



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

CITY COUNCIL

Committee Meetings Regular Council Meeting

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

April Beggerow
614-322-6836

Monday, May 13, 2019

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- a. City Council – Regular Meeting – April 22, 2019

4. APPROVAL OF AGENDA

5. COMMUNITY COMMENTS AND REQUESTS

6. COMMUNICATIONS

7. REPORTS

8. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRIATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY. (First Reading 4/22/2019).
--- Clemens. Public Safety, Law and Courts Committee.

- b. ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. (First Reading 4/22/2019). --- Luzader. Public Service and Transportation Committee.
- c. 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. (First Reading 4/22/2019). --- Luzader. Public Service and Transportation Committee.

9. LEGISLATION FOR FIRST READING

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

- e. 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.
- f. 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.

10. LEGISLATION FOR SECOND READING

- a. 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. (First Reading 4/22/2019). --- Cotner. Finance and Administration Committee.
- b. 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. (First Reading 4/22/2019). --- Cotner. Finance and Administration Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
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President of Council Doug Joseph called the meeting to order at 8:13 PM

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

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – April 8, 2019

RESULT:	ACCEPTED
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Approval of Agenda

Agenda stands approved.

7b add Diane Cole Franklin Cole Board of Elections

7c Stephen White with COSI

All voted in favor by voice

Community Comments and Requests
Communications

CLERK OF COURT REPORT

The Clerk of Council read the Clerk of Court report into the minutes.

Reports

THE FIRST QUARTER REPORT AND GOALS UPDATE PD

Officer Joseph Danzey was name the 2018 Officer of the Year

Officer Jackson was chosen for the 2018 Mayor's Award winner

Chief Plesich explains the monthly Illumination Meetings that are the monthly community outreach

Full time Officer hired

Officer John Bock and Sergeant Dave Bauchmoyer Retired from the Division of Police

Revamped of the promotional material for the sergeants test and the test was conducted in the first quarter of the year

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Security Camera registration program launched and received media attention from all three local news stations. Citizen are able to register their cameras and the Police Department is able to contact those citizens to see if they have captured evidence on their own camera systems.

Clerk was hired

Completed the 2018 Annual Report, which has been placed on the website. A 5 year strategic plan has been constructed and published to the website.

Traffic crashed were slightly down for the first quarter from last year

Speed citations and traffic citations rose from the previous year

Driven under suspension citation were down

Drunk driving arrest were almost double from the previous year

1 homicide in the City

0 fatal drug overdoses thus far in 2019

Ms. Bryant questioned the man power of the police department, the Reynoldsburg Division of Police currently has 62 full time officers on the force. Interviews are taking place now for the police department for full time officer position and there is hope to hire four from the current list. Spots are reserved at the Columbus Police Academy for any officers hired that need to attend the academy for training, the academy beings in June. The police department has a lateral candidate as well they are hoping to hire, this would bring the full time man power to 67 police officers.

Mr. Cotner thanked Police Chief Plesich and praised the quarterly reports for keeping the community updated as to what is going on the City. Mr. Cotner asked the Chief if there are any concerns from the report of if anything stands out as being encouraging. Chief Plesich replied that the news is encouraging. A current candidate for Police Officer currently communicated that Reynoldsburg is that place to go to be a Police Officer.

Mr. Joseph questioned if there was a specific area where the increased speeding citations came from. Chief Plesich explained a lot of them are coming from Main Street and the enforcement in the area is higher this year as they were able to have to motorcycle officers patrolling the area as opposed to the previous there was primarily one. Speed is probably the biggest complaint, there is a plan in place to address this issue. There have been some issues to have a third motorcycle officer patrolling but he has to pass the final test in order to do so. The hope if to have four motorcycle officers.

Mr. Baker questioned if the drug offenses were mostly misdemeanors and that was confirmed by Chief Plesich. The Special Investigative Unit is function although they are short on man power.

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They did execute a few search warrants and ceased over \$20,000.00 in illegal drugs and over \$7,000.00 in cash. Another spot will be filled in the SIU now that the contract has been settled. Both K9s are currently in training as well. Mr. Baker also asked if there was a GIS map that would show the concentration of where the drug crimes were committed. Chief Plesich explained that this is a matter that is being worked on for not only the police officers but to the public.

Chief Plesich informed Ms. Bryant that the K9 training was on schedule.

BOARD OF ELECTIONS PRESENTATION- DIANN COLE

Diane Cole from the Franklin County Board of Elections gave a presentation to the Council and the public regarding the new voting machines. Mark Verify Vote is the Boards new slogan. Now when voting you can mark your selections by card or paper ballot. You can look at your ballot and verify it and then place your vote in the actual counter. The Franklin County Board of Elections is always look for poll workers. These are paid positions with training, about \$148.00 can bear earned on election day.

The system that Franklin County purchased was twelve million dollars. The state funded ten million and the county funded two million. This is a hybrid system. They can vote and see their selections, and put them in a counter. You are also able to vote by paper and pen. Voting by machine will have the same check in process but now a new marker is used. The marker comes back out of the machine and you are able to see your voting selections before they are counted.

The hopeful benefits of this system are the reduction of long lines and the ability to verify your voting selections and correct any many mistakes. If and error was made, you have three chances to correct it.

