy, the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed his or her initial probationary period and is otherwise qualified for the position.

The notice of recall shall be sent to the member's last known address by certified mail and a copy shall be sent to the OPBA. The City shall be deemed to have fulfilled its obligation as to recall by mailing the recall notice by certified mail, return receipt requested, to the last known mailing address provided by the member. The recalled member shall have fourteen (14) calendar days following the mailing date to notify the City of his or her intention to return to work. The member shall then report to work within twenty-one (21) calendar days following the mailing date, unless a different date as to return to work is agreed upon by the Chief and the member.

All members with recall rights (as outlined above) will be given the right to reinstatement if qualified for the available position before any temporary, or less senior full-time members may be rehired or hired by the City for the available position in the Division of Police.

Such twelve (12) month period of time shall be computed exclusive of the time spent in the Armed Services of the United States.

If any member has bumped to a lower rank, he or she shall be reinstated to a vacancy in his or her prior rank before any laid off member shall be reinstated to a position in that rank

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Equipment. The City will furnish and maintain in the best possible working condition the tools, facilities, and vehicles required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligent action and to properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions. The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Anti-nepotism

A. Definitions:

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member or member's spouse.
2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.

B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.

C. Members who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

ARTICLE 15 ASSIGNMENTS AND SENIORITY

Section 15.1 Filling of Patrol Assignments. All Patrol shift assignments shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. No such request shall be unreasonably denied. 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 15.3. This process will be followed in shift assignment.

Should any opening occur during the year, one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains 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 fifteen (15) 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 not apply to subsequent vacancies occurring as a result of this procedure.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment

vacancy. For any Non-Patrol assignment, an applicant must have a minimum of one (1) years of continuous service in a patrol assignment as a sergeant in order to receive consideration. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For purposes of filling vacant assignments, seniority shall be determined in accordance with the provisions of Section 15.3.

Section 15.3 Seniority Defined. Seniority shall be defined as follows:

- A. Seniority shall be the member's length of continuous service as a Sergeant or as a Lieutenant with the Division. If two members are promoted to Sergeant on the same day, the member highest on the eligibility list shall be considered to have greater seniority than the other member promoted on the same day.
- B. Seniority shall be lost upon occurrence of any of the following events:
 - 1. Removal for just cause;
 - 2. Resignation, including resignation for purposes of regular retirement;
 - 3. Layoff for a period of time exceeding twelve (12) months;
 - 4. Unexcused failure to return to work upon expiration of an approved leave of absence; or,
 - 5. Unexcused failure to return to work upon recall from layoff.

Seniority shall not be lost where a member is reinstated due to the disaffirmance of a removal or layoff.

- C. "Continuous service" shall not include any period of time due to:
 - 1. Suspension of more than three (3) days;
 - 2. Unauthorized leave of absence;
 - 3. An authorized unpaid leave of absence which exceeds two (2) work weeks, except where the unpaid absence is due to either a duty-related illness or injury or any other reason for which an applicable law, ordinance, or other provision of this contract would not allow for loss of continuous service credit. The loss of continuous service credit under Section 15.3(d)(3) shall also result in the member being ineligible for vacation accrual eligibility under Section 23.1 for the period of time the authorized unpaid leave of absence exceeds two (2) weeks.

Where there is an occurrence under this paragraph, the member shall receive continuous service credit except for the period of time due to the occurrence.

Section 15.4 Seniority List. A seniority list shall be kept by the Chief and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

ARTICLE 16 POLITICAL ACTIVITY

Section 16.1 Permitted Political Activity In addition to other rights, a member may participate in the OPBA Political Screening Committee which supports partisan activity. A member may serve

on the OPBA political screening committee or take such other action, at the direction of the OPBA, which would fall within the purview of said Committee, provided that such activity is undertaken while the member is off duty and not in identifiable uniform.

ARTICLE 17 PROMOTIONS

Section 17.1 Promotions to Lieutenant. Promotions to the rank of lieutenant shall occur from a competitive promotional examination open to members of the police department who have attained at least three (3) years as a sergeant for the City of Reynoldsburg as of the date of the oral assessment and an Associate's Degree or two years of college education from a community college, college or university that would enable the candidate to be admitted to an under-graduate school as a third year student at an accredited college or university. In the alternative, a Sergeant must have at least seven (7) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

When there are not two (2) or more Sergeant candidates within the Reynoldsburg Police Department eligible and willing to compete for promotion to the rank of Lieutenant, an open posting shall be conducted for potential candidates who are currently certified law enforcement officers through the Ohio Peace Officers Training Council and who possess the relevant minimum qualifications set forth above.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Lieutenant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than thirty (30) calendar days prior to the date of the assessment. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the assessment. At least three (3) copies of the resource material shall be available to members at the Division at the time of posting of the notice.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Lieutenant shall consist solely of an oral assessment conducted by an accredited outside agency.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit, as defined in Article 15, section 15.3 of this Agreement, shall be added to the total score to determine the final promotional examination score. A maximum of 10% of the total possible examination score shall be added for seniority credit. A member's final examination score shall include seniority credit. The date for calculation of seniority credit shall be the date upon which the oral board component is held.

Seniority points will be awarded based upon completion of years of continuous service as a Sergeant within the Division up to an allowable maximum of 10 points. 1 point will be awarded for each completed year during the member's first four (4) years of continuous service and .6 points will be awarded for each year during the next ten (10) years for a maximum total of 10 points.

Section 17.5 Examination Administration. The Commission shall utilize the services of a professional testing consultant or agency to assist it in the administration of the promotional examination and to insure that the promotional examination is valid under applicable testing standards.

All assessors who participate in the oral assessment shall be from comparable police agencies in Ohio and shall be sworn police officers of the rank of Lieutenant or above who have served in that capacity a minimum of five (5) years.

Section 17.6 Eligible List. The Commission shall establish an eligible list ranking members in the order of their final examination scores. The list shall be established within thirty (30) days of the oral board. The list shall be transmitted by the Commission to the Mayor. This eligible list shall be in effect for a one (1) year period after the oral board.

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top four (4) ranked individuals for any vacancy in the rank of Sergeant, except where there are fewer than four (4) candidates.

ARTICLE 18 PAY PLAN

Section 18.1 Wages

The following pay ranges and rates are established for Sergeants during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$51.56	\$53.11	\$54.70
	Bi-Weekly	\$4,124.94	\$4,248.69	\$4,376.15
	Annually	\$107,248.54	\$110,466.00	\$113,779.98

The following pay ranges and rates are established for Lieutenants during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Lieutenant	Hourly	\$54.78	\$56.42	\$58.11
	Bi-Weekly	\$4,382.03	\$4,513.49	\$4,648.90
	Annually	\$113,932.83	\$117,350.82	\$120,871.34

Section 18.2 Retirement Pickup.

- A. The City shall utilize the salary reduction method of Pension Pick Up for the full amount of the statutorily-required employee contribution to the Police and Fire Pension Fund ("The Fund"). This full amount 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. This “pick up” shall be accomplished under applicable regulations of the Fund and the Internal Revenue Service.

- B. The City shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding. The City’s understanding is that Federal and Ohio income tax laws and regulations presently require it to report as a member’s gross income the member’s total annual salary exclusive of the amount of the pick-up. Applicable municipal income tax laws require it to report as a member’s gross income the member’s total annual salary without any adjustment for the pick-up.

Section 18.3 Pay Plan Administration.

- A. Sergeants As to Sergeants, upon promotion, a Sergeant shall be paid at the rate of pay set forth in Section 18.1.

Section 18.4 Pay Periods. All members shall be paid on a biweekly basis. The official pay date shall be every other Friday in that the pay date shall be the Friday following the end of the pay period, provided that when a holiday falls on a regular payday, the payroll shall be distributed on the day immediately preceding the holiday.

