



CITY OF REYNOLDSBURG

CITY COUNCIL

Committee Meetings Regular Council Meeting

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

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

April Beggerow
614-322-6836

Monday, June 10, 2019

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – May 28, 2019
4. **APPROVAL OF AGENDA**
5. **COMMUNITY COMMENTS AND REQUESTS**
6. **COMMUNICATIONS**
 - a. Clerk of Court Report
7. **REPORTS**

8. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY (First Reading 5/28/2019). --- Luzader. Public Service and Transportation Committee.
- b. 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). --- Cotner. Finance and Administration Committee.
- c. 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). --- Cotner. Finance and Administration Committee.

9. LEGISLATION FOR FIRST READING

- a. ORDINANCE TO AMEND ORDINANCE 112-18 ADOPTED ON SEPTEMBER 19, 2018 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Spalding. Development Department.
- b. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.
- c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 160.02(g) SERVICE DEPARTMENT of Chapter 160 EMPLOYEE COMPENSATION. --- Bryant. Finance and Administration Committee.

10. LEGISLATION FOR SECOND READING

- a. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (First Reading 5/28/2019). --- Clemens. Public Safety, Law and Courts Committee.
- b. ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT. (First Reading 5/28/2019). --- Clemens. Public Safety, Law and Courts Committee.
- c. 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). --- Cotner. Finance and Administration Committee.

11. LEGISLATION FOR THIRD READING

- a. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT (Second Reading 5/28/2019). --- Spalding. Development, Parks and Recreation Committee.
- b. AN ORDINANCE DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. (Second Reading 5/28/2019). --- Spalding. Development, Parks and Recreation Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019

President of Council Doug Joseph called the meeting to order at 8:14 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant

ABSENT: Skinner

Mr. Skinner had to leave, he had a family emergency.

Approval of Minutes

- a. City Council – Regular Meeting – May 13, 2019

RESULT:	ACCEPTED
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Approval of Agenda

Addition at the end of a meeting an executive session for the purpose of appointing a public employee.

Agenda amended.

Community Comments and Requests

Joe Begeny, 8840 Kingsley Dr, Reynoldsburg: I wanted to start off by saying how appropriate it is to have this conversation today after Memorial Day. I was very touched by the words of Councilman Cotner about what sacrifices we've had with our military. Over the past few weeks, I've been driving around different communities specifically Westerville, and I've noticed that they have instituted a military banner program. So I have reached out to the Veterans of Foreign Wars in Reynoldsburg in hopes of trying to create a program like that here in Reynoldsburg. I have some information that I'll pass out for you, but the many years of teaching have proven to me that the moment you see these you stop listening, that's just the way these things go. Its actually a self funding program, first of all, what you would do is basically open it up to anyone in the entire city of Reynoldsburg or anyone associated with the school district and they would have the opportunity to create a banner through the city that would actually be hung in different locations throughout Reynoldsburg, whether it be Olde Towne or all the way throughout. The purpose of this is to honor those veterans. I've been lucky enough that I've taught about a dozen students and all of them have come home safely, we can't say that for all of those veterans that have fought in wars. So a chance to honor them while they're here is something that I think would be appropriate for the city to do. There is virtually no cost to the city as most of the hanging brackets are already currently in the city for use. Westerville has started a program where basically families can go through an application and then at that point in time, they submit the money to, I believe their service department and then they purchase the banners and hang them up on a couple of locations, specifically for Memorial Day, Veterans Day, and then I also thought we could expand it to other days as well if we chose to. I do have a timeline included about what I think would be appropriate if we wanted to go ahead and do this with Council's support hopefully in time for Veterans Day in November, but I also thought we could expand it as well from what Westerville is doing, I believe we could also include last week we

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019

had police officer's week, we could include them as well as firefighters for their service and dedication to our city, as well as a number of other options. In reality when we see the programs, the banners have a website companion on the city website and you can click on them and it would have a paragraph about what those people did at that particular time. You can go through a rotating basis all the way around. I am in talks with the VFW again, about potential fund raising opportunities, specifically having some type of a breakfast which when that gets set up, I would invite everyone here to attend to try to generate funds for those people that might not be able to afford the complete cost of the veterans banner program. I'll take any questions.

Mr. Spalding: This is a great idea. I really appreciate you doing that because I've seen a lot of the things they do up in Westerville and talk about a community that really appreciates the veterans and everyone that served past, present and future. So I think that anything we could do in that manner would be really good. Its not just the cost alone, that's fine, but its the right thing to do. It's the right thing to do for these special days to make those remembrances, so I appreciate your consideration.

Ms. Bryant: I would also like to thank you for spear heading this idea. In addition to Westerville, I have seen it done in other areas. I frequently traveled to a lot of different court houses in the vicinity and I know I've seen it in at least 3 other towns. If I recall correctly, I think one of them is Chillicothe.

Mr. Begeny: Chillicothe, Lancaster is another one.

Ms. Bryant: and I believe Bellfontaine, I think the one there specifically has those who died in service, but I think its important to recognize, not just the ones that lost their lives, but anyone who served. Nobody serves without losing something. I've got a brother in law with severe PTSD, who hasn't been the same since returning form Iraq and I think it's important to recognize not just the servicemembers, but the family of the servicemembers because they suffer as well.

Mr. Luzader: Same thing Joe, I think it's a great idea, the only thing is I would kind of lean towards a fewer number of days as opposed to more. Based on experience, I know the Street Department would be the ones to put these up and taking them down and I know they're taxed pretty much most of the time as it is and depending on how many we have, you're not going put them up in a half a day.

Mr. Begeny: No, no, I would think given the number, I think about 26 capable poles in the Olde Towne area of Reynoldsburg and I think that would probably be the area that we would start. However, at the same time, if there's more than 26 people that want to do this then we can come up with other options. I know Westerville is moving to a wait list for those that didn't get in at a certain time so they can continue on, build them up and then rotate them around at different points of time. Its' just a start. There are some sample documents in here as well as far as what Westerville has done but substituted with some language from Reynoldsburg, but it's an opportunity to get things started and definitely the time line would work out well that a lot of this would get done before Veterans Day in November.

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MINUTES REGULAR MEETING
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Communications

AUDITOR'S REPORTS, MARCH, 2019

The Clerk read the March 2019 Budget by Classification and Departmental Budgets into the minutes.

Reports

None

Motions

None

LEGISLATION FOR ONE READING

60-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

61-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

62-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRAWSER PAVING, INC. TO PERFORM CONSTRUCTION SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

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REYNOLDSBURG CITY COUNCIL
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Mr. Clemens: How did the situation come out as far as paving the sidewalk?

Mr. Kundtz: The bike path? I believe that through engineering, it was discovered that there's going to be some acquiring of properties and then there was cost involved in it.

Mr. Clemens: So we're not doing it?

Mr. Luzader: No.

President Joseph: So it was removed?

Mr. Luzader: Yes

Mr. Kundtz: It was.

Ms. Bryant: At the intersection of Graham and Palmer, essentially from Graham and Main to Graham and Palmer, we have a sidewalk that runs completely through the east side of the street and then it stops at Palmer and Graham. Is there anything that we can do..