The new hybrid machines are not connected to an internet source or to each other. They are securely stored and encrypted. Secure USB stick are in all of the new pieced of equipment and locked and sealed for storage.

There are three new pieced of equipment in total. The ballot marker. This is a table top unit. They are handicap accessible. Each marker has an ADA pad for those needing an audio ballot along with a headphone jack. The kiosk is the same thing as the ballot marker but its on its own stand and it does allow the voter to accomplish all tasks in one place. The ballot counter is the final piece of new equipment. Paper ballots and ballot markers can both be counted in these machines.

The Board of Elections took the time to discuss in great detail with different advocacy groups what was needed for American with disabilities when choosing a company for the new equipment.

The touch screen menu on the voting machines are similar technology to those of our phones and the each race will be on one page and able to zoom in and out and change the contrast of the screen to accommodate any issues.

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Ballot counters will be placed near the exits assigned with a poll worker.

The ballot cards are new and they will be blank, your authority voting card will be scanned to eliminate error.

You may apply online to be a poll worker. Requirements are a registered voter of Franklin County who does not have any felonies on their record. Mr. Luzader shared his experience as a poll worker, which he has enjoyed doing for the past seven years.

Mr. Baker questioned the ability to do a paper vote or electronic and if there was an equal amount of paper voting stations or electronic. They have the same amount of space for paper voting as well as the security and privacy established for paper voting. The Board of Elections has completed a diagram for each voting location for the poll workers to know exactly how to set up each location.

Absentee ballots are the same as the paper ballots received at the polling locations.

Licking County is using the same voting system as Franklin. Fairfield has the same counter machines.

Stephen White- COSI

Mr. Stephen White from COSI Vice President of External Affairs. COSI is working on a new way of engaging the community in STEM (science, technology, energy and math). COSI mission is to be the best partner in engaging the community in science. COSI is partnering with the City of Reynoldsburg for the upcoming COSI Science Festival May 1 - May 4. This is one of the largest science events in Ohio history. 12 other communities across Franklin County will be involved.

The first 3 days will consist of science events within the community where people live, learn and lounge. The goal is to expose the community to fun science to engage in the possibility of diverse career paths for the future.

List of Events:

Wednesday - How to Plant a Pollinator Garden in your Home and be a Naturalist

Thursday - Be a Scientist with COSI - Reynoldsburg Branch Library

Friday - City Wide Star Party - Blacklick Woods Metro Park

Free COSI on Wheels program at Reynoldsburg City Schools

Free Interactive Video Conferencing

Students will be able to interact with scientist, astronauts and Jeni Bauer of Jeni's Ice Cream to learn about the science of ice cream.

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The final day of the festival is called The Big Science Celebration, takes place Saturday May 4th. A free public event surrounding the exterior of COSI with over 140 hands of learning exhibits.

NASA official partner for the festival and for the first time ever all ten NASA centers will be at the event. Citizens will be able to engage with the rovers that were on Mars and aerospace aviation opportunities.

City of Reynoldsburg citizen Grant Boon will be one of the festivals grand marshals. Grant Boon is an Eagle Scout and selected by the City of Reynoldsburg for his Eagle Scout project that focused on water quality in Blacklick Creek. Grant will be joining other grand marshals from around central Ohio. COSI is looking to inspire other community members by the great work these grand marshals have already done within their own communities.

Mr. White thanked Mayor McCloud and Parks and Recreation Director Ms. Donna Bauman for their hard work in the STEM programs and leadership roles they have taken in the festival.

Motions

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY CONFIRM THE RE-APPOINTMENT OF ROBERT LINDER TO SERVE ON THE BOARD OF ZONING & BUILDING APPEALS WITH A TERM BEGINNING MARCH 25, 2019 AND ENDING MARCH, 2020. --- 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

SPECIAL EXCEPTION USE PERMIT HEARING

48-19

RESOLUTION APPROVING/DENYING SPECIAL EXCEPTION USE PERMIT #2019-5023; 610 N. LANCASTER AVENUE; APPLICANT, MIKE DAUBENMIRE

Mr. Daubenmire: Good evening I am Mike Daubenmire I am with Fortune Wireless and I sure do appreciate you guys considering my special exception request for the construction of a 120 foot wireless monopole tower. Staff had given us recommendation of approval based on our very thorough application packet which really did a good job on outlining on how we meet all the applicable requirements of the code and then followed by that the BZA also recommended approval, so really all I really want to do is take any questions that anybody on the council may have.

Mr. Clemens: I have a question. Now and the problem is, its not like everybody else. I end up with something like this for tonight you know. When something from special exception comes

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from our committee you know we get the, we get to read what it was about during their committee but really we didn't get anything in the packet or anything that shows what it was. Oh no wait. Now that's my problem because I guess you can get it off the media which I don't have. Really things like this we won't have to worry about maybe 8 months from now I can tell you that because they won't have to deliver these things like this. Now I read it some of it, what I was interested in was what it looked like and the distance it was from the homes and so forth. And that was basically it and of course I still don't know what it looks like and still don't know how far it is away from the home but I will when I read this.

Mr. Daubenmire: I actually do have a copy of the photo simulations that we had done that will give you a somewhat good depiction of what the tower will look like.

Mr. Clemens: Now I suppose other members of Council have this. But I suppose it was on the internet so...