Section 18.5 Specific Personnel Actions. The rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Return to Duty When a member is permitted to return to duty in the same rank after separation from City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank corresponding to the step rate received at the time of separation. A member shall also serve thereof for that amount of time as would be required for advancement to the next step, with seniority credit being given for the time previously served prior to the separation.
- B. Return from Military Service Pursuant to Ohio Revised Code Section 5903.03, any member who leaves or has left the City service to enter the active service of the armed forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the Division, shall be entitled to receive compensation at the step rate to which the member would have been entitled had service with the City not been interrupted by service in the armed services. A member shall suffer no loss of seniority or break in service for the time during which the member was in active military service.
- C. Recall from Layoff A member who is recalled from layoff shall be reinstated at the same rate he would have received had the layoff not occurred and shall advance there from suffering no loss of seniority or break in service for the time during which the member was laid off.

- D. Reinstatement from Authorized Leave Time spent on authorized leave shall be credited for purposes of Step advancement and shall not constitute a break in service.

ARTICLE 19 SERVICE CREDIT

Section 19.1 Service Credit A member shall receive, as additional compensation, an annual service credit payment based upon completed years of service, according to the following schedule.

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2015
4-6 YEARS	\$750.00
7-9 YEARS	\$850.00
10-14 YEARS	\$1050.00
15-19 YEARS	\$1200.00
20 OR MORE YEARS	\$1300.00

Payment of the annual service credit shall be made in a lump sum, by separate check, which shall accompany the regular paycheck in the pay period following the member's anniversary date of original appointment as a sworn full-time officer in the Division of Police.

Service credit shall be pro-rated based on changes to a member's anniversary date.

Employees who leave the City prior to their anniversary date shall receive pro-rated longevity pay based on the current calendar month of their separation.

ARTICLE 20 SHIFT DIFFERENTIAL

Section 20.1 Shift Differential. A member who works the majority of his or her shift after 1:00 p.m. and before 6:00 a.m. shall be paid a shift differential according to the following schedule:

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2015	\$1.25

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 Hours of Work. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off, except as provided in Section 21.2 of this Article. The wage rates prescribed in Article 18 for the respective ranks are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

Section 21.2 Shift Assignments. It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday; if so authorized, the member's forty (40) hour workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 21.3 Overtime. All hours in paid status in excess of the scheduled workday or forty (40) in any workweek shall be compensated at one and one-half (1 - ½) times the member's regular rate of pay. No member shall be paid for overtime which has not been authorized by a supervisor under such directives or policies as the Chief may establish. There shall be no pyramiding of overtime.

For purposes of computing the overtime rate, the following components, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) hourly rate attributable to service credit (annual service credit amount divided by 2080 to arrive at hourly rate); (d) working out of rank hourly rate of pay; and (e) Field Training Officer supplement.

Section 21.4 Compensatory Time. A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1 ½) the member's regular rate of pay hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of a management person (one who is outside both bargaining units) on duty. If there is no management person on duty then approval may be granted by the member's shift supervisor, provided that the member's absence does not create a hardship on the operations of the Division. Approval shall not be unreasonably denied.

Each member's compensatory time bank shall be limited to an accrual of sixty-four (64) hours at any one time. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to the sixty-four (64) hour accrual. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year.

Section 21.5 Deviation. After posting of the master (annual) schedule, the Chief may alter days off scheduled only for the purpose of schooling, training, sick leave, or injury leave relief. After posting of the master (annual) schedule, the work schedule may not be reduced to avoid overtime without the consent of the member.

Section 21.6 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked.

Section 21.7 Court Pay. If a member is required to appear in court as a part of his or her job duties at a time when he or she would otherwise be off duty, the member shall be paid at the applicable rate for the actual hours necessary to fulfill the court appearance, including travel time to and from a court session other than the Mayor's Court however a member shall be guaranteed a minimum of

three (3) hours pay at the member's overtime rate. Except in emergency circumstances, the payment of court pay does not require a member to perform any other work other than to appear in court when required. A member shall be permitted to use an available cruiser for travel to and from a court appearance, subject to supervisory approval.

This paragraph is effective upon ratification of this Contract. Where a member receives cancellation of a court appearance more than two (2) hours before the start of the scheduled court time, the member shall receive no premium pay under this paragraph. Where the member receives cancellation of a court appearance two (2) hours or less before the start of that scheduled court time, the member shall receive two (2) hours straight time pay. However, if the member is notified of the cancellation of the court appearance during the travel time to court, as specified in Division policy, the member shall receive three (3) hours court pay at the member's overtime rate.

Section 21.8 Separation Upon separation from employment with the City for any reason, a member (his or her spouse or secondarily, his or her estate upon his death) shall be entitled to payment for any accrued but unpaid overtime hours including compensatory time hours accrued but not paid. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 22 HOLIDAYS

Section 22.1 Paid Holidays The following are designated as paid holidays for members:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, first Monday in September
7. Veteran's Day, November 11
8. Thanksgiving Day, fourth Thursday in November
9. Day after Thanksgiving, fourth Friday in November
10. Day before Christmas, December 24
11. Christmas Day, December 25
12. Day before New Year's Day, December 31
13. Any day, or part of a day, proclaimed as a holiday by the Mayor

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to

an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.

- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.
- C. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- D. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank, in lieu of payment under paragraph (B) above, for one or more holidays in calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time, but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

ARTICLE 23 VACATION LEAVE

Section 23.1 Vacation Hours A member is entitled to earn vacation leave following completion of the first year of service, and thereafter, in accordance with the following schedule.

<u>Completed Years of Service</u>	<u>Hours Earned Each Year</u>
1 - 5 Years	88 hours
6 -10 Years	128 hours
11-14 Years	168 hours
15 - 19 Years	216 hours
20 or more Years	232 hours

Section 23.2 Vacation Carry Over. A member may carry-over from year to year a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess in this permitted carry-over shall be forfeited, unless the Chief determines that a member may not take all or a portion of his or her carried-over vacation due to manning requirements. In that event, any vacation balance in excess of the permitted carry-over shall be paid to the member at the current rate of pay upon the conclusion of the calendar year in which the excess balance exists.

Section 23.3 Vacation Conversion. A member with at least seven (7) years of completed service for vacation purposes may, at his or her option, cash in up to forty (40) hours of vacation leave, provided that such hours are cashed in eight (8) hour blocks and further provided that such an option is exercised by December 31, of the calendar year in which the vacation is accrued.

Section 23.4 Vacation Scheduling. The Division shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to the Chief for vacation scheduling. These requests shall be granted as requested unless a conflict in scheduling necessitates that all requests cannot be granted. Seniority, as determined in Section 15.3 shall be the determining factor in the granting of vacation leave requests.

Section 23.5 Payment of Vacation Upon Separation. A member, who is separated for any reason, or his or her spouse or secondarily, his or her estate upon the member's death, shall be paid in a lump sum at the member's rate of pay for all accumulated but unused vacation leave.

Section 23.6 Casual Leave. Casual vacation leave may be granted in one (1) hour segments upon approval of the member's shift Supervisor.

ARTICLE 24 SICK LEAVE

Section 24.1 Credit. Each member is to be credited with 4.6 hours of sick leave for each pay period of continuous service to the City. When used, sick leave shall be paid at the member's current rate of pay.

Section 24.2 Usage. Members may use sick leave, with the approval of the Chief, only for the following reasons:

1. absence due to illness or injury;
2. exposure to a contagious disease which could be communicated to and jeopardize the health of other employees; and
3. an absence due to the illness or injury of a member of the employee's immediate family wherein the employee's presence is reasonably necessary for the health and welfare of the family member.

Immediate family shall be defined as: mother, father, stepparent, brother, sister, child, stepchild, spouse, grandparents. For purposes of funeral leave only, immediate family shall also include: mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent.

Section 24.3 Accumulation. Unused sick leave shall be cumulative without limit. Previously accumulated sick leave of a member who has been separated from the City shall be credited to the member upon reemployment by the City. A member who transfers from one department or a division of the City to the Police Department shall be credited with any accumulated sick leave. Any member hired after January 1, 1986 will not be granted credit for sick leave earned while working for any other political entity unless required by the Ohio Revised Code.