Mr. Kundtz: At the Livingston House.

Ms. Bryant: Is there anything that we can do to bring it forward?

Mr. Kundtz: I have been part of discussions before as far as continuing it down Slate Ridge or the 5 way, the problem is, for pedestrian access, the bridge down there would have to be widened to allow for safe access.

Ms. Bryant: OK.

Mr. Baker: Even if we were just to put from there to the bridge would be some sort of improvement. Only reason I say that is because a couple of days ago, I did see people walking.

Mr. Kundtz: And people do, but that is how it was explained to me by engineers, that you can't just give them a dead end and not expect them to.. you're essentially telling them to. That's why it's never been continued. I know theres another embankment there would need to be stabilized by the Livingston House, there's a lot of costs involved.

Mr. Luzader: If I understand correctly, that bridge is actually the County's responsibility.

Mr. Kundtz: Yes.

Ms. Bryant: Do we know what kind of cost would be involved?

Mr. Kundtz: That I am not sure, I can look into it with EMH&T

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Ms. Bryant: So with the bridge being a Franklin County Issue, from Palmer to the bridge and then from the bridge to Slate Ridge, that's our responsibility, if we could maybe get some numbers on that.

Mr. Kundtz: Yeah we'd have to widen the bridge, it would be a combined effort with Franklin County engineers.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

63-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

64-19

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

65-19

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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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:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

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:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR FIRST READING

ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Spalding. Development Department.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 7/8/2019 7:30 PM
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ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:30 PM
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ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT. --- Clemens. Public Safety, Law and Courts Committee.

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RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:30 PM**

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:32 PM**

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.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:33 PM**

LEGISLATION FOR SECOND READING

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:30 PM**

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. --- Spalding. Development, Parks and Recreation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:30 PM**

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.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:33 PM**

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.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019

RESULT: **REFERRED TO COMMITTEE** **Next: 6/10/2019 7:33 PM**

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: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Barth R. Cotner, At-Large Councilmember
SECONDER: Stacie Baker, At-Large Councilmember
AYES: Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

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: **ADOPTED [UNANIMOUS]**
MOVER: Barth R. Cotner, At-Large Councilmember
SECONDER: Mel Clemens, Ward 4 Councilmember
AYES: Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

Executive Session to discuss employment of a public employee

Motion to move into executive session by Council woman Bryant, Second by Councilman Baker
The Clerk Called the roll:

Luzader: Aye
Spalding: Aye
Clemens: Aye
Cotner: Aye
Baker: Aye
Bryant: Aye

Council moved into executive session at 8:36pm.

Council returned from executive session at 9:19p.m.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of May 28, 2019 7:35 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: June 10, 2019****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING APRIL 2019**

I am submitting monies collected from the courts held on 4/4, 4/11, 4/18 and 4/25/19. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 14,023.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 17,218.00
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Sub-Total (To General Revenue Fund)		31,241.00
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Computerization Needs Fund	(#211.4510)	\$ 2,520.00
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Enforcement & Education Fund	(#293.4616)	\$ 150.00
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Sub-Total		\$ 2,670.00
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Total Amount Submitted		\$ 33,911.00
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Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **June 10, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE TO APPROVE PAYMENT OF SERVICES
PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF
AVAILABILITY OF FUNDS AND DECLARING AND
EMERGENCY**

Approval:

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

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

Statement of necessity: ORC 5705.41(D) requires that this ordinance be passed within thirty days of its presentation to City Council

See attached

Bal: \$42,075.50

Ship To

City of Reynoldsburg-Building Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Building Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2019-00001172

DATE 05/15/2019

VENDOR 11319 - GEOTECHNICAL CONSULTAN

Contact

GEOTECHNICAL CONSULTANTS, INC.
720 GREENCREST DR.
WESTERVILLE, OH 43081



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Shelley Slota

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	FA CIP - Project #148, Community Center Special Inspection Services 410.000.0148.5611 - Buildings 47,500.00	47,500.0000	\$47,500.00
		Invoice # 130737	12/31/18	458.00
		Invoice # 130766	12/31/18	14,528.00
		Invoice # 131040	1/24/19	7,085.00
		Invoice # 131345	2/21/19	9,880.75
		Invoice # 131842	3/29/19	4,525.00
		Invoice # 132535	4/30/19	3,598.75
				<u>\$42,075.50</u>
RECEIVED MAY 15 2019 AUDITOR'S OFFICE			TOTAL DUE	\$47,500.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Stephen M. Ciesek
SC 5-15-19

Special Instructions

Attachment: Accounting Documents (Then and Now-2019 GCI)

Geotechnical Consultants
Invoicing under the original proposal signed 7/2/2018

Invoice Number	Invoice Date	Dates of Service	Invoice Amount	Amount Paid	Balance Remaining
128438	8/31/18	7/26/18 - 8/30/18	\$ 12,879.00	\$ 12,879.00	\$ -
129016	9/30/18	8/27/18 - 9/22/18	\$ 13,541.00	\$ 13,541.00	\$ -
129594	10/31/18	9/24/18 - 10/20/18	\$ 15,097.00	\$ 15,097.00	\$ -
130135	11/30/18	10/22/18 - 11/17/18	\$ 15,210.00	\$ -	\$ -
130737	12/31/18	10/22/18 - 10/25/18			
		11/12/18 - 11/17/18	\$ 6,866.00	\$ 6,408.00	\$ 458.00
			\$	\$ 47,925.00	
					Total on invoice incorrect
					Total Paid under Original Proposal

This amount was re-submitted on Invoice #130737 and Invoice #130766

Current invoicing in which we do not have a signed proposal or open Purchase Order

130766	12/31/18	10/25/18 - 11/10/18			
		11/19/18 - 12/15/18	\$ 16,986.00	\$	\$ 16,528.00
131040	1/24/19	12/17/18 - 1/12/19	\$ 7,085.00	\$	\$ 7,085.00
131365	2/21/19	1/14/19 - 2/16/19	\$ 9,880.75	\$	\$ 9,880.75
131842	3/29/19	2/18/19 - 3/26/19	\$ 4,525.00	\$	\$ 4,525.00
132535	3/25/19	3/25/19 - 4/20/19	\$ 3,598.75	\$	\$ 3,598.75
				\$	\$
				\$ 42,075.50	Total amount owed to GeoTec

ORDINANCE NO. 59-19PASSED: May 13, 2019

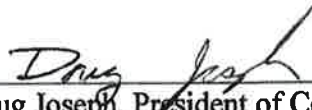
ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

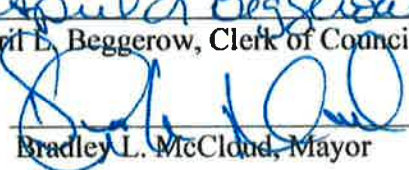
SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Geotechnical Consultants Inc., 720 Greencrest Drive, Westerville, Ohio, 43081, in the amount not to exceed forty seven thousand, five hundred dollars, (\$47,500.00) for field monitoring and testing services.