Mr. Daubenmire: And then regarding the how close it is to a home, the zoning code requires we be at least 250 feet away for any residential zoning district or use. We are about 340 feet from the residential district but approximately 361 feet away from the nearest residents. There is another tower within the City which I did find which actually is less than 250 feet. That is approximately I would say about 220 feet away but in our case we do fully meet the zoning code so we were well over the 250 feet.

Mr. Clemens: And the one, and this shows what it's supposed to look like?

Mr. Daubenmire: Yea if you want to look through that, what I did with that is the first page I believe is a map and what that map shows is where I took photos towards our proposed site location. So as you flip through that packet I just handed you, you'll see an existing view so what the current view looks like and then you're going to see a proposed view with the tower simulated into the photo that I took. So it's a monopole tower. They are all over the place. I'm not sure if you're familiar but it's self-supporting. It almost looks like a football stadium light or a light pole is essentially what it would look like.

Mr. Clemens: And the ground area, what will be around it, a fence?

Mr. Daubenmire: Yes sir.

Mr. Clemens: And shrubbery and so forth?

Mr. Daubenmire: Yes sir. Yup, we will have a 50x50 fenced in compound and then we will be putting in I believe evergreens around the compound. I think it's I believe, minimum of four feet height at the time of planting.

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Mr. Clemens: The reason I was interested because this is in one of our main highways that comes into Reynoldsburg. And you know to have something 120 foot high, I want it to at least be something decent that people will see when they come in.

Mr. Daubenmire: Absolutely. Completely understandable. Eco Site is becoming a major tower owner/operator. They take very well care of all of their facilities so to meet the code were going to put the landscaping in which is the evergreen trees around the entire west, north and eastern parts of the compound. In addition there will be limestone on the ground. Some other things we can do, which depends on the community, some people don't mind a wood fence. Certainly if that's something that Council would prefer that we do, we can certainly put a wood fence in as well that will help screen the equipment at the base of the tower which is essentially just an outdoor cabins out there. They are no more than maybe 3x3 and maybe 4 feet high on top of a steel platform. So really its going to be difficult see. You are just going to see the tower though but everything on the base will be screened in.

Mr. Clemens: Basically that's all I was interested in. Like I said I don't have the internet and I didn't know about it but some of the Councilman showed me. And if I had it I wouldn't have had to brought you out here really.

Mr. Daubenmire: Oh no problem, I you know have no problem coming down to Franklin County, I am from Medina County so its not too bad its actually a quite beautiful drive.

Mr. Spalding: I actually had just a couple of quick questions. So how close is it really to the church that's right there? Because its a lot close to the church...

Mr. Daubenmire: To be honest with you I don't recall seeing a church out there, I think that's further south on Lancaster Avenue. Were at 610 Lancaster.

Mr. Spalding: Well your right behind the union hall right? Where this is going to go.

Mr. Daubenmire: Yea, it is a...

Mr. Spalding: Yea the church is right next to it its a car wash and then there is a church.

Mr. Daubenmire: Oh that is a church, ok. I do apologize.

Mr. Spalding: Cant miss the church.

Mr. Daubenmire: I would say from the church itself, let me see where we are from that property line.

Mr. Spalding: Its not very far ok, we'll just agree to that. Its not very far. Alright, now as its back away cause its like well there is just some trees there. Well concern is on the other side of those trees is Rodebaugh Park. There is a park there. So you know were making all of these distances

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about how far away it is from houses and that's great but we put it right on top of a church, we put it real close to a union hall and real close to a park. You know, maybe that's all ok but it kind of disturbs me a bit that that could be a potential issue.

Mr. Daubenmire: Understood and we are actually 128 feet from the church property its self. As far as the union hall, we have a lease with them so this is something that they want, they you know, once it goes up they are going to have a monthly income so of course they are sold on it. We are approximately 398 feet from the park property, that would be the southern part of the park property near the creek, I would say so were probably, I think its safe to assume were over 300 feet away from the park property its self at the shortest point to the tower. The code does require that we are, I believe it is 40% of the tower height or 50 feet, which ever is greater from all adjacent property lines. In this case it is 50 feet so we do meet that requirement as well.

Mr. Spalding: Ok, alright.

Mr. Luzader: And I don't really have any concerns per se because I have seen these types of towers here and there and I know there is even a couple of them that are pretty close to this exact same thing on City property. One question I had just since your here. Do you foresee attaching any other entities to this tower in the future.

Mr. Daubenmire: Yes that would be the idea. The code does require that we design the tower for a minimum of three wireless carriers. Reason why Cities do that is because they want to limit the number of towers needed in the area. Eco Site is a tower company, they are in the business of making money. The only way they are going to make money is if they get other carriers, initially it will be t mobile down the road, they would hope probably that a Verizon or a AT&T would co-locate on the tower as well.

Mr. Joseph: My original plan was to hold this for 3 weeks for review but I want to know if all the concerns have been answered, whether there is any option to moving it forward tonight? Ok, if that's the case is there a motion to approve this special exception use permit.

RESULT:	ADOPTED [4 TO 2]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Skinner
NAYS:	Baker, Bryant
ABSTAIN:	Clemens

LEGISLATION FOR EMERGENCY ADOPTION

49-19

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ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE PARKS & RECREATION DEPARTMENT'S FIXED ASSET LIST; AND DECLARING AN EMERGENCY. --- Spalding. Development, Parks and Recreation Committee.