Section 24.4 Verification. The City may require a member to furnish a satisfactory signed statement to justify his sick leave. If professional medical attention is required by the member's immediate family, a certificate from a licensed physician, stating the nature of the condition and prognosis, may be required by the City to justify the use of sick leave. If the physician's statement states that the member is capable of returning to work, the City may cease payment of sick leave until the member returns to City service.

Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first three work days of each such leave shall be without pay, except as follows:

- A. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
- B. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the Chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.
- C. An employee on approved family medical leave shall not be charged with an occurrence for such leave under this section.

Section 24.5 Sick Leave Payout.

- A. A member with at least ten (10) years of service to the City upon retirement or resignation from the City with at least two weeks' prior notice to the City or upon death shall be paid for his or her accumulated but unused sick leave as follows:
 - 1. Members who have completed at least 10 years service to the City shall be entitled to twenty-five percent (25%) of their accumulated but unused sick leave, not to exceed 320 hours.
 - 2. Members who have completed at least 15 years of service to the City shall be entitled to thirty percent (30%) of their accumulated but unused sick leave, not to exceed 540 hours.
 - 3. Members who have completed at least 20 or more years of service to the City shall be entitled to forty percent (40%) of their accumulated but unused sick leave, not to exceed 760 hours.
 - 4. Members who have completed at least twenty-five (25) years of service to the City shall be entitled to fifty (50%) percent of their accumulated but unused sick leave, not to exceed eight hundred-eighty (880) hours.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this section.

In the case of a member's death, the member's spouse or secondarily, his or her estate, shall receive this payment. This payment will be paid at the member's straight time hourly rate of pay in effect at the time of payment.

- B. If a member is killed in the line of duty, the member's spouse or secondarily, his or her estate will be paid an amount equal to one hundred percent (100%) of the deceased member's accumulated but unused sick leave. This payment will be paid at the member's regular hourly rate of pay in effect at the time of payment.

Section 24.6 Annual Sick Leave Conversion. Each calendar year, an eligible member may convert sick leave to vacation leave and/or cash, pursuant to the following formula:

<u>Number of Total Hours of Accrued Sick Leave</u>	<u>Total Number of Hours Eligible for Conversion</u>
500 – 999	16
1,000 – 1,499	24
1,500 and above	40

** The total number of sick leave hours accrued are those hours as of December 31.

A member must give notice to the Chief of Police by January 15 of the following calendar year. The payout shall be made on or about February 15 of that year and shall be based on the rate of pay from the previous year.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this Section.

ARTICLE 25 INJURY LEAVE

Section 25.1 Injury Leave.

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of his or her performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's hourly base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to his supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and return to work status at the earliest time permitted by the member's attending physician. After the member has been given permission to return to work status by the attending physician, and the member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of one thousand and forty (1040) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

- E. In lieu of or in addition to injury leave under this Article, an employee may be permitted or required to work light duty in accordance with Article 36 of the Agreement.

ARTICLE 26 OTHER LEAVES OF ABSENCES

Section 26.1 Military Leave. Each member who is a member of a reserve or National Guard unit shall be granted a paid military leave of absence when called to temporary active duty or when called to military field training exercises. Members granted military leave shall be paid their regular wages for the time so served, provided that pay received by such members from the City shall be for a period not to exceed one hundred seventy-six (176) hours during each calendar year. Members who are on paid military leave, or who use unpaid leave for military service, shall accrue vacation leave while on paid or unpaid leave pursuant to the provisions of Section 23.1.

Section 26.2 Jury Duty Leave. Each member shall be excused for any regular scheduled workday when called to and reporting for municipal, county, state, or federal jury duty. Members so excused shall be paid their regular wages for the time so served, without deduction for any amount received from governmental authorities. If jury service is for a period of time less than the member's regularly scheduled workday, excused time will apply only to that portion of the day required for such service including reasonable time for travel and changing clothes. The member shall report to his or her supervisor on a daily basis concerning the expected duration of the leave.

Section 26.3 Funeral Leave. Each member shall be granted a paid leave not to exceed three (3) working days upon a death in the member's immediate family, as immediate family is defined in Section 24.2. It is recognized that situations may develop where a death in other than the member's immediate family warrants the City granting this paid leave. The Chief may grant such paid leave based upon the circumstances peculiar to each case. Such time shall not exceed three (3) working days.

Section 26.4 Voting Leave. A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided he or she could not otherwise reach the polls to vote during the time the polls are open outside his tour of duty.

Section 26.5 Examination Leave. A paid leave shall be allowed a member who participates in any Reynoldsburg Civil Service test or who must take a required examination pertinent to his or her City employment before a state, county, or federal licensing board, including the member's regularly scheduled tour of duty.

Section 26.6 Unpaid Leave of Absence. Upon a written request by a member, the Chief may grant the member a leave of absence without pay. The maximum leave without pay shall not exceed six (6) months. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the City, or for other related reasons, shall not exceed two (2) years. The authorization of a leave is solely a matter of administrative discretion and each request will be decided by the Chief based upon its own merits. Upon returning from a leave the member is to be placed in his or her original position or another position at a similar level of responsibility with the same pay rate should the original position be abolished. Should a member fail to return to work

upon the expiration of an authorized leave, that member shall be considered as having resigned. A member on unpaid leave does not earn sick or vacation leave credit.

ARTICLE 27 WORKING OUT OF RANK

Section 27.1 Working out of Rank. A member who is temporarily required to perform the duties of a higher ranking position, and who performs the responsibilities of the higher ranking position for more than two (2) hours in a workday, shall be paid at the rate of pay equal to that paid the higher ranking position for all hours worked in the higher ranking position.

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM

Section 28.1 Participation. Members are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved by the Chief in advance.

Section 28.2 Allowances. The allowances for assistance are as follows:

For approved courses earning college credit, a maximum of three thousand two hundred and fifty dollars (\$3,250.00), effective January 1, 2010, of tuition expenses for each academic year may be requested by a member, and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member. Effective January 1, 2012, this amount shall be increased to three thousand five hundred dollars (\$3,500.00).

Fifty percent (50%) of the expense incurred for textbooks required for approved courses will be paid, except that for non-college-level courses, a Two Hundred Fifty Dollar (\$250.00) limit is not to be exceeded.

To qualify for assistance, a member shall satisfactorily complete the course(s) by attaining a passing grade. Reimbursement shall be made upon submission of official transcripts, tuition statements and receipts for textbooks.

A member who has received educational assistance must remain a member for one (1) year following completion of the courses for which assistance was received. Should a member separate from service with the City within the one (1) year period, except in the event of a disability retirement, that member must repay any assistance received in the one (1) year period.

ARTICLE 29 UNIFORMS AND ALLOWANCE

Section 29.1 Initial Issue. The City shall furnish the basic uniforms and new equipment for all members according to the schedule in Section 29.6. Uniform parts and equipment shall be replaced by the City on an as needed basis. All uniforms and equipment purchased by the City remain the

property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 29.2 Repair or Replacement of Uniforms. The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence.

Section 29.3 Repair or Replacement of Eye Glasses. The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 29.4 Plain Clothes. Members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of nine hundred fifty dollars (\$950.00) effective January 1, 2008. Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the member, any civilian clothing and/or components damaged to the point of unserviceability or lost, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Section 29.5 Dry Cleaning. Members shall be reimbursed for necessary dry cleaning of uniforms or plain clothes items. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 29.6 Clothing/Equipment Schedule The following items shall be provided by the City:

Belt Keepers - 4	Name Plate - 2
Belt (Trouser) - 1	Protective Vest - 1
Boots - 1 pair	Raincoat - 1
Breast Badge - 2	Service Weapon - 1 (with 3 magazines and gun lock)
Cite Bookholder - 2 (one large, one small)	Shirts - Summer - 5
Flashlight - 1	Shirts - Winter - 5
Flashlight Holder - 1	Shoes - 1 pair
Gloves - 1 pair	Ties - 3
Glove Holder - 1	Tie Bar - 1
Gun Belt - 1	Tobboggan Hat - 1
Handcuffs - 1 (with Key)	Traffic Vest
Handcuff Case - 1	Trousers - 5
Hat Badge - 1	USB Flash Drive
Hat - 1 (8 pt. hat and raincover)	Walkie Holder - 1
Holster - 1	Walkie Radio

Jacket - all season - 1	Whistle - 1
Mace Holder - 1	Whistle Chain - 1
Magazine Pouches - (double)	Wrist Watch - 1

ARTICLE 30 SPECIAL DUTY

Section 30.1 Rate of Pay. A member shall be permitted to work special duty assignments so long as any such special duty does not conflict with his or her regular work schedule. The rate of compensation for special duty shall be set by the Mayor. The Chief may promulgate rules and procedures for administering special duty, but no such rules or procedure shall be in conflict with this Contract.