SECTION 3. That pursuant to RCO Section 175.01(d) competitive bidding is hereby suspended.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 5/14/19
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 59-19 as passed by Council of said City on the 13th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/14/19

Attachment: Accounting Documents (Then and Now-2019 GCI)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Service and Transportation Committee****RE: ORDINANCE TO APPROVE PAYMENT OF SERVICES
PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF
AVAILABILITY OF FUNDS AND DECLARING AND
EMERGENCY**

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: ORC 5705.41(D) requires that this ordinance be passed within thirty days of its presentation to City Council

See attached

Attachment: Accounting Documents (Then and Now-2019 GCI)

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 458.00 has been appropriated and was available in the treasury at the date of purchase 10-22-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 12-31-2018

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 130737 Account # 410.000.0148.5611

Stephen M. Ciesak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

Received

JAN 02 2019

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Reynoldsburg Building Division

Invoice Date December 31, 2018

Invoice Number 130737

Customer No: CTYREY

Purchase Order No:

Page 1

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

This invoice replaces invoice 130135 dated 11/30/18

Date	Name	Description	Units	Rate	Amount
✓ 10/22/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/22/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/22/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/22/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/23/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/23/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/23/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/23/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/24/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/24/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/24/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/24/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/25/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/25/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/25/2018	David A. Svoboda	Sr tech, over-time obs	Hours 3.00	102.00	306.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2018-1641
VEN # 11319 AMT \$ 6,408.00
INV # 130737
APPROVAL [Signature] DATE 1-6-19



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number	130737
		Page	18F22027
			4 of 4
✓11/12/2018	David A. Svoboda	Density equipment charge	Units 1.00 50.00 50.00
✓11/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/12/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/13/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/14/2018	David A. Svoboda	Density equipment charge	Units 1.00 50.00 50.00
✓11/14/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/14/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/15/2018	Todd R. Meek	Proj mgr, project mgmt	Hours 1.00 100.00 100.00
✓11/15/2018	David A. Svoboda	Zone 1 Pick-Up Charge	Units 1.00 80.00 80.00
✓11/15/2018	David A. Svoboda	Sr tech, report writing	Hours 1.00 68.00 68.00
✓11/16/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/16/2018	David A. Svoboda	Sr tech, site observations	Hours 2.00 68.00 136.00
11/17/2018		Default Task	Units -1.00 8,802.00 -8,802.00
✓11/17/2018		Adjustment for 2018 contract amount to total \$47,925	
		Concrete Test Cylinder	Units 100.00 15.00 1,500.00
✓11/17/2018		Grout Prism	Units 4.00 25.00 100.00

City of Reynoldsburg Community Center Total Amount Due

6,408.00

Actually - Totals \$ 6,866.00

Still owe \$ 458.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 458.00
INV # 130737
APPROVAL [Signature] DATE 5/5/19

Replaced with # 130137 & 130135

8.a.a

Received

DEC 03 2018



Geotechnical Consultants, Inc.

720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

Reynoldsburg Building Division
INVOICE

Invoice Date November 30, 2018
Invoice Number 130135
Customer No: CTYREY
Purchase Order No:
Page 1

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

✓	Date	Name	Description	Units	Rate	Amount
✓	10/22/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00
✓	10/22/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓	10/22/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00
✓	10/22/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00
✓	10/23/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00
✓	10/23/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓	10/23/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00
✓	10/23/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00
✓	10/24/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00
✓	10/24/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓	10/24/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00
✓	10/24/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00
✓	10/25/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00
✓	10/25/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓	10/25/2018	David A. Svoboda	Sr tech, over-time obs	Hours	3.00	102.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O.# 2518-1641
VEN# 11319 AMT \$ 6,408.00
INV# 130135
APPROVAL _____ DATE _____

Packet Pg. 22

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number		Page		
				2 of 4		
✓ 10/25/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 10/26/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 10/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 10/26/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00
✓ 10/26/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 10/29/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 10/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 10/29/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 10/30/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 10/30/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 10/30/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00
✓ 10/30/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 10/31/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 10/31/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00	272.00
✓ 11/1/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/1/2018	David A. Svoboda	Sr tech, report writing	Hours	2.50	68.00	170.00
✓ 11/1/2018	David A. Svoboda	Sr tech, site observations	Hours	2.00	68.00	136.00
✓ 11/2/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/2/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/2/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

			Invoice Number	130135			
				18F22027			
City of Reynoldsburg			Page	3 of 4			
✓ 11/5/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/5/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/5/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/6/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/6/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/6/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/6/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/7/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/7/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/7/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/8/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/8/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/8/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/8/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/9/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/9/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/9/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00	
✓ 11/9/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/10/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/10/2018	David A. Svoboda	Sr tech, over-time obs	Hours	4.00	102.00	408.00	

↳ Site Observation Report

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Page 2 of 3 total \$8,344.00
w/ paid from 13037 458.00
0.000.00



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

			Invoice Number	130135		
				18F22027		
City of Reynoldsburg			Page	4 of 4		
✓ 11/12/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/12/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/13/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/14/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/14/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/14/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/15/2018	Todd R. Meek	Proj mgr, project mgmt	Hours	1.00	100.00	100.00
✓ 11/15/2018	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 11/15/2018	David A. Svoboda	Sr tech, report writing	Hours	1.00	68.00	68.00
✓ 11/16/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/16/2018	David A. Svoboda	Sr tech, site observations	Hours	2.00	68.00	136.00
✓ 11/17/2018		Concrete Test Cylinder	Units	100.00	15.00	1,500.00
✓ 11/17/2018		Grout Prism	Units	4.00	25.00	100.00

City of Reynoldsburg Community Center Total Amount Due

15,210.00

Balance available → 6,408.00

Balance owed. \$ 8,802.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc
Terms: NET 30

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 16,508.00 has been appropriated and was available in the treasury at the date of purchase 11-17-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 12-31-2018

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 130766 Account # 410.000.0148.5611

Stephen M. Ciesak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

Received

FEB 11 2019

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Reynoldsburg Building Division

Invoice Date December 31, 2018
Invoice Number 130766
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

Invoice to be processed with 2019 Change order

Total remaining from invoices
130737 & 130135

834

		Default Task		Units	Rate	Amount
11/17/2018		Adjustment for 2018 contract amount to total \$47,925 (amount was subtracted from November invoice #130737)		1.00	8,802.00	8,802.00
✓ 11/19/2018	Todd R. Meek	Proj mgr, project mgmt	Hours	0.50	100.00	50.00
✓ 11/20/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/20/2018	David A. Svoboda	Sr tech, site observations	Hours	3.00	68.00	204.00
✓ 11/21/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/21/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00	272.00
✓ 11/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/26/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00	408.00
✓ 11/27/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/27/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/27/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.00
✓ 11/28/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/28/2018	David A. Svoboda	Sr tech, report writing	Hours	1.00	68.00	68.00
✓ 11/28/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00	272.00

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

			Invoice Number	130766		
				18F22027		
City of Reynoldsburg			Page	2 of 3		
✓ 11/29/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.0
✓ 11/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 11/29/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.0
✓ 11/29/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 11/30/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.0
✓ 11/30/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 11/30/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/1/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/1/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.0
✓ 12/3/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/3/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/4/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/4/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.0
✓ 12/4/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/5/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/5/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/6/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/6/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/7/2018	David A. Svoboda	Sr tech, report writing	Hours	1.50	68.00	102.0
✓ 12/10/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc
Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