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

50-19

ORDINANCE AUTHORIZING MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE REYNOLDSBURG CITY SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER AGREEMENT; AND DECLARING AN EMERGENCY. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Skinner
NAYS:	Bryant

LEGISLATION FOR FIRST READING

ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/13/2019 7:31 PM
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ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/13/2019 7:32 PM
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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. --- Luzader. Public Service and Transportation Committee.

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RESULT: **REFERRED TO COMMITTEE** **Next: 5/13/2019 7:32 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 5/13/2019 7:33 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 5/13/2019 7:33 PM**

LEGISLATION FOR THIRD READING

51-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GUIDE STUDIO FOR MARKETING AND BRANDING SERVICES. --- Spalding. Development, Parks and Recreation Committee.

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

52-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR JFK PARK IMPROVEMENTS AND APPROPRIATING FUNDS THEREFORE. --- Spalding. Development, Parks and Recreation Committee.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

53-19

ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 FORD TRANSIT T-250 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT. --- Clemens. Public Safety, Law and Courts Committee.

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

54-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH PYROTECNICO FOR THE 2019 FIREWORKS DISPLAY. --- 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

55-19

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Motion to amend by Councilman Luzader, Second by Councilman Clemens, The Clerk called the roll:

Baker: Aye

Bryant: Aye

Skinner: Aye

Luzader: Aye

Spalding: Aye

Clemens: Aye

Cotner: Aye

Minutes Acceptance: Minutes of Apr 22, 2019 7:35 PM (Approval of Minutes)

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Motion carried. Legislation amended to read: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS AND APPROPRIATING FUNDS THEREFOR.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

56-19

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Motion to amend by Councilman Luzader, Second by Councilman Spalding, The Clerk called the roll:

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

Motion carried. Legislation amended to read: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS AND APPROPRIATING FUNDS THEREFOR.

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

Executive Session to Discuss Collective Bargaining Matters

Motion to enter into Executive Session to discuss Collective Bargaining Matters by Councilman Luzader, Second by: Councilman Baker

Baker: Aye
Bryant: Aye
Skinner: Aye
Luzader: Aye
Spalding: Aye
Clemens: Aye

Minutes Acceptance: Minutes of Apr 22, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Cotner: Aye

Present in Executive Session: All elected officials, Clerk of Council, Human Resources Director, Chief of Police and Labor Council Marc Fishel.

Adjournment

Council reconvened for the purpose of adjournment.

Present were:

Councilman Baker

Councilwoman Bryant

Councilman Skinner

Councilman Luzader

Councilman Spalding

Councilman Clemens

Councilman Cotner

President of Council Joseph

Council adjourned at 9:22p.m.

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Apr 22, 2019 7:35 PM (Approval of Minutes)

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

DATE: May 13, 2019

TO: Public Safety, Law and Courts Committee

RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY.

Approval:

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

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: Price is only guaranteed for 30 days.

AMEND TO REDRAFT DATE OF 5/13/2013:

NEW TITLE:

ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY.

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

Requesting money from account 110.595.5361 (maintenance) in the amount of \$3,382.50 be appropriated to account 110.595.5639. In addition, we are asking for the remaining \$3,382.50 be appropriated from account 110.111.5639 (Police) to account 110.595.5639. Both the Police Department and the Maintenance Department will utilize the powersport during community events, weather related Incidents, etc.



Joseph Taggart
 three Locations
Lancaster, OH 43130 (740) 654-3456 (800) 243-3033
Grove City, OH 43123 (614) 871-3711 (800) 425-2031
Columbus, OH 43232 (614) 759-9300 (800) 425-2135

100287

DEL. DATE _____
 NAME: The City of Reynoldsburg ADDRESS _____ DATE: _____
 CITY _____ STATE _____ ZIP _____ COUNTY _____ PHONE 614 832 14
 BUSINESS PHONE _____ CELL PHONE _____ EMAIL _____
 YEAR 2018 NEW/USED MAKE Bennche MODEL Cowboy 400s COLOR _____ MILEAGE _____
 STOCK # _____ SERIAL # _____ MOTOR # _____ KEY # _____

(DESCRIPTION OF TRADE IN)

YEAR: _____ MAKE: _____ MODEL: _____
 SERIAL # _____ MILEAGE: _____
 STOCK # _____ COLOR: _____ ACV _____
 PAYOFF OWED TO: _____
 ADDRESS _____
 AMOUNT _____ GOOD 'TIL _____
 AUTHORIZED _____

ACCESSORIES:

SALE PRICE 16500 60

FREIGHT

DEALER CHARGE

FINANCE AND INSURANCE INFORMATION

FINANCED BY _____
 ADDRESS _____
 INSURANCE _____ PHONE _____

WARRANTY INFORMATION

- ☐ NEW VEHICLE WARRANTY AS OUTLINED BY MANUFACTURER ONLY
☐ SOLD LIMITED WARRANTY
☐ SOLD AS IS

NEGATIVE EQUITY:

I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ _____ of negative equity from my trade-in be included in the cash price of the vehicle.