Section 30.2 Authority. While working under special duty assignment, the member shall be considered to be acting under, and subject to, the terms of his or her employment with the City. A member shall be entitled to utilize City uniforms and clothing, and be covered by the City's workers' compensation policy while performing special duty, if not covered by the special duty employer's workers' compensation policy.

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 30.4 Administration. The Chief, or designee, shall administer the special duty program according to the following criteria:

- A. All special duty assignments shall be offered to members who sign up on a fair and equitable basis with no preference shown to any individual. The current assignment policy shall be used as provided in General Order 5.20.06 as of December 1, 1985. No member shall be permitted to work special duty assignments until he has obtained an Ohio Police Officer Training Course Basic Training Certificate and has satisfactorily completed the Department Field Training Program.
- B. Once a member has accepted a special duty assignment, he or she shall report to that assignment in a timely manner, prepared for duty. If a member should wish to withdraw from a special duty assignment that he or she has accepted, the member shall find a replacement to insure that the assignment is filled. Repeated violations of this provision or of other rules pertaining to special duty, as determined by the Chief, may make the member subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.

- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.
- D. During emergency circumstances (such as a scheduled employee marking off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than twenty-four (24) hours prior to reporting time) the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of this Article.
- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

ARTICLE 31 INSURANCE

Section 31.1 Medical Insurance. The City shall provide hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) of the in-network deductible. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

For the purpose of any Health Savings Account to which the City may contribute, employees hired after January 1 will have their HSA contribution pro-rated based on their date of hire. In addition, current members who have an insurable event (e.g. marriage, birth or adoption) will have their contribution pro-rated based on the date of the insurable event.

Notwithstanding the previous paragraph, a member shall be entitled to the full HSA contribution upon the birth of a child or a life threatening illness causing serious harm to the member or a covered member of his/her family.

Insurance coverage is effective the first day of the month after hire.

Section 31.2 Life Insurance. The City shall pay for life insurance for each member in the amount of \$100,000 with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.5 Liability Coverage. The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 31.6 Premium Contribution. Effective January 1, 2019, each member shall contribute-12% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The OPBA and the City have the right to select their own Negotiations Committee for both Units and to change Committee members at will. The parties agree to engage in multi-unit bargaining. Negotiations teams shall consist of no more than four (4) committee members, excluding consultants.

Section 32.2 Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counter-proposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 32.3 Information Furnished. The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counter-proposals, and to negotiate in good faith.

Section 32.4 Private Meetings. The parties agree to negotiate in private meetings pursuant to 4117.21 of the Ohio Revised Code. These meetings will be held as mutually agreed.

Section 32.5 Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 32.6 Informal Minutes. Each party may informally keep its official own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 32.7 Proposals. At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to

economic matters to a later date. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 32.8 Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 32.9 Release time for Negotiations. If all members of the OPBA Negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the release officer shall report to his/her supervisor for duty.

Section 32.10 Applicable Law. The City and the OPBA agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative Contract shall be governed by Ohio Revised Code 4117.10 and 4117.14.

ARTICLE 33 MISCELLANEOUS ECONOMIC PROVISIONS

Section 33.1 Travel Allowances. If a member uses a personal vehicle for City or Department business, including travel to and from court appearances as authorized by the Chief, he or she shall be reimbursed for such use at the current rate allowed by Internal Revenue Service Regulations.

Section 33.2 Field Training Officer. A member who serves as a field training officer for bargaining unit members shall receive a pay differential for each hour of training time spent with the trainee. Effective January 1, 2013, this pay differential shall be \$2.50 per hour.

Section 33.3 Leave Donation. A member may voluntarily donate sick leave or vacation leave time to other members in a manner to be established by agreement of the City and the OPBA through the Labor Relations Committee.

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

Section 34.1 Declaration of Emergency. In cases of emergency declared by the Mayor or Chief, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of members.

Section 34.2 Termination of Emergency. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 35 FAMILY LEAVE

Section 35.1 Family and Medical Leave.

- A. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to a member who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
1. Because of the birth of a child or placement for adoption or foster care of a child;
 2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or “in loco parentis” has a serious health condition;
 3. Because of a serious health condition that makes the member unable to perform his/her employment functions.
 4. A qualifying exigency relating to an immediate family member’s call to active duty in the military.

In addition, eligible members may take up to 26 weeks of leave in a single twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces with a serious injury or illness arising out of such service.

- B. The member must provide the Department with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days notice is not possible. The member must provide the Department with certification of the condition from a health care provider. The City, at the City’s expense, may require a second opinion (which is binding) on the validity of the certification.

A member seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays and compensatory time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The member will be responsible for his/her share of the health insurance cost (if any) during the unpaid FMLA leave. If the member does not return from the FMLA leave for reasons unrelated to the FMLA leave, he/she is responsible for the total insurance premium paid by the City. The City may, at its sole discretion, waive the repayment of insurance premiums. The City will be responsible for the 30 day premium under COBRA.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Contract.

Generally, paid sick leave for the father of a newborn child shall be limited to the first ten (10) work days after the birth of the child. Additional paid sick leave will be available to the father upon presentation of proper documentation of a serious health condition warranting the use of paid sick leave.

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

Light duty is defined as a temporary work assignment that will not conflict with or compromise the medical evaluation of a member who is subject to a work-related injury/illness or off-duty injury/illness. Duties may be of a nature not normally performed by the member but shall be ones the member is capable of performing. The member's supervisor and scheduled days and hours of work may differ from his or her normal supervisor and work schedule.

Light duty will normally be limited to no more than thirty (30) work days (6 calendar weeks); however the Chief, for good reason, may modify or extend that time on a case by case basis.

At a member's request to the Chief, a member may be allowed to perform light duty as opposed to being on or continued on injury leave, sick leave or unpaid leave. Light duty may also be allowed when requested by a member who has applied for disability retirement through the state pension fund. The member shall give the Chief notice as to the date upon which his or her application is made. Light duty will only be considered if an operational need is determined for the duties to be performed.

The City may also require a member on injury leave to perform light duty in lieu of injury leave. Any such light duty must be within the medical limitations placed on the employee.

The City may require that the member requesting light duty obtain, at his or her own expense from a physician, a release that the member is medically capable of performing those duties for a period of time. The City retains the right to have a physician, at the City's expense, determine if a member being considered for light duty is medically capable of performing the job duties for a period of time.

ARTICLE 37 DURATION

Section 37.1 Duration. The provisions of this Contract are effective January 1, 2019, except where otherwise indicated, and remain in full force and effect through December 31, 2021.

Section 37.2 Successor Contract This Contract shall remain in full force and effect until a successor Agreement is reached by the parties or a final settlement award is reached through the use of Ohio Revised Code Section 4117.14.

Section 37.3 Understanding. The parties recognize that this Contract represents the full agreement between the parties for this term of bargaining. This recognition in no way is meant to interfere with or limit any other rights to bargain that may be awarded to either party by any section of Chapter 4117 of the Ohio Revised Code, except that 4117.14(G)(11) shall not apply.

SIGNATURE PAGE

Signed and dated this _____ day of _____.