Invoice Number 130766
18F22027
Page 3 of 3

City of Reynoldsburg

✓ 12/10/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00	408.0
✓ 12/11/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/11/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00	408.0
✓ 12/12/2018	Todd R. Meek	Proj mgr, project mgmt	Hours	0.50	100.00	50.0
✓ 12/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/12/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0
✓ 12/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/13/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0
✓ 12/15/2018		Concrete Test Cylinder	Units	20.00	15.00	300.0

City of Reynoldsburg Community Center Total Amount Due

16,986.00

16,528.00

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 16,528.00
INV # 130766
APPROVAL [Signature] DATE 5/7/19

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 7,085.⁰⁰ has been appropriated and was available in the treasury at the date of purchase 12-17-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 1-24-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 131040 Account # 410.000.0148.5611

Stephen M. Cihak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Invoice Date January 24, 2019
Invoice Number 131040
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center	Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800 City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio					
City of Reynoldsburg Community Center 1470 Davidson Avenue Reynoldsburg, Ohio					
✓ 12/17/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/17/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00
✓ 12/18/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/18/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00
✓ 12/19/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/19/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00 408.00
✓ 12/20/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/20/2018	David A. Svoboda	Sr tech, site observations	Hours	3.00	68.00 204.00
✓ 12/21/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/21/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00 272.00
✓ 12/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/26/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00 408.00
✓ 12/27/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/27/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

			Invoice Number	131040			
				18F22027			
City of Reynoldsburg			Page	2 of 3			
✓12/28/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓12/28/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0	
✓12/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓12/29/2018	David A. Svoboda	Sr tech, site observations	Hours	3.00	68.00	204.0	
✓1/2/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/2/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0	
✓1/3/2019	Christopher W. Bauma	Density equipment charge	Units	1.00	50.00	50.0	
✓1/3/2019	Christopher W. Bauma	Zone 1 Trip Charge	Units	2.00	50.00	100.0	
✓1/3/2019	Christopher W. Bauma	Sr tech, site observations	Hours	4.00	58.00	232.0	
✓1/3/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/3/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0	
✓1/4/2019	Christopher W. Bauma	Zone 1 Trip Charge	Units	2.00	50.00	100.0	
✓1/4/2019	Christopher W. Bauma	Sr tech, site observations	Hours	4.00	58.00	232.0	
✓1/4/2019	David A. Svoboda	Sr tech, report writing	Hours	1.00	58.00	58.0	
✓1/7/2019	Todd R. Meek	Proj mgr, project mgmt	Hours	0.25	100.00	25.0	
✓1/7/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/7/2019	David A. Svoboda	Sr tech, site observations	Hours	5.00	58.00	290.0	
✓1/8/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/8/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.0	
✓1/9/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc.
 Terms: NET 30



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Invoice Number 131040
 18F22027
 Page 3 of 3

City of Reynoldsburg

✓ 1/9/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.0
✓ 1/10/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 1/10/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.0
✓ 1/11/2019	James E. Rosebrock	Field Letter	Units	1.00	400.00	400.0
		Masonry Wall Observations at Column Lines RB/13-14				
✓ 1/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 1/11/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 1/12/2019		Mortar Cube	Units	3.00	20.00	60.0
		2x4 Mortar Cube				
✓ 1/12/2019		Grout Prism	Units	8.00	25.00	200.0

City of Reynoldsburg Community Center Total Amount Due

7,085.0

BUILDING DIVISION
 P.O. # 2019-1172
 VEN # 11319 AMT \$ 7,085.00
 INV # 131040
 APPROVAL [Signature] DATE 5/7/19

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc.
 Terms: NET 30

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 9,880.75 has been appropriated and was available in the treasury at the date of purchase 1-14-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 2-21-2019

Vendor Crest Technical Consultants Description Inspection Services Ymc

Invoice # 131365 Account # 410.000.0148.5611

Stephen M. Cusack
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Invoice Date February 21, 2019
Invoice Number 131365
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center	Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800 City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio					
✓ 1/14/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/14/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00 348.00
✓ 1/15/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/15/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00 300.00
✓ 1/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/15/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00 464.00
✓ 1/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/16/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00 406.00
✓ 1/17/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/17/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00 232.00
✓ 1/18/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00 21.25
✓ 1/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/18/2019	David A. Svoboda	Sr tech, site observations	Hours	5.50	58.00 319.00
✓ 1/22/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 1/22/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00 232.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

City of Reynoldsburg			Invoice Number	131365		
				18F22027		
			Page	2 of 4		
✓ 1/23/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/23/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 1/24/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/24/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00	464.00
✓ 1/25/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/25/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/26/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/26/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/28/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/28/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 1/28/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/28/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00	464.00
✓ 1/29/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/29/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/30/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/30/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.00
✓ 2/1/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 2/2/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/2/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

		Invoice Number		131365			
				18F22027			
City of Reynoldsburg		Page		3 of 4			
✓ 2/4/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/4/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00	
✓ 2/5/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/5/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00	
✓ 2/5/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/5/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.00	
✓ 2/6/2019	David A. Svoboda	Sr tech, report writing	Hours	1.50	58.00	87.00	
✓ 2/7/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25	
✓ 2/7/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/7/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00	
✓ 2/8/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/8/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.00	
✓ 2/9/2019		Concrete Test Cylinder	Units	5.00	15.00	75.00	
✓ 2/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/11/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00	
✓ 2/13/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/13/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.00	
✓ 2/14/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 2/14/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00	
✓ 2/14/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Invoice Number 131365
 18F22027
 Page 4 of 4

City of Reynoldsburg

✓ 2/14/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/15/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/16/2019	David A. Svoboda	Sr tech, overtime site obs.	Hours	4.00	87.00	348.00

City of Reynoldsburg Community Center

Total Amount Due

9,880.75

BUILDING DIVISION
 P.O. # 2019-112
 VEN # 11319 AMT \$ 9,880.75
 INV # 131365
 APPROVAL [Signature] DATE 5-6-19

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 4,505.⁰⁰ has been appropriated and was available in the treasury at the date of purchase 2-18-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 3-29-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 131842 Account # 410.000.0148.5611

Stephen T. Cihak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)

emailed to Sandra 3/29/19
dgoni

8.a.a



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Received
MAR 29 2019
Reynoldsburg Building Division

Invoice Date March 29, 2019
Invoice Number 131842
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027	City of Reynoldsburg Community Center	Units	Rate	Amount
---------------------------	---------------------------------------	-------	------	--------

Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

✓ 2/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 2/18/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.0
✓ 2/19/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 2/19/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 2/19/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 2/19/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 2/20/2019	David A. Svoboda	Sr tech, report writing	Hours	2.00	58.00	116.0
✓ 2/21/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 2/21/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 2/21/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 2/22/2019	Bradley S. Lemity	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 2/22/2019	Bradley S. Lemity	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 2/25/2019	David A. Svoboda	Sr tech, report writing	Hours	2.00	58.00	116.0
✓ 2/26/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number		Page		
		131842		2 of 3		
		18F22027				
✓ 2/26/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 3/1/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/1/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/8/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/8/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/8/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/11/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/14/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/14/2019	David A. Svoboda	Proj mgr, project management	Hours	2.00	85.00	170.0
✓ 3/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/15/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/18/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/18/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/20/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/21/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/22/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.0
✓ 3/26/2019		Grout Prism	Units	8.00	25.00	200.0