X

EXTENDED SERVICE POLICY

TOTAL VEHICLE & ACCESSORIES

TRADE-IN ALLOWANCE

TOTAL TAXABLE PURCHASE

DOCUMENTARY FEE 250 00TOTAL 16750 00SALES TAX ExemptFILING FEE 15 00

TEMPORARY TAG

TRADE PAYOFF

GRAND TOTAL

RECEIPT _____ DATE _____ DOWN PAYMENT _____

BALANCE TO FINANCE 16765.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALERS AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER, IN THE EVENT THAT ANY SERVICE CONTRACT IS SOLD, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE TERM OF THE SERVICE CONTRACT.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. If this agreement is for a used vehicle see contractual disclosure statement below. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I have the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am at least 18 years old and hereby acknowledge receipt of a copy of this order.

WE'D LIKE TO KNOW

HOW DID YOU HEAR ABOUT ASK?

PURCHASER: _____ FIRST _____ M.I. _____ LAST _____

SALESMAN: # _____ NAME: _____

DEALER _____

(THIS ORDER NOT BINDING UNTIL ACCEPTED BY MAN)

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ASK INC

2 Business name (disregarded entity name, if different from above)
ASK POWERSPORTS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) _____
Note: Check the appropriate box in the line above for the tax classification of the single-member LLC. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
Member to account's maintained copies this (U.S.) _____

5 Address (number, street, and apt. or suite no.) See instructions.
2450 FARK Crescent Dr

6 City, state, and ZIP code
Columbus OH 43232

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN; later.
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

OR
Employer identification number
311-0844574

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting, is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person **[Signature]**
Date **[Date]**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Attachment: ID2392 2019 Bennche Cowboy 400s (Request to Purchase 2019 Bennche Cowboy 400S (Powersports))

2019 Bennche Cowboy 400S



ASK Powersports
2450 Park Crescent Dr.
Columbus, Ohio 43232
(614) 759-9300
askpowersports.com

CUSTOMER

DATE 04/05/2019

PRICE \$6,999.00

SALESPERSON

SIGNATURE

Comments

Utility Style

GENERAL INFORMATION

Manufacturer	Bennche
Model Year	2019
Model Name	Cowboy 400S
Model Code	COWBOY400S
Color	Sapphire
Engine Size	391 cc
MSRP	\$6,999.00

SPECIFICATIONS

BRAKES/WHEELS/TIRES

Brakes	Front / Rear - Dual Ventilated Hydraulic Disc
Tires	Front - 25 x 8-12 Rear - 25 x 10-12

DIMENSIONS

Length	Overall - 103 in.
Height	Overall - 74.5 in.
Width	Overall - 56.5 in.
Weight	Dry - 992 lb.
Ground Clearance	9 in.
Wheelbase	74 in.
Seat Height	34.5 in.

DRIVETRAIN

Transmission	Automatic L-H-N-R-P
Drive System	Shaft Drive, On-Demand 2WD / 4WD, Locking Differential

ELECTRICAL

Battery	12V / 30A
---------	-----------

ENGINE

Engine	Four-Stroke, Single Cylinder
Horsepower	25.8 hp
Displacement	391 cc
Bore x Stroke	82 x 74 mm

Attachment: ID2392 2019 Bennche Cowboy 400s (Request to Purchase 2019 Bennche Cowboy 400S (Powersports))

Compression Ratio	10 : 1
Fuel System	Electronic Fuel Injection (EFI)
Fuel Tank Capacity	4.8 gal.
Ignition	Electronic Control Unit
Cooling	Liquid
Fuel Type	Unleaded

OPERATIONAL

Seating	2
Suspension	Front - Independent A-Arm Rear - Independent Dual A-Arm
Cargo Box Capacity	400 lb. Dimensions - 47 x 34.5 in.
Towing Capacity	1,000 lb.

OTHER

Additional Colors	Sapphire Pearl White Candy Red Camo
Warranty	12 Months Limited

Legal Notice: Manufacturer Name, Logo and Model Information are Registered Trademarks of the Manufacturer. Specifications and other information are subject to change without notice. No representation of accuracy is made. Image is believed to be in the public domain or used with permission.

*Price, if shown, is Manufacturer's Suggested Retail Price (MSRP) and does not include government fees, taxes, dealer vehicle freight/preparation, dealer document preparation charges or any finance charges (if applicable). MSRP and/or final actual sales price will vary depending on options or accessories selected.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: May 13, 2019

TO: Public Service and Transportation Committee

RE: Ordinance Authorizing the Appropriation of \$1,000 from the Unappropriated General Fund to an Account in the Service Department, and Declaring an Emergency.

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: To pay for the T-shirts from the Reynoldsburg Schools and new signage.

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO PAY FOR COSTS ASSOCIATED WITH THE 2019 COMMUNITY CLEAN UP DAY, AND DECLARING AN EMERGENCY

Request that Council appropriate from the unappropriated General Fund \$1,000 to account 110.448.5303 Community Events, and declaring an emergency.

DEPARTMENT OF PUBLIC SERVICE

7232 East Main St.
Reynoldsburg, OH 43068
614 322 6840



MEMORANDUM

TO: Mr. Stephen Cicak, Auditor
CC: Brad McCloud, Mayor
DATE: April 9, 2019
RE: Community Clean Up 2019 Sponsorship

The Service Department has received sponsorships for Community Clean Up Day being held Saturday June 1, 2019. Listed below are checks received:

American Structure Point, Check #127473 in the amount of \$250.00

CT Consultants Check # 97452 in the amount of \$500.00

EMH&T, Check # 195656 in the amount of \$250.00

The Service Director will appropriate these monies through the legislative process.