FOR THE CITY OF REYNOLDSBURG:

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Brad McCloud, Mayor

Joe Hegedus

David Plesich, Chief of Police

Sgt. James Costlow

Jed Hood, City Attorney

Sgt. Joe Vincent

Marc A. Fishel, Labor Counsel

Lt. Bill Early

MEMORANDUM OF UNDERSTANDING

The parties agree to continue the current practice of permitting sergeants to find another sergeant to replace a sergeant vacancy when practicable. However, the failure of a sergeant to find a voluntary replacement, standing alone, is not a sufficient reason for the City to deny a request for paid leave. The Chief may deny vacation requests for operational reasons. Any denial must be reasonable.

Reynoldsburg, City of\Police\2018 Lt & Sgt negotiations\TAs\2019-2021 FINAL Agreement between City of Reynoldsburg and OPBA.docx

Attachment: 2019-2021 FINAL Agreement between City of Reynoldsburg and OPBA.docx (OPBA Contract 1/19 - 12/21)

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Finance and Administration Committee****RE: A Resolution Adopting the Tax Budget for the City of Reynoldsburg
Ohio, for the Fiscal Year Beginning January 1, 2020****FULL THREE READINGS AND A PUBLIC MEETING
EMERGENCY ADOPTION**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Per ORC must be PASSED and EFFECTIVE before July 20th, 2019

Emergency adoption requested upon third reading.

Public Hearing requested for 7/08/2019 as required.

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TOTAL REVENUE

DESCRIPTION	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Actual	For 2018 Actual	For 2019 Estimate	For 2020 Estimate
REVENUES									
Local Taxes									
General Property Tax --- Real Estate	248,410	245,164	247,726	241,271	242,331	247,669	276,717	255,000	265,000
Tangible Personal Property Tax	77	124	12	0	0	0	0	0	0
Municipal Income Tax	10,175,369	10,075,605	10,645,209	12,437,681	11,928,194	13,170,421	14,567,932	16,381,200	16,710,000
Other Local Taxes	524,950	541,963	538,770	585,574	653,667	630,438	586,223	675,000	675,000
Total Local Taxes	10,948,806	10,862,856	11,431,717	13,264,526	12,824,192	14,048,528	15,430,872	17,311,200	17,650,000
Intergovernmental Revenues									
State Shared Taxes and Permits									
Local Government	858,169	652,308	635,743	693,340	680,014	680,591	715,159	685,000	695,000
Local Government (State Share)	88,051	71,761	70,892	55,707	26,170	9,494	0	5,000	5,000
Estate Tax	471,401	263,113	65,767	8	681	0	0	0	0
Cigarette Tax	1,227	1,259	1,208	1,280	1,160	1,289	1,275	1,200	1,200
License Tax									
Liquor and Beer Permits	48,723	46,545	45,705	46,874	44,087	41,233	45,852	46,000	46,000
Gasoline Tax									
Library and Local Government Support Fund									
Property Tax Allocation - Homestead & Rollback	41,707	40,207	24,530	34,394	34,391	34,543	37,701	35,000	35,000
Other State Shared Taxes and Permits	0	0	0	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,509,278	1,075,193	843,845	831,603	786,503	767,150	799,987	772,200	782,200
Federal Grants or Aid									
State Grants or Aid	12,722	12,895	158,492	30,041	31,329	15,743	2,924	35,000	5,000
Other Grants or Aid									
Total Intergovernmental Revenues	1,522,000	1,088,088	1,002,337	861,644	817,832	782,893	802,911	807,200	787,200
Special Assessments									
Charges For Services	76,983	96,561	82,980	94,544	76,389	77,057	26,306	95,200	95,200
Fines, Licenses, and Permits	675,836	826,234	799,162	691,993	646,972	741,560	679,792	775,000	775,000
Miscellaneous - Interest	154,745	130,015	144,758	175,494	143,680	234,311	428,321	325,000	325,000
Other Financing Sources:									
Proceeds from Sale of Debt									
Transfers									
Advances									
Other sources	629,950	630,497	897,066	1,060,463	881,207	1,216,997	1,160,942	1,000,000	1,000,000
TOTAL REVENUE	14,008,320	13,634,251	14,358,020	16,148,664	15,390,272	17,101,346	18,529,144	20,313,600	20,632,400

Attachment: 20190517135648725 (2020 Tax Budget)

DESCRIPTION	For 2012 <u>Actual</u>	For 2013 <u>Actual</u>	For 2014 <u>Actual</u>	For 2015 <u>Actual</u>	For 2016 <u>Actual</u>	For 2017 <u>Actual</u>	For 2018 <u>Actual</u>	For 2019 <u>Estimate</u>	For 2020 <u>Estimate</u>
EXPENDITURES									
Security of Persons and Property									
Personal Services	7,344,083	7,460,963	7,848,127	8,063,715	8,450,618	8,432,848	8,953,765	9,405,000	9,687,1
Travel Transportation									
Contractual Services	435,590	403,013	424,307	452,790	449,467	458,678	414,455	769,480	769,4
Supplies and Materials	249,118	261,163	242,060	204,791	204,693	230,819	282,079	493,000	497,9
Capital Outlay	140,205	59,286	190,815	154,327	185,001	195,621	731,821	620,000	300,0
Total Security of Persons and Property	8,168,996	8,184,425	8,705,309	8,675,623	9,289,779	9,317,966	10,382,120	11,287,480	11,254,5
Public Health Services									
Personal Services									
Travel Transportation									
Contractual Services	205,667	212,964	219,428	257,940	271,288	285,500	302,551	320,000	330,0
Supplies and Materials									
Capital Outlay									
Total Public Health Services	205,667	212,964	219,428	257,940	271,288	285,500	302,551	320,000	330,0
Leisure Time Activities									
Personal Services	659,661	657,472	741,676	738,369	823,832	850,466	896,461	1,179,725	1,215,1
Travel Transportation	0	0	0	0	0	0	0	0	0
Contractual Services	198,134	169,922	194,917	348,041	223,652	325,701	392,081	606,210	612,2
Supplies and Materials	81,298	100,377	148,567	132,848	169,486	184,476	219,581	285,035	287,8
Capital Outlay	20,169	24,629	19,994	58,928	263,254	36,310	291,077	84,000	40,0
Total Leisure Time Activities	959,262	952,400	1,105,154	1,278,186	1,480,224	1,396,953	1,799,200	2,154,970	2,155,2
Community Environment									
Personal Services	731,011	787,536	759,307	772,115	812,729	863,654	774,839	949,725	978,2
Travel Transportation		0		0	0	0	0	0	0
Contractual Services	475,324	455,435	470,043	468,472	535,223	559,809	649,743	880,600	737,9
Supplies and Materials	17,267	16,292	15,956	15,155	15,058	18,827	16,033	25,950	26,2
Capital Outlay	191	0	9,950	0	22,382	24,653	0	5,000	0
Total Community Environment	1,223,793	1,259,263	1,255,256	1,255,742	1,385,392	1,466,943	1,440,615	1,861,275	1,742,3
Basic Utility Service									
Personal Services									
Travel Transportation									
Contractual Services									
Supplies and Materials									
Capital Outlay									
Total Basic Utility Services									