City of Reynoldsburg Community Center **Total Amount Due**

4,525.0

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 4525.00
INV # 131842
APPROVAL [Signature] DATE 3-26-19

Packet Pg. 41

Attachment: Accounting Documents (Then and Now-2019 GCI)

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 3,598.75 has been appropriated and was available in the treasury at the date of purchase 3-25-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 4-30-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 132535 Account # 410.000.0148.5611

Stephen W. Cusick
City Auditor

5-15-19
Date

Attachment: Accounting Documents (Then and Now-2019 GCI)

Received

MAY 02 2019



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Reynoldsburg Building Division**INVOICE**

City of Reynoldsburg
 7232 E. Main Street
 Reynoldsburg, OH 43068

Invoice Date April 30, 2019
 Invoice Number 132535
 Customer No: CTYREY
 Purchase Order No:
 Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center	Units	Rate	Amount	
Contact: Brad McCloud (614) 322-6800						
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio						
✓3/25/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓3/26/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓3/26/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓3/28/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓3/28/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.00
✓3/29/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓4/1/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/1/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓4/2/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓4/4/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/4/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓4/5/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓4/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/15/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.00
✓4/16/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

Attachment: Accounting Documents (Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

City of Reynoldsburg		Invoice Number		132535		
		Page		18F22027		
				2 of 2		
✓ 4/16/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 4/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 4/16/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 4/17/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 4/17/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 4/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 4/18/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 4/19/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 4/19/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 4/20/2019		Concrete Test Cylinder	Units	45.00	15.00	675.00

City of Reynoldsburg Community Center **Total Amount Due**

3,598.75

BUILDING DIVISION
 P.O. # 11319-1172
 VEN # 11319-1172 AMT \$ 3,598.75
 INV # 132535
 APPROVAL *[Signature]* DATE 5-7-19

Attachment: Accounting Documents (Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

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
---------------------------	-----------------------	----------------------------

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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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
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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 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:

Number of Total Hours of Accrued Sick Leave	Total Number of Hours Eligible for Conversion
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

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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)

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Development Department**

RE: ORDINANCE TO AMEND ORDINANCE 112-18 ADOPTED ON SEPTEMBER 19, 2018 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

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

Emergency/Suspension: Emergency

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

Ordinance to Amend Ordinances 112-18.

These amendments are to expand the geographical area, and fix the tax distribution within JEDD
4. The JEDD boards and township trustees have passed this legislation

PETITION OF BUSINESS OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being all of the owners of business(es), operating with the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

The undersigned further agrees that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without agreement of the Township.

Date: MARCH 4, 2019 PETCO REAL ESTATE,
LTD

Business operating within Parcel
No. 010-018138-01.000; +/- 14.12 acres

By: Ronald L. Petty
Print Name: Ronald L. Petty
Title: Managing Member

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

PETITION OF PROPERTY OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being all of the owners of the property identified below located within the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levied in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

Additionally, the undersigned property owner(s) state and represent that there are not business owners within the meaning of R.C. 715.72 located on their property unless there is also provided a properly executed Petition of Business Owner(s) signed by such owners. Finally, the undersigned agree that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without the agreement of the Township.

Of the 16.02 acres 12.5 will be petitioned to the JEDD per the attached exhibit A.

Date: March 4, 2019 PETCO REAL ESTATE,
LTD

Owner of Parcel No. 010-018138-01-000; +/- 14.12 acres

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member

Date: MARCH 4, 2019 PETCO REAL ESTATE,
 LTD

Owner of Parcel No. 010-025596-00.000; +/- 0.90 acres

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member

Date: MARCH 4, 2019 PETCO REAL ESTATE,
 LTD, having taken title as

PETCO REAL ESTATE LLC

Owner of Parcel No. 010-021756-00.000; +/- 1.00 acres

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member

Exhibit A

Total Area in the JEDD is 12.50 acres.

PETITION OF PROPERTY OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being the owners of the property identified below located within the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

Additionally, the undersigned property owner(s) stated and represent that there are not business owners within the meaning of R.C. 715.72 located on their property unless there is also provided and a properly executed Petition of Business Owner(s) signed by such owners. Finally, the undersigned agree that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without the agreement of the Township.

Date: _____, 2018

Owner of Parcel No. 010-018264.00-001; +/- 149.69 acres

By: _____

Print Name: _____

Title: _____

Date: 11/29, 2018

Warner Farms Development, Ltd
Owner of Parcel No. 010-018132.00-000; +/- 133.99 acres

By: J. Anthony King

Print Name: J. ANTHONY KING

Title: TRUSTEE

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

PETITION OF BUSINESS OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being the owners of business(es), operating with the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City. The undersigned further agrees that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without agreement of the Township.

Date: _____, 2018

Business operating within Parcel
No. _____; +/- _____ acres

By: _____

Print Name: _____

Title: _____

Date: 11/29, 2018

NONE
Business operating within Parcel
No. 010-018132.00-000; +/- 133.99 acres

By: J. Anthony King

Print Name: J. Anthony King

Title: TRUSTEE

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2019, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and CRG Acquisition, LLC, a Missouri limited liability company, its affiliates, successors, nominees and/or assigns (collectively, “CRG”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with CRG (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (the “JEDD Contract,” substantially in the form attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the JEDD includes the entirety of the Project Site, as well as approximately 13 additional acres located adjacent to the Project Site (the “Retail Project Site”); and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (the “TIF Resolution”, substantially in the form attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the “School District”) has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District’s waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township and CRG are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by CRG in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD for the Project Site Only (Not Including the Retail Project Site) and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the “JEDD Board”) at its first meeting to adopt a resolution to levy an income tax at a rate of two percent (2.0%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2.0%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2.0%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking School District Payment (“SWLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount totaling no less than five percent (5%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 25% of the Gross Revenue. The SWLSD Payment shall be due for a period of not less than 30 years.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to fifteen percent (15%) of the Net Revenue; (2) to the Board Improvement Account, an amount equal to twenty percent (20%) of the Net Revenue; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for the CRG Project Area for 30 years, and ten percent (10%) of the Net Revenue thereafter, and for the Petco Retail Project Area five percent (5%) of the Net Revenue for 30 years; (4) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue for 30 years; (5) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.3. of the JEDD 4 Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the County, C-Tec, TID and the SWLSD Payment pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. CRG agrees to expend up to \$5,200,000 to construct or cause to be constructed, or to contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)) that are within the JEDD, that are contiguous to the JEDD, or that benefit

the JEDD. From revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with CRG and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – CRG for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by CRG or its designees in accordance with this subsection 2.E. CRG hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account and TIF service payments, and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/CRG Account (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund No. 3 to be created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to make public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)) that directly benefit the parcels comprising the JEDD, including but not limited to public infrastructure improvements to be constructed by CRG in accordance with this subsection 2.E.

b. The parties hereto agree that with respect to the amounts to be paid to CRG by the JEDD Board from amounts deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township, from revenue generated by the Retail Project Site, or others) (the “Net BIA Deposit”), the reimbursement paid to CRG for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 500,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until CRG is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. CRG shall receive as a reimbursement from the Township a sum equal to 60% of the amount deposited into the TIF Account until CRG is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

c. Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by CRG, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the JEDD Improvements Account, provided that all such improvements must be made within the Township.