Thank you.

Kalle Gwilliams

A handwritten signature in dark ink, appearing to read "Kalle Gwilliams".

TRANSFER FUNDS TO
ACCOUNT # 110.448.5303
Community events

Attachment: Contributions (Transfer of Funds)



AMERICAN
STRUCTUREPOINT
INC.

7260 Shadeland Station
Indianapolis, IN 46256-3957
Tel. 317.547.5580

**THE NATIONAL
BANK OF INDIANAPOLIS**
Our City. Your Bank.

20-667-740

DATE

April 4, 2019

8.b.a
127 73

PAY Two Hundred Fifty and 00/100 Dollars

AMOUNT

250.00

TO THE
ORDER
OF

City of Reynoldsburg
Attn: Bill Sampson
7232 East Main Street
Reynoldsburg, OH 43068

VOID AFTER 180 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑈ 127473⑈ ⑆074006674⑆

1192905⑈

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054-8870

Huntington

25-2/440

CHECK DATE

March 11, 2019

PAY Two Hundred Fifty and 00/100 Dollars

TO CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068

AMOUNT 250.00



Sandra C. Doyle Ahern
[Signature]
AUTHORIZED SIGNATURE

⑈00195656⑈ ⑆044000024⑆ 01891452468⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



your trusted advisor
consultants
8150 Sterling Ct.
Mentor, OH 44060

engineers
architects
planners

FIRST NATIONAL BANK
MENTOR, OH 44060
60-1809/433

97452

March 8, 2019

Five Hundred and 00/100 Dollars

**PAY
TO THE
ORDER
OF**

CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068

500.00

[Signature]
AUTHORIZED SIGNATURE

⑈097452⑈ ⑆043318092⑆ 3013037383⑈

Attachment: Contributions (Transfer of Funds)

Security Features Included

Security Features: Details on back

Security Features Included

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

**RE: 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.**

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for field monitoring and testing services on the Reynoldsburg Community Center YMCA in order to meet the completion deadline of 2019.

Geotechnical Consultants, Inc. will provide field monitoring and testing services in accordance with project specifications, the Ohio Building Code Special Inspections Section 1704, and standard construction materials testing. See attached proposal and contract.



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

Construction Materials Engineering and Testing Proposal

February 11, 2019

Mr. Bill Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

e-mail: bsampson@ci.reynoldsburg.oh.us
abowsher@ci.reynoldsburg.oh.us

Reference: City of Reynoldsburg Community Center
1470 Davidson Avenue
Reynoldsburg, Ohio
GCI Project No.: 18-F-22027

Dear Mr. Sampson:

Geotechnical Consultants, Inc. (GCI) is pleased to provide this proposal for continued field monitoring and testing services for the referenced project.

A. PROJECT INFORMATION

The project is currently under construction and consists of constructing a 57,000 square foot Community Center, 13,000 square foot Medical Tenant space, and an outdoor aquatics center. The Community Center will house an indoor pool (natatorium), gymnasium, walking track, fitness areas, program spaces, and associated locker rooms and support facilities. Exterior site improvements include an outdoor pool/spray-ground and sports courts, as well as retaining walls, asphalt paving, and concrete walks.

B. SCOPE OF SERVICES

GCI proposes to continue to provide the following scope of services in accordance with the project specifications, the Ohio Building Code (OBC) Special Inspections Section 1704, and standard construction materials testing. Services will be provided when scheduled by project authorized personnel. Based on our review of the remaining, we understand the scope of the on-call services will be as follows:

1. Sitework Testing

- Observe proofrolling of site subgrades/sub-bases
- Sample fill/backfill material. Prepare and test the samples for moisture density relationship and related soil classifications.
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the fill/backfill/asphalt

2. Masonry Observation and Testing

- Observe and document masonry placement procedures
- Obtain mortar samples and perform mortar cube compressive tests
- Obtain grout samples and perform grout prism compressive tests

3. Concrete Observation and Testing

- Observe and document concrete preparation procedures and reinforcing steel placement
- Sample the fresh concrete, perform slump, air content, concrete temperature, and cast 4" by 8" test specimens during placements
- Perform laboratory compressive tests of concrete test cylinders taken in the field
- Perform floor flatness/levelness testing

4. Structural Steel Observation

- Visual observation of connections, including primary framing members and bolts

5. GCI Project Manager

- Project direction, coordination, report review and supervision of laboratory and field services

Additional Services:

If work beyond the scope listed is requested by the client, GCI will issue a short Supplement to the Agreement form, or Supplemental Cost Estimate, that outlines the additional work to be performed and the associated fees. To authorize these additional services, you must return a signed copy of the Supplement.

Scheduling:

Field testing services will be provided on an as-requested basis when scheduled by an authorized representative. GCI will not be responsible for tests that are not performed due to a failure to schedule. A minimum of 24-hours' notice is recommended to schedule our services, although we will make every attempt to meet the requests in a shorter time frame. The scope of services provided in this proposal does not construe a warranty that GCI intends to perform all required testing and observations required by the contract documents. The proposed scope of services is limited to the items described above. It is our policy to provide field reports electronically in PDF form. In order to control unauthorized use of reports, we will not distribute reports unless authorized by the client (see attached report distribution sheet).