<u>DESCRIPTION</u>	<u>For 2012</u> <u>Actual</u>	<u>For 2013</u> <u>Actual</u>	<u>For 2014</u> <u>Actual</u>	<u>For 2015</u> <u>Actual</u>	<u>For 2016</u> <u>Actual</u>	<u>For 2017</u> <u>Actual</u>	<u>For 2018</u> <u>Actual</u>	<u>For 2019</u> <u>Estimate</u>	<u>For 20</u> <u>Estimate</u>
EXPENDITURES (Continued)									
Transportation									
Personal Services									
Travel Transportation									
Contractual Services									
Supplies and Materials									
Capital Outlay									
Total Transportation									
General Government									
Personal Services	1,878,630	1,751,248	1,944,286	2,155,011	2,259,542	2,258,497	2,430,684	2,622,799	2,701,4
Travel Transportation	0	0	0	0	0	0	0	0	0
Contractual Services	788,706	827,062	964,400	769,461	962,809	989,561	1,119,848	1,619,387	1,635,4
Supplies and Materials	89,540	93,550	99,389	98,906	92,316	100,169	123,608	181,100	182,9
Capital Outlay	24,916	71,565	9,805	40,866	78,359	85,897	291,442	350,600	250,0
Total General Government	2,781,792	2,743,425	3,017,880	3,064,244	3,393,026	3,434,124	3,965,582	4,773,886	4,769,9
Debt Service									
Redemption of Principal									
Interest									
Other Debt Service									
Total Debt Service									
Other Uses of Funds									
Transfers	150,000	250,000		10,000					
Advances									
Contingencies									
Other Uses of Funds									
Total Other Uses of Funds	150,000	250,000	0	10,000	0	0	0	0	0
TOTAL EXPENDITURES	13,489,510	13,602,477	14,303,027	14,741,735	15,819,709	15,901,486	17,890,068	20,397,611	20,252,1
Revenues Over (Under) Expenditures	518,810	31,774	54,993	1,406,929	(429,437)	1,199,860	639,076	(84,011)	380,21
Beginning Cash Fund Balance	3,219,321	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	6,002,251	6,641,327	6,557,3
Ending Cash Fund Balance	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	6,002,251	6,641,327	6,557,316	6,937,5
Estimated Encumbrances (outstanding at year end)	329,824	425,682	269,171	403,065	518,275	651,499	1,086,887	400,000	400,0
Estimated Ending Unencumbered Fund Balance	3,408,308	3,344,224	3,555,728	4,828,763	4,284,116	5,350,752	5,554,440	6,157,316	6,537,5
Fund Balance % of expenditures									

Attachment: 20190517135648725 (2020 Tax Budget)

<u>DESCRIPTION</u>	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Actual	For 2018 Actual	For 2019 Estimate	For 2020 Estimate
REVENUE									
Real Estate & Public Utility Taxes	169,997	166,829	170,706	165,775	165,894	169,513	190,446	185,000	185,000
Tangible Personal Property Tax	4,623	2,377	2,292	1,142	0		0	0	
Trailer Tax	332	343	301	313	365	264	221	400	400
Real Property Tax - Homestead	14,415	17,911	34,517	22,079	22,037	21,993	24,055	20,000	20,000
TOTAL REVENUE	189,367	187,460	207,816	189,309	188,296	191,770	214,722	205,400	205,400
EXPENDITURES									
Police Pension Expenses	192,705	192,743	192,970	162,740	162,761	192,695	162,822	200,000	185,000
TOTAL EXPENDITURES	192,705	192,743	192,970	162,740	162,761	192,695	162,822	200,000	185,000
Revenues Over (Under) Expenditures	(3,338)	(5,283)	14,846	26,569	25,535	(925)	51,900	5,400	20,400
Beginning Cash Fund Balance	28,895	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599
Ending Cash Fund Balance	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599	163,999
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599	163,999

Attachment: 20190517135648725 (2020 Tax Budget)

DESCRIPTION	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Actual	For 2018 Actual	For 2019 Estimate	For 2020 Estimate
REVENUE									
Real Estate & Public Utility Tax									
Tangible Personal Property Tax									
Trailer Tax									
Real Property Tax - Rollback									
Sale of Bonds					35,942		1,447,091		
Sale of Notes									
Operating Transfers	150,000	250,000		0	0				
Operating Transfers - Income Tax	1,695,895	1,679,268	1,774,201	2,072,947	1,988,032	2,017,852	1,986,536	2,692,800	2,746,7
Interest Earned									
Miscellaneous Reimbursements	82724		154200						
TOTAL REVENUE	1,928,619	1,929,268	1,928,401	2,072,947	2,023,974	2,017,852	3,433,627	2,692,800	2,746,7
EXPENDITURES									
Registrar/Agent Fees	77,800	1,000					380240		
Expense of Issue					34320		172002		
G.O. Note - Principal									
G.O. Bond Principal	1,241,626	1,415,520	1,396,084	1,174,296	986,433	1,382,498	1,490,265	1,876,890	1,863,5
G.O. Note - Interest									
G.O. Bond - Interest	587,780	393,842	360,416	324,594	184,872	194,313	528,000	1,236,746	1,191,9
Payment to Refunded Bond Escrow Agent		20,000			311100				
TOTAL EXPENDITURES	1,907,206	1,830,362	1,756,500	1,498,890	1,516,725	1,576,811	2,570,507	3,113,636	3,055,5
Revenues Over (Under) Expenditures	21,413	98,906	171,901	574,057	507,249	441,041	863,120	(420,836)	(308,85
Beginning Cash Fund Balance	106,182	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,0
Ending Cash Fund Balance	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,033	2,054,1
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,033	2,054,1

Attachment: 20190517135648725 (2020 Tax Budget)

FUND All Funds Not Listed on Exhibits I or II	Estimated	2020	Available	2020 Expenditures & Encumbrances			Estimated
	Unencumbered	Estimated	For	Personal	Other	Total	Unencumbered
	Fund Balance 01/01/20	Receipt	Expenditure	Services			Fund Balance 12/31/20
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	3,137,481	795,000	3,932,481	88,879	500,000	588,879	3,343,602
Permissive Tax	883,334	280,000	1,163,334	0	450,000	450,000	713,334
Sewer Capacity	142,787	45,000	187,787	0	45,000	45,000	142,787
Street	1,817,717	1,450,000	3,267,717	667,150	850,000	1,517,150	1,750,567
State Highway	277,430	115,000	392,430		95,000	95,000	297,430
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	98,163	10,000	108,163		45,000	45,000	63,163
Drug Enforcement	47,495	1,000	48,495		1,000	1,000	47,495
Safety Belt Program	4,376	0	4,376		0	0	4,376
DUI Education	15,373	3,000	18,373		2,500	2,500	15,873
Federal Forfeiture	90,705	1,500	92,205		25,000	25,000	67,205
Computerization Needs (court)	173,115	22,000	195,115		12,000	12,000	183,115
Law enforcement Asst Fund	57,122	1,000	58,122		1,000	1,000	57,122
Indigent Drivers Interlock Fund	16,078		16,078			0	16,078
Endowments and Contributions	357,441		357,441			0	357,441
TOTAL SPECIAL REVENUE FUNDS	7,118,617	2,723,500	9,842,117	756,029	2,026,500	2,782,529	7,059,588
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	290,000	572,000	862,000	0	572,000	572,000	290,000
TOTAL DEBT SERVICE FUNDS	290,000	572,000	862,000	0	572,000	572,000	290,000
CAPITAL PROJECT FUNDS							
Capital Improvements	10,000,000	3,435,000	13,435,000	0	5,120,000	5,120,000	8,315,000
Sidewalk Construction	825,815	40,000	865,815	0	1,000	1,000	864,815
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	10,825,815	3,475,000	14,300,815	0	5,121,000	5,121,000	9,179,815