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may

be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any property from the JEDD without the prior written consent of CRG, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement to CRG, its successors and/or assigns as described in Section 2(E)(b) hereof.

3. Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or CRG in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract; provided, however, this section shall not prohibit CRG from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. CRG Agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by CRG to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion.

D. The Developer agrees to pay the Township, or the appropriate established fund for the development of a Township park or other recreational or beneficial use by Etna Township, the amount of \$10,000.00 per year for a maximum of 50 years, commencing 12 months after the issuance of the first Certificate of Occupancy at the Project site. Alternatively, at the election of the Township, the Developer agrees to file a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project site, which Petition would provide for such payment. Further, provided that the Township and Developer can agree upon additional terms acceptable to both, then such terms shall also be added to and provided for in the establishment of such NCA.

4. Cooperation by Property Owner

A. CRG agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. CRG agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. CRG agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that CRG cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by CRG to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the “Key Agreements”): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and CRG, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party

seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:
Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:
John Albers, Esq.
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to CRG, to:

Terry Barnes
Vice President - Development
CRG
2199 Innerbelt
Business Center Drive
St. Louis, MO 63114

With copies to:

Sarah Davis, Esq.
Associate General Counsel, Project Strategy and Implementation
CRG
2199 Innerbelt
Business Center Drive
St. Louis, MO 63114

And to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Township Attorney, Etna Township,
Ohio

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

CRG ACQUISITION, LLC, a Missouri limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of CRG Acquisition, LLC, a Missouri limited liability company, on behalf of the limited liability company.

Notary Public

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Licking County, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Licking County Fiscal Officer

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Exhibit A to DC Agreement

Form of CRA Agreement

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

Exhibit B to DC Agreement

Form of JEDD Contract

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

Exhibit C to DC Agreement

Form of TIF Resolution

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

tabbles®

A

Attachment: Exhibits as Approved on May 7 (Amend 112-18 JEDD 4)



JOB NUMBER CL0003	1	THE CUBES @ ETNA 70 JEDD EXHIBIT	HULL Environment / Energy / Infrastructure	NO.	PLAN/ISSUE/REVISION	DATE	DRAWN AST	CHECKED AES	DATE 02/06/2019	0 150 300 HORIZONTAL SCALE IN FEET	

Exhibit B

Etna-Reynoldsburg Joint Economic Development District #4
 JEDD 4 Area- The CRG Project Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
Warner Farms Development Ltd.	Hazeltan-Etna Rd., Etna, Ohio 43062	A portion of 010-018132-00.000	128.90			

Exhibit B-1
Etna-Reynoldsburg Joint Economic Development District #4
JEDD 4 Area- The Petco Project Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
Petco Real Estate, Ltd.	10271 Hazelton-Etna Rd., Etna, Ohio 43062	A portion of 010-018138-01.000	14.12 (10.6)			
Petco Real Estate, Ltd.	10287 Hazelton-Etna Rd., Etna, Ohio 43062	010-025596-00.000	0.9021			
Petco Real Estate, LLC	10353 Hazelton-Etna Rd., Etna, Ohio 43062	010-021756-00.000	1.00			
Warner Farms Development Ltd.	Hazelton-Etna Rd., Etna, Ohio 43062	A portion of 010-018132-00.000	4.4 +/-			

Exhibit "C"

**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT – 4**

Attachment: Exhibits as Approved on May 7 (Amend 112-18 JEDD 4)

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**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2019, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions. Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. Officers; Election Procedure. The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. Duties of Officers.

1. Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by

the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before _____, at which time the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- E. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.

- F. Powers and Duties.

1. Prior to November 15 in each Fiscal Year, the Board of Directors shall

adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District

and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall

and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news

media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such

notifications were given or unsuccessfully attempted to be given.

- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings. All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds. The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that

may be under the custody of the Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments. These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition. In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on the _____ day of _____, 2019.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4

Secretary

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 2019****Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)**

JEDD 4

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2019, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 4 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 145.80 +/- acres depicted in Exhibit A and more particularly described in Exhibits B and B-1, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A, B and B-1 to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD 4 Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this

Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"SWLSD" means the Southwest Licking Local School District,

"SWLSD Payment" means the amount described in Sections 4.2.1.1. and 4.3 hereof,

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 4.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibits “B” and “B-1” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also

acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, and 3, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" and "B-1" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" and "B-1" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A", "B" and "B-1"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8. The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within the JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within the JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive potable water services

from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with the City without the consent of the Township .

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the

City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City or Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, or for any other costs incurred by either the City or Township, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1. Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases”. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, these officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings shall be held at the offices of the Township. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements which benefit the District or the Township. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide

that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, paid in the following order of priority:

4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3.

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long-term maintenance of the District, in the amount of five percent (5%) of the Gross Revenue.

4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost.

4.2.2. From the Net Revenue:

4.2.2.1. Fifteen percent (15%) to the City of Reynoldsburg;

4.2.2.2. Twenty percent (20%) to the Board Improvement Account;

4.2.2.3. Five percent (5%) to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 4 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.

4.2.2.4. Five percent (5%) to the Career and Technology Centers of Licking County (“C-Tech”) during the first thirty (30) years from the effective date of this Contract, then said five percent (5%) payment to C-Tech shall cease and terminate and such percentage shall revert to and be added to the sum paid to the Township under Section 4.2.2.6. hereof;

4.2.2.5. The County Payment

4.2.2.5.1. The CRG Project - During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the CRG Project Area only. Thereafter, upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall be ten percent (10%) of the Net Revenue.

4.2.2.5.2. The Petco Project (Retail Only- No CRA tax abatement applicable. Includes a portion of the CRG Project Area as set forth on Exhibit A and B-1 being 4.4 +/- acres) – During the first thirty (30) years from the effective date of this Contract, five percent (5%)

to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the Petco Project Area only. Upon expiration of thirty (30) years, then said five percent (5%) payment to the Licking County Commissioners shall cease and terminate and such percentage shall revert to and be added to the sum paid to the Township under Section 4.2.2.6.

4.2.2.6. To the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.5.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 4 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment

4.3.1. The CRG Project - The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3.1., to twenty-five percent (25%) of the Gross Revenue derived from the levy of the income tax provided for herein on the CRG Project Area only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30)

years thereafter. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.