C. COMPENSATION

I have conferred with our field representatives on the remaining work and reviewed the Gilbane schedule dated December 6, 2018. Based on assumptions regarding the number of site visits, time on-site, and testing required, we have developed a not-to-exceed cost to complete *Special inspection* services of \$47,500.00. Attached you will find a spreadsheet with our estimated quantities.

The fees for services provided will be based on the unit rates shown in the attached Standard Unit Rates.

Authorization

The attached Terms and Conditions Statement, along with this proposal letter and attached fee schedule, constitutes our entire agreement. In order to provide services, we must receive a signed copy of this agreement before field work is performed.

Thank you for the opportunity to provide our proposal. We look forward to continuing to be of service to you on this project. If you have any questions, please contact this office.

Respectfully submitted,
Geotechnical Consultants, Inc.



Robert L. Hiles, III
Director of Field Operations

Accepted by:

Authorizing Signature & Date

Printed Name & Title

Company Name

Address

City, State, ZIP

Telephone & Fax Number

E-mail Address

Attachments: Distribution Sheet
Rate Sheet
Estimate
Terms & Conditions
SOQ



FIELD REPORT DISTRIBUTION SHEET

Client Name: City of Reynoldsburg
 Project Name & Address: City of Reynoldsburg Community Center
1470 Davidson Avenue – Reynoldsburg, OH
 GCI Project #: 18-F-22027

Copies of field reports will be e-mailed to the Client only, unless otherwise specified. ** Please list additional copies to be distributed below. Provide name and e-mail address.

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

The above noted client takes full responsibility for any mis-use of the information by the above listed firms.

On behalf of the Client: _____

Attachment: City of Reynoldsburg Community Center.CO.021119.REVISED (003) (Geotechnical Consultants, Inc. 2019 Contract)



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

FIELD ENGINEERING DIVISION SCHEDULE OF SERVICES AND FEES

PROJECT PERSONNEL **

Projects often require varying degrees of responsibility and expertise for field technicians. GCI staffs the following:

<i>Engineering Technician</i>	Routine concrete testing for project documentation	\$ 48.00/hour
<i>Sr. Engineering Technician</i>	Testing services with the authority to reject	\$ 58.00/hour
<i>Special Inspector</i>	Site monitoring, on-site recommendations, verification for municipality (special inspections)	\$ 68.00/hour
<i>Steel/Fireproofing/ Floor Flatness/ EIFS/PT Inspector</i>	Bolting and weld inspection, liquid penetrant testing, magnetic particle testing, calibrated wrench torque tension testing, ultrasonic testing, Fireproofing application inspection, Floor Flatness, EIFS inspection, Post Tension inspection	\$ 75.00/hour
<i>Project Manager</i>	Site meetings and conferences, Engineering/data review and report preparation	\$ 85.00/hour

ENGINEERING SERVICES**

Projects that encounter field problems requiring the expertise of our engineering staff, professional opinion or an engineering seal.

<i>Staff Engineer</i>	Engineering evaluation and problem resolution	\$100.00/hour
<i>Senior Engineer</i>	Professional opinions and recommendations	\$140.00/hour
<i>Principal</i>	Forensic, Legal and Value Engineering	\$180.00/hour

CORING SERVICES**

Technician (s)	\$ 55.00/hr ea
Coring Equipment (Coring Gun, generator, diamond bit barrel, patch)	\$100.00/day

TESTING SERVICES**

Partial listing of most common laboratory/field services

SOIL

Nuclear Density Equipment Charge per day	\$ 50.00
Standard Proctor Soil (ASTM D-698A)	\$170.00/sample
Standard Proctor Aggregate (ASTM D-698 B & C)	\$180.00/sample
Mechanical Sieve Analysis – Gradation	\$100.00/sample
Gradation with Hydrometer	\$135.00/sample

CONCRETE

Concrete Compression Tests for 6"x 12" Cylinders (tracking, curing, testing, reporting)	\$ 16.00/each
Concrete Compression Tests for 4"x 8" Cylinders (tracking, curing, testing, reporting)	\$ 15.00/each
Compression Tests for Mortar (tracking, curing, testing, reporting)	\$ 20.00/each
Compression Tests for Grout Prisms (tracking, curing, capping, testing, reporting)	\$ 25.00/each
Concrete Compression Test for cylinders made by others	\$ 20.00/each
Concrete Flexural Strength Tests (simple beam & 3 rd point loading ASTM C-78)	\$ 60.00/each

ASPHALT

Extraction, Dust, Gradation	\$275.00/sample
Thickness and Density (cored sample)	\$ 50.00/each
Flow and Stability (Marshall Method)	\$300.00/sample

SPECIALIZED SERVICES

Windsor Probe Tests	\$ 50.00/each
Windsor Pin Tests	\$ 15.00/each
Floor Flatness/Levelness Profiling – per session	\$100.00
Vapor Emission Tests	\$ 50.00/each
Relative Humidity Probes	\$ 25.00/each
Rapid Relative Humidity Probes	\$100.00/each
Field Ph Tests	\$ 10.00/each
Fire Resistance Material Density Tests	\$ 50.00/each
Fire Resistance Material Pull Tests	\$ 20.00/each
Roof Cut Tests	\$ 50.00/each