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/20	Estimated Receipts 2020	Total Available For Expenditures	2020 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31/20
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	3,050,183	8,000,000	11,050,183	600,000	6,750,000	7,350,000	3,700,18
Sewer	3,397,009	7,200,000	10,597,009	399,534	5,300,000	5,699,534	4,897,47
Utility Deposits	125,463	10,000	135,463	0	10,000	10,000	125,46
Storm Water	1,438,417	1,350,000	2,788,417	315,792	900,000	1,215,792	1,572,62
Solid Waste	687,255	2,000,000	2,687,255		2,000,000	2,000,000	687,25
TOTAL ENTERPRISE FUNDS	8,698,327	18,560,000	27,258,327	1,315,326	14,960,000	16,275,326	10,983,00
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	
Delinquency Prevention	16,555	0	16,555	0	0	0	16,55
Beautification Commission	0	0	0	0	0	0	
French Creek Footbridge	0	0	0	0	0	0	
Supervision and Inspection	100,000	110,000	210,000	0	65,000	65,000	145,00
Plot Grade and Utility	75,000	50,000	125,000	0	45,000	45,000	80,00
Unclaimed Funds	45,000	5,000	50,000	0	10,900	10,900	39,10
Employee Fund	1,200	750	1,950	0	500	500	1,45
School Ski Club	0	0	0	0	0	0	
Miscellaneous Trust	75,000	350,000	425,000	0	300,000	300,000	125,00
Board of Building Standards	14,157	9,500	23,657	0	7,500	7,500	16,15
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	
Sewer Capacity Charge - Columbus	26,000	35,000	61,000	0	35,000	35,000	26,00
Engineering Fees/Plan Reviews	100,000	35,000	135,000	0	35,000	35,000	100,00
Taylor Square School TIEF	400,000	2,000,000	2,400,000	0	1,800,000	1,800,000	600,00
Brice - Main TIF	25,000	285,000	310,000	0	275,000	275,000	35,00
Kroger Tif	324,000	0	324,000	0	0	0	324,00
Summit Rd Tif #1	5,100	25,000	30,100	0	1,200	1,200	28,90
Taylor Rd Tif #1	167,700	20,000	187,700	0	300	300	187,40
Taylor Rd Tif #2	14,750	1,200	15,950	0	50	50	15,90
TOTAL TRUST AND AGENCY FUNDS	1,389,462	3,001,450	4,390,912	0	2,650,450	2,650,450	1,740,46
TOTAL FOR MEMORANDUM ONLY	10,087,789	21,561,450	31,649,239	1,315,326	17,610,450	18,925,776	12,723,46

Attachment: 20190517135648725 (2020 Tax Budget)

(Excludes Expenses to be Paid from Bond Issues)

Attachment: 20190517135648725 (2020 Tax Budget)

PURPOSE OF BONDS
AND NOTESAuthority for
Levy Outside
10 Mill LimitDate of
IssueDate
DueOrdinance/
ResolutionSerial
or TermRate of
InterestAmounts of Bonds
& Notes Outstanding
as of 1/1/2020Amount Required
for Principal and
Interest 2020Source Fund to Pay
Debt Payments

INSIDE 10 MILL LIMIT

Taylor Square TIEF	4/26/16	2023	Ord 85-15	S	2.163	2,165,000	571,829	TIEF Fund
Cobblestone/Windsor San. Sewer	05/2001	2021	Ord 124-99	S	3	93,449	61,374	Sewer Fund
Public Safety Building	4/26/16	2025	Ord 85-15	S	2.163	2,330,000	420,398	Debt Retirement
Old Reyn North Waterline	7/1/03	2023	Ord 141-99	S	3.0	95,609	25,544	Water Fund
SR 256 Waterline	12/1/03	2023	Ord 103-00	S	3.0	230,985	61,712	Water Fund
Commercial Corridor Phase II	6/28/05	2022	Ord 53-05	S	0	371,250	123,750	Debt Retirement
Huber Water Line Replacement	2012	2021	Ord 11-12	S	2.49	217,600	112,918	Water Fund
Commercial Corridor Refunding	2012	2023	Ord 80-12	S	1.7	625,000	190,659	Debt Retirement
Commercial Corridor Refunding	2012	2023	Ord 81-12	S	1.7	325,000	81,994	TIF Fund
Commercial Corridor II Partial Refunding	2012	2025	Ord 81-12	S	1.7	3,480,000	684,160	Debt Retirement
2012 Sewer Rehab and Manhole Project	2012	2022	Ord 39-12	S	2.49	114,200	39,944	Sewer Fund
Brice Road Corridor Improvements	2016	2036	Ord 22-13	S	0	895,511	54,273	Debt Retirement
2017 Stormwater Project	2017	2026	Ord 15-17	S	2.26	795,000	122,967	Stormwater Fund
2017 Main St Waterline Replacement	2017	2026	Ord 16-17	S	2.26	1,080,000	169,408	Water Fund
Livinston Ave Improvements	2018	2036	Ord 22-16	S	0	256,314	15,534	Debt Retirement
YMCA Community Center	2018		Ord 62-18	S	3.5	27,530,000	1,566,778	Debt Retirement
TOTAL						40,604,918	4,303,242	

OUTSIDE 10 MILL LIMIT:

TOTAL

0.00

0.00

City Council

Stacie Baker

7232 E. Main Street

Reynoldsburg OH 43068

614-704-3423 Phone

ORDINANCE REQUEST

DATE: June 10, 2019

TO: Finance and Administration Committee

**RE: Discussion on Amending Chapter 160 Employee Compensation to
Allow for Councilmember Insurance Coverage**

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
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See attached

REYNOLDSBURG - The City of Respect

2019 City of Reynoldsburg Insurance Overview

Reynoldsburg is pleased to offer employee benefits for the 2019 plan year. Following is an outline of the benefits and employee contributions for the medical, dental, and vision. This guide will also highlight your company paid Life and disability benefits covered through Mutual of Omaha. You will have access to purchase additional life insurance for you and your family through Mutual of Omaha in addition, you have access to Critical Illness and Accident benefits offered through UNUM.

Please note that all benefits are referencing the High Level, In-Network benefit only. Please see all applicable Carrier Benefit Summaries for both In and Out of Network benefits and for more detail.

2019 SUMMARY OF EMPLOYEE BENEFITS

MEDICAL

Reynoldsburg will offer the medical coverage through Medical Mutual of Ohio (MMO). The plan is a High Deductible Health Plan (HDHP) with a Health Savings Account. Below is a brief overview of your medical benefits.

HSA Medical Plan

Benefit Description	Current HSA
In-Network Deductible (S / F)	\$3,000 / \$6,000
Coinsurance (after deductible)	100%
In-Network Out of Pocket (S / F)	\$4,000 / \$8,000
Office Visit	100% after deductible
Urgent Care	100% after deductible
Emergency Room	100% after deductible
Retail Rx Copays (Tier 1 / 2 / 3)	\$10 / \$30 / \$50
Mail Order Rx Copays (Tier 1/ 2/ 3)	\$25 / \$75 / \$125

The City will continue to contribute to each employee's HSA. Chapter 160 employees and Police Dispatcher with single coverage will receive \$2,000 and Employees with family coverage will receive \$4,000. Patrol Officers and Sergeants please see your contract for details on funding of your HSA.

Please note employee contributions will be deducted on a 26 pay basis.

Chapter 160 Employees/Dispatchers	Current (26 Pays)	New (26 Pays)
Employee only	\$28.29	\$33.61
Family	\$75.91	\$90.28
Police LTs./Sgts./Officers	New (26 Pays)	
Employee only	\$33.00	\$39.21
Family	\$88.56	\$105.33

In order to be eligible for the Health Savings Account, an employee must have a qualifying high deductible plan, have no other coverage, and cannot be on Medicare. With the Health Savings Account, employees

can elect to direct deposit additional monies into their accounts on a tax free basis up to the IRS limits as follows: Employee - \$3,500 or Family - \$7,000. These amounts include the contribution made by the City of Reynoldsburg. If you are age 55 and older, you can elect to contribute an additional \$1,000 per year in "catch-up" contributions. Employees can choose to use their funds to pay their responsibility on qualified medical, dental and vision expenses, or they can choose to save that money.

DENTAL

Delta Dental will remain the same for the 2019 plan year. There are no changes to the benefits.

Delta Dental Plan

Benefit Description	Current Plan
In-Network Deductible (S / F)	None
Annual Maximum per person	\$1,500
Diagnostic & Preventive	100%
Basic	75%
Major	75%
Orthodontics	
Orthodontic Services (dependent child)	75%
Lifetime Maximum per child	\$1,500

Please note employee contributions will be deducted on a 26 pay period cycle.

Election	Current (26 Pays)	New (26 Pays)
Employee Contribution	\$3.13	3.03

VISION

VSP will continue as our vision care provider for 2019. There are no changes to the plan design but an increase in contributions. Please note this is a high level overview; please see the benefit summary for VSP for a full listing.