4.3.2. The Petco Project (Retail Only- No CRA tax abatement applicable. Includes a portion of the CRG Project Area as set forth on Exhibit A and B-1 being 4.4 +/- acres) - The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3.2., to five percent (5%) of the Gross Revenue derived from the levy of the income tax provided for herein on the Petco Project Area only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30) years thereafter, provided, however, that such payment shall not exceed the duration of the term of any Tax Increment Financing (TIF) implemented by the Township on the Petco Project Area. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney’s fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced

Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

in Section 6.6 hereof shall remain in full force and effect. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided proportionately between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the

purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect, Opt-Out. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and the Developers, CRG Acquisitions, LLC, Petco Real Estate, LTD., and Petco Real Estate, LLC, its affiliates, successors, nominees and/or assigns (collectively, the “Developers”), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

Service Department**Kallie Gwilliams****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6840 Phone****ORDINANCE REQUEST**

DATE: **June 10, 2019**

TO: **Public Service and Transportation Committee**

RE: **Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency.**

Approval:

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

Emergency/Suspension: Emergency

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

Invoice received well in advance of recycling carts being delivered

Authorization of Payment for Recycling Carts to Best Equipment Company, and declaring an emergency

Payment to Best Equipment for recycling carts in the amount of \$7,923.50

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 7923.50 has been
appropriated and was available in the treasury at the date of purchase 4-6-2019
and is still available as of 5-30-2019 for the following purchase:

Purchase Order # <u>2019-1248</u>	Date of Invoice <u>4-6-2019</u>
Vendor <u>Best Equipment Co</u>	Description <u>Recycling Carts</u>
Invoice # <u>SI 192908</u>	Account # <u>750.738.5315</u>

Stephen M. Ciolek
City Auditor

5-30-19
Date

Attachment: Best Equipment (Recycling Carts Then and Now)

ORDINANCE NO. 64-19PASSED: May 28, 2019

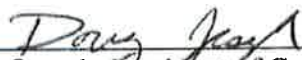
ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

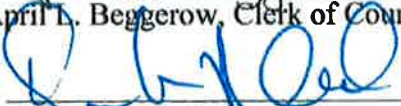
SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from ~~Toter, 841 Meacham Road, Statesville, NC, 28677~~ Best Equipment Co., Inc. 5550 Poindexter Drive Indianapolis, IN, 46235, fifty (50) 32 gallon and one hundred fifty (150) 64 gallon recycling carts for a total price of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50).

SECTION 2. That to fund the purchase referred to in Section 1, an amount of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50) from the unappropriated Solid Waste Fund (750) be and is hereby appropriated to account number 750.738.5315 Private Hauler Contract.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to correct the vendor listed in Ordinance 56-19 and allow payment to the correct vendor; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


 Doug Joseph, President of Council

ATTEST: 
 April L. Beggerow, Clerk of Council

APPROVED: 
 Bradley L. McCloud, Mayor

DATE 5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 64-19 as passed by Council of said City on the 28th day of May, 2019, and as recorded in the Record of Proceedings of said Council.


 April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: Best Equipment (Recycling Carts Then and Now)

Ship To

City of Reynoldsburg-Service Safety Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Service Safety Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order

No. 2019-00001248

DATE 05/30/2019

VENDOR 1311 - BEST EQUIPMENT CO., INC

Contact

BEST EQUIPMENT CO., INC
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN 46235-9041



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

ORIGINATOR: Kalle Gwilliams

REFERENCE #64-19

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Private Hauler Contract - Community recycling carts 750.738.5315 - Private Hauler Contract 7,923.50	7,923.5000	\$7,923.50
4-6-19		51192908		\$7923.50
APPROVED FOR PAYMENT ACCOUNT # <u>750.738.5315</u> DIRECTOR <u>[Signature]</u> DATE <u>5/30/19</u>				
TOTAL DUE				\$7,923.50

Attachment: Best Equipment (Recycling Carts Then and Now)

AUDITOR'S CERTIFICATE

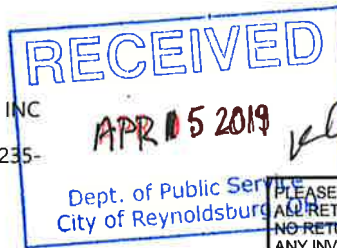
I certify that funds for the above encumbrance have been
appropriated and are in the treasury free from any obligation.

Stephen M. Ciolek

Special Instructions



Remit To:
BEST EQUIPMENT CO., INC
5550 POINDEXTER DR
INDIANAPOLIS, IN 46235



9.b.a

INVOICE

Page 1 of 1

Invoice Number: S1192908
Invoice Date: 4/6/2019

PLEASE INSPECT PROMPTLY.
ALL RETURNS SUBJECT TO A 25% RESTOCKING FEE & FREIGHT CHARGES
NO RETURNS ON ELECTRICAL ITEMS.
ANY INVOICE PAID AFTER THE INVOICE DUE DATE IS SUBJECT TO A
MONTHLY FINANCE CHARGE OF 1.5% (ANNUAL RATE OF 18%)

EXPERTS IN MUNICIPAL AND CONTRACTOR ENVIRONMENTAL SOLUTIONS SINCE 1917

Bill
To: CITY OF REYNOLDSBURG
STREET BARN
7806 E. MAIN STREET
REYNOLDSBURG, OH 43068

Ship
To: CITY OF REYNOLDSBURG
STREET BARN
7806 E. MAIN STREET
REYNOLDSBURG, OH 43068

Ship Via		Customer ID	REYNOLDSBURG
Ship Date	4/9/2019	P.O. Number	
Due Date	5/6/2019	P.O. Date	4/9/2019
Terms	NET 30 DAYS	Our Order No.	
		SalesPerson	P.J. JOHNSON

Item/Description	Unit	Quantity	Unit Price	Total Price
TO79264-BLUESTONE-NA 64 GA EVR II BLUESTONE CARTS WITH BLUE LIDS	EACH	150	40.42	6,063.00
TO79232-BLUE 32 GALLON EVR II BLUESTONE CARTS WITH BLUE LIDS	EACH	50	37.21	1,860.50

Amount Subject to Sales Tax USD 0
Amount Exempt from Sales Tax 7,923.50

Subtotal: 7,923.50
Invoice Discount: 0.00
Tax: 0.00

Total USD: 7,923.50

WWW.BESTEQUIPMENTCO.COM

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

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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	2 <u>4</u>	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
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(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

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Public Safety, Law and Courts Committee****RE: Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List.**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Statement of Necessity: Equipment no longer meets the needs of the city.

Permission to remove the following items from the police departments fixed asset list:

site.	FA2697	Police Vehicle 252	Will go on the auction
site.	FA1921	Police Vehicle 259	Will go on the auction
	FA1545	Video Surveillance System	No longer operational.
	FA1833	LCD Projector w/case	No longer operational.
	FA1821	Ultrasonic weapon cleaner	No longer operational.
	FA1637	LCD Projector	No longer operational.
	FA1074	Ballistic Protection	Expired.
	FA2016	Sofa	Contaminated.
1FTRW14W67FB17289	FA2796	2007 F150 Truck	Vin#

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone**

operational. Vehicle is no longer

Remove the following fixed assets from the Computer Systems Department:

Computel PC	Red tag: 01609
Dell Precision T3500	SN: 9T481R1
American Dynamics server	SN: 104301701249
TCR Systems PC	This PC did not have a red tag, Sn, or any name to identify it
Dell Dimension 2400	SN: 38F1Q51
Toshiba PC	SN: 30133075A

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: June 10, 2019**TO: Public Safety, Law and Courts Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED
GENERAL FUND TO ACCOUNT 110.111.5207 (Law Enforcement
Account) FOR DONATED MONIES RECEIVED.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Requesting to have \$100.00 appropriated to the Law Enforcement account for money that was donated to the K9 Unit.



**City of Reynoldsburg
Department of Public Safety
Division of Police**

City of Reynoldsburg
7232 E. Main Street
REYNOLDSBURG, OH 43068

Date: 04/09/2019
Receipt: 2019-00014631
Received From: cash

INTER-OFFICE COMMUN

POL 014	100.00
cash donation	
Receipt Total	100.00
Total Cash	100.00
Total Remitted	100.00
Total Received	100.00

Date: April 5, 2019

To: Joni Crawford

From: Chief David Plesich

Subject: K-9 Donation

Handwritten signature: M. M. 178

Please credit the general fund in the amount of \$100.00 (cash) for the K-9 unit. We will process a legislative request to have the money appropriated to the 110.111.5207, Law Enforcement account. Thanks.

Attachment: ID2420 K9 Receipt (Appropriation of Donated Funds)

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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FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

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
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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

Other Grants or Aid

Total Intergovernmental Revenues

	12,722	12,895	158,492	30,041	31,329	15,743	2,924	35,000	5,000
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

Fines, Licenses, and Permits

Miscellaneous - Interest

Other Financing Sources:

Proceeds from Sale of Debt

Transfers

Advances

Other sources

TOTAL REVENUE

	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

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	
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									

Attachment: 20190517135648725 (2020 Tax Budget)

<u>DESCRIPTION</u>	<u>For 2012 Actual</u>	<u>For 2013 Actual</u>	<u>For 2014 Actual</u>	<u>For 2015 Actual</u>	<u>For 2016 Actual</u>	<u>For 2017 Actual</u>	<u>For 2018 Actual</u>	<u>For 2019 Estimate</u>	<u>For 2020 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	Estimated	Estimated	Total	2020 Encumbrances and Expenditures			Estimated
All Funds Not Reported on Exhibits I or II	Unencumbered	Receipts	Available For	Personal			Unencumbered
	Fund Balance	2020	Expenditures	Services	Other	Total	Fund Balance
	01/01/20						12/31/20
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 NOTES

Authority for
Levy Outside
10 Mill Limit

Date of
Issue

Date
Due

Ordinance/
Resolution

Serial
or Term

Rate of
Interest

Amounts of Bonds
& Notes Outstanding
as of 1/1/2020

Amount Required
for Principal and
Interest 2020

Source 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

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: June 10, 2019****TO: Development, Parks and Recreation Committee****RE: Ordinance Appropriating Funds from Unappropriated General Fund
to an Account in the Parks & Recreation Department**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Requesting sponsorship monies be appropriated into the following accounts:

Tomato Festival Sponsorship:

Service Supply LTD	\$1,000	110.344.5339
Gilbane Building Co.	\$2,500	110.344.5339
CT Consultants	\$2,500	110.344.5339
YMCA	\$ 250	110.344.5339
Brian's Automotive	\$ 250	110.344.5339
Rey Visitors Bureau	\$1,500	110.344.5339
Fairfield National Bank	\$1,000	110.344.5339
Marabar Garden Club	\$ 250	110.340.5213
Kim Ranney Photo	\$1,240	110.340.5215

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone**

Amended on 5/28/2019 as additional sponsorship monies have been received. Please appropriate into the following accounts within the Parks and Recreation Department:

Heartland Bank	\$4,000	110.344.5339 (Tomato Fest & Comm Events)
Sleep Number	\$ 300	110.340.5215 (Superhero Baseball)
Sleep Number	\$ 500	110.344.5339 (Comm Events)

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

ORDINANCE REQUEST

DATE: June 10, 2019

TO: Development, Parks and Recreation Committee

RE: Designating the Reynoldsburg Community Improvement Corporation as an Agency of the City Under Ohio Revised Code Section 1724.10 and Authorizing the Execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development.

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak
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This Ordinance is to replace create a Reynoldsburg Community Improvement Corporation, which will be known as the Reynoldsburg Development Alliance. This CIC will serve as an extension of the Development Department, and help with Land-Use Planning, Business Retention, Land Banking, and Community Improvement Projects.

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

ORDINANCE ____-19

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT.

WHEREAS, the Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, pursuant to Chapter 1724, Ohio Revised Code as it may hereinafter be amended (herein called the “Act”), there has been formed a corporation known as “Reynoldsburg Community Improvement Corporation”, a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio; and

WHEREAS, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of said corporation; and

WHEREAS, it is hereby found and determined that the policy of this City is to promote the health, safety, morals and general welfare of its inhabitants through the designation by resolution of a community improvement corporation as the agency of the City for industrial, commercial, distribution and research development in the City; and

WHEREAS, any political subdivision which has designated a community improvement corporation as such agency may enter into an agreement with said corporation to provide any one or more services specified by Chapter 1724, Ohio Revised Code; and

WHEREAS, this Council has determined that it would be in the best interests of the City to approve and authorize the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the “*Agreement and Plan*”), all pursuant to Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Franklin, Fairfield and Licking Counties, Ohio, that:

Section 1. Designation of the Reynoldsburg Community Improvement Corporation. The Reynoldsburg Community Improvement Corporation is hereby designated as the agency of the City, for the industrial, commercial, distribution and research development of the City of Reynoldsburg, Ohio. The Mayor and Barth R. Cotner, At-Large Member of this Council, are hereby appointed to represent the City as members of the Board of Directors of the Reynoldsburg Community Improvement Corporation.

Section 2. Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between this City and the Reynoldsburg Community Improvement Corporation, in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the Mayor and City Auditor. The Mayor and City Auditor, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 3. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this

Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4. Effective Date. This ordinance is declared to be in full force and effect from and after the earliest period allowed by law.

Passed: _____, 2019

Attest:	_____	_____
	Clerk of Council	President of Council
	April Beggerow	Doug Joseph

Approved:	_____	Date: _____, 2019
	Mayor	
	Brad McCloud	

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-19 as passed by Council of said City on the ____ day of _____, 2019 and as recorded in the Record of Proceedings of said Council.

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2019	Published: _____, 2019
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AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the “*Agreement*”), is being entered into as of the _____ day of _____, 2019, by and between the CITY OF REYNOLDSBURG, OHIO (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*State*”), and the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION (the “*CIC*”), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Ordinance No. _____-19 adopted on _____, 2019 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the Mayor and the City Auditor of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. _____ adopted on _____, 2019, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the “*Plan*”), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.

- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a “*Development Project*”.

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the Mayor (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation (“*Employer*”) which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct

or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve,

maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Franklin, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this

Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION

By: _____
President

Attest: _____
Secretary

CITY OF REYNOLDSBURG, OHIO

By: _____
Mayor

Attest: _____
City Auditor

Approved as to form and correctness:

Director of Law

Attachment: Agreement and Plan between City and CIC (Reynoldsburg Development Alliance (Community Improvement Incorporation))