VSP Vision Plan

Benefit Description	Current Vision Plan
Eye Exams	
Frequency	Every 12 Months
Office Visit	\$0 Copay
Prescription Glasses	\$0 Copay
Lenses	Every 12 Months
Single	\$0 Copay
Bifocal	\$0 Copay
Trifocal	\$0 Copay
Lenticular Lens	\$0 Copay
Frames	Every 24 Months
Amount	\$90, plus 20% off balance
Contact Lenses	Every 12 Months
Elective Conventional	\$105 Allowance
Elective Disposable	\$105 Allowance

The following employee contributions will be effective on 1/1/2018. ***Please note employee contributions will be deducted on a 26 pay period cycle.***

Election	Current (26 Pays)	New (26 Pays)
Employee Contribution	\$0.70	\$0.70

LIFE INSURANCE AND AD&D

Reynoldsborg provides all full time employees working at least 30 hours per week with a base life insurance benefit at no cost. All coverage amounts remain unchanged.

DISABILITY INSURANCE

Reynoldsborg also provides all full time Chapter 160 employees working at least 30 hours per week with a disability insurance benefit at no cost. All coverage amounts remain unchanged.

CRITICAL ILLNESS AND ACCIDENT INSURANCE

Reynoldsborg offers Critical Illness and Accident Benefits, through UNUM, to all employees and elected officials working at least 17.5 hours per week. These plans are voluntary – employees pay the full cost of the insurance.

2019 OPEN ENROLLMENT

What do you need to do during the OPEN ENROLLMENT period?

- ❑ The changes this year is the increased deductible amount, increase in premium and change to mail order prescriptions. Dental and Vision remains the same. However if you wish to make a change you must complete an enrollment form to elect, add, change, or terminate your coverages.
- ❑ You must elect the any amount you wish to contribute to your Health Savings Account (H.S.A.).

NOTE: After the Open Enrollment Period, you cannot make changes to your coverage during the year unless you experience a change in family status, such as but not limited to:

- | Loss or gain of coverage through your spouse
- | Loss of eligibility of a covered dependent
- | Death of your covered spouse or child
- | Birth or adoption of a child
- | Marriage, divorce, or legal separation
- | Switch from part-time to full-time

You have 31 days from a change in family status to make changes to your current coverage. Please provide proof of your change in status to Sandra Boller in Human Resources.

SPECIAL NOTICES

Following are special notices that affect you and your dependents / children which took effect January 1, 2011. These notices are associated with Healthcare Reform on a Federal and State level. Should you have any questions about these notices please contact Sandra Boller in Human Resources.

PATIENT PROTECTION DISCLOSURE

Medical Mutual of Ohio generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact Medical Mutual of Ohio at the number on your ID card.

HIPAA SPECIAL ENROLLMENT NOTICE

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself or your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Special enrollment rights also may exist in the following circumstances:

- If you or your dependents experience a loss of eligibility for Medicaid or a state Children's Health Insurance Program (CHIP) coverage and you request enrollment within 60 days after that coverage ends; or
- If you or your dependents become eligible for a state premium assistance subsidy through Medicaid or a state CHIP with respect to coverage under this plan and you request enrollment within 60 days after the determination of eligibility for such assistance.

Note: The 60 day period for requesting enrollment applies only in these last two listed circumstances relating to Medicaid and state CHIP. As described above, a 30 day period applies to most special enrollments.

To request special enrollment or obtain more information, contact Sandra Boller in the Mayor's Office.

WOMEN'S HEALTH AND CANCER RIGHTS ACT

Did you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema)? Call your Plan Administrator for more information.

NOTICE OF EXTENDED COVERAGE TO PARTICIPANTS COVERED UNDER A GROUP HEALTH PLAN

Federal legislation known as "Michelle's Law" extends eligibility for group health benefit plan coverage to a dependent child over the age of 18 who is enrolled in an institution of higher education but who would otherwise lose coverage under the group health benefit plan when a medically necessary leave of absence causes the dependent child to fall below full-time student status. The extension of eligibility is intended to protect group health benefit coverage of a sick or injured dependent child for up to one year.

There are two important definitions central to Michelle's Law:

- Dependent child means a dependent child of a plan participant who is enrolled under the terms of a group health benefit plan based on his or her student status and who was enrolled at a post-secondary educational institution immediately before the first day of the medically necessary leave of absence.

- Medically necessary leave of absence means a leave of absence:

1. of a dependent child from a post-secondary educational institution or any other change in enrollment that begins while the child is suffering from a serious illness or injury;
2. which is medically necessary; and
3. which causes the dependent child to lose student status under the terms of the group health benefit plan.

Michelle's Law establishes four important requirements with respect to the administration of this extended coverage in the case of medical necessity:

1. Doctor's Certification: A doctor's written certification of the medical necessity of the leave of absence is required for continued participation in a group health benefit plan. If the group health benefit plan does not receive written certification of the medical necessity of the leave, then the plan need not grant the continued coverage.
2. Coverage requirement: Michelle's Law will prohibit a group health benefit plan from terminating coverage of a leave of absence before the date that is the earlier of:
 - one year after the first day of the leave of absence; or
 - the date coverage would otherwise terminate (in the absence of the leave) under the terms of the group health benefit plan.
3. Continuity requirement: A dependent child on a medically necessary leave of absence is entitled to receive the same group health benefit plan benefits as other dependents who are eligible and covered under the plan based. Further, any change coverage occurs dependent child on a medically necessary leave of absence will be applicable to the remaining period of that leave.
4. Notice requirement: A group health benefit plan will be required to include a notice of the terms of Michelle's Law along with any notice requiring certification of student status to plan participants. This notice must be written in clear terms that are easily understood.

While the new law is written in such a way that it provides continued coverage during a medically necessary leave of absence, there is no mention of interaction of Michelle's Law with COBRA. THE CITY OF REYNOLDSBURG plan interprets the law as an exception to eligibility requirements rather than continuation of group health benefit plan coverage similar to that required under COBRA. The practical effect of Michelle's Law is that the dependent child is considered eligible despite his or her student status. This eligibility permits coverage under a group health benefit plan without interruption for one full year from the date the medically necessary leave of absence begins. Once that year ends, the dependent child would become ineligible under the group health benefit plan providing a triggering event that, coupled with loss of coverage under the plan, would constitute a qualifying event under COBRA requiring an offer of COBRA continuation coverage to the dependent child. If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your State may have a premium assistance program that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

THE CITY OF REYNOLDSBURG NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW YOU MAY OBTAIN A COPY OF THE PLAN'S NOTICE OF PRIVACY PRACTICES, WHICH DESCRIBES THE WAYS THAT THE PLAN USES AND DISCLOSES YOUR PROTECTED HEALTH INFORMATION.

Medical Mutual of Ohio (the "Plan") provides health benefits to eligible employees of THE CITY OF REYNOLDSBURG (the "Company") and their eligible dependents as described in the summary plan description(s) for the Plan. The Plan creates, receives, uses, maintains and discloses health information about participating employees and dependents in the course of providing these health benefits. The Plan is required by law to provide notice to participants of the Plan's duties and privacy practices with respect to covered individuals' protected health information, and has done so by providing to Plan participants a Notice of Privacy Practices, which describes the ways that the Plan uses and discloses protected health information. To receive a copy of the Plan's Notice of Privacy Practices you should contact Sandra Boller who has been designated as the Plan's contact person for all issues regarding the Plan's privacy practices and covered individuals' privacy rights. You can reach this contact person at: 614-322-6868.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your State may have a premium assistance program that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at www.askebsa.dol.gov or by calling toll-free 1-866-444-EBSA (3272).

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa 1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov 1-877-267-2323, Ext. 61565

IMPORTANT EXCHANGE NOTICE:

JANUARY 1, 2014 THE AFFORDABLE CARE ACT REQUIRED ALL US CITIZENS TO HAVE QUALIFIED HEALTH INSURANCE COVERAGE FOR THEMSELVES AND THEIR DEPENDENTS IN PLACE BY MARCH 1, 2014 OR PAY A TAX PENALTY.