TRAVEL CHARGES**

Zone I	Franklin and Delaware Counties	\$ 50.00/trip
Zone II	60 mile radius of Westerville Office	\$ 70.00/trip
Zone III	Remaining portion of Ohio and out of state	\$ 0.60/mile
Per Diem	Meals and lodging for out of town sites	\$150.00/night

Sample Only Pick-up Charge (in-lieu of time or mileage)

Zone I	Franklin and Delaware Counties	\$ 80.00
Zone II	60 mile radius of Westerville Office	\$135.00
Zone III	Remaining portions of Ohio and out of state	\$ 50.00/hr & \$ 0.60/mile

BILLING:

Hourly rates are portal to portal with a two hour minimum per visit. Weekday work over 8 hours per day, work scheduled before 6:00am or after 6:00pm, and Saturday will be charged at 1.5 times the listed rates. Sunday and legal holiday work will be charged at 2.0 times the listed rates. Engineering review will be at the rates listed above.

SCHEDULING:

Please notify our office before 3:00pm the day (Monday through Friday) prior to our services being required for scheduling and/or cancellation. After that time, we make every effort to schedule or cancel, but we cannot guarantee results. If personnel have been sent as scheduled and services are cancelled without notification prior to a technician departure, a two-hour charge will be assessed at the above rates.

**** Charges include secretarial services for initial distribution of reports.**

***** Rates are subject to change.**

Estimated Scope of Services and Budgetary Costs

City of Reynoldsburg Community Center 1470 Davidson Avenue - Reynoldsburg, Ohio

ESTIMATED TESTING AND OBSERVATION FREQUENCIES				UNIT	TOTAL
				RATE	FEES
1 <u>Sitework, Subgrades and Sub-bases</u>					
Based on 35 visits, 2 - 4 hours a visit					
A. Project Manager (staff supervision, scheduling, and review)	per hour	5	@	\$85.00	\$425.00
B. Sr. Engineering Technician - Regular Time	per hour	100	@	\$58.00	\$5,800.00
C. Density Equipment Charges	per day	30	@	\$50.00	\$1,500.00
D. Standard Proctor	per sample	3	@	\$170.00	\$510.00
E. Transportation Charges - Vehicle and Support Equipment	round trip	35	@	\$50.00	\$1,750.00
Estimated Subtotal for Sitework					\$9,985.00
2 <u>Foundations, Masonry, Slabs, and Exterior Concrete</u>					
Based on 75 visits, 2 - 6 hours a visit					
A. Project Manager (staff supervision, scheduling, and review)	per hour	15	@	\$85.00	\$1,275.00
B. Special Inspector - Regular Time	per hour	160	@	\$68.00	\$10,880.00
C. Sr. Engineering Technician - Regular Time	per hour	90	@	\$58.00	\$5,220.00
D. Engineering Technician - Regular Time	per hour	50	@	\$48.00	\$2,400.00
E. Transportation Charges - Vehicle and Support Equipment	round trip	75	@	\$50.00	\$3,750.00
Estimated Subtotal for Construction Evaluations					\$23,525.00
3 <u>Materials Testing for Footings, Slabs, Walls and Misc. Concrete Placement</u>					
A. Concrete Cylinders (65 sets w/ 5 cylinders per set)	each	325	@	\$15.00	\$4,875.00
B. Floor Flatness/Levelness Equipment	per day	5	@	\$100.00	\$500.00
C. Mortar - CMU (5 sets w/ 3 cubes per set)	each	15	@	\$20.00	\$300.00
D. Grout - CMU (10 sets w/ 4 prisms per set)	each	40	@	\$25.00	\$1,000.00
E. Sample Pick Up (in lieu of time and trip)	each	5	@	\$80.00	\$400.00
Estimated Subtotal for Materials Testing					\$7,075.00
4 <u>Structural Steel</u>					
Based on 20 visits, 4 hours a visit					
A. Project Manager (staff supervision, scheduling, and review)	per hour	4	@	\$85.00	\$340.00
B. CWI Inspector - Regular Time	per hour	80	@	\$75.00	\$6,000.00
C. Transportation Charges - Vehicle and Support Equipment	round trip	20	@	\$50.00	\$1,000.00
Estimated Subtotal for Steel and Fireproofing Observations					\$7,340.00
ESTIMATED TOTAL:					\$47,925.00



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

The following Terms and Conditions, together with the attached Proposal/Agreement, constitute the terms of the Agreement between Geotechnical Consultants, Inc. (GCI) and the party that authorizes performance of services (Client) with respect to the performance of any services. Terms and Conditions must be accepted prior to commencement of services. Any modification to these Terms and Conditions requires mutual agreement and may result in a fee adjustment.

1. SERVICES TO BE PROVIDED

GCI hereby agrees to provide Client with the services set forth in the attached Proposal under the terms and conditions set forth herein, based on Clients' approved credit or full payment prior to commencement of services. Any prior geotechnical or environmental studies will be made available for review by GCI.

2. BILLING AND PAYMENT:

2.1 Client agrees to pay GCI in accordance with rates and charges set forth in the Proposal. GCI will generally submit invoices for services rendered and expenses incurred during the previous period on a four (4) week periodic basis. Invoices shall be due and payable within thirty (30) days. In the event payment is not timely made, the overdue balance shall bear interest at a rate of 1.5% per month. If Client fails to pay any invoice due to GCI within thirty (30) days after the date of billing, GCI, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services. No retainage will be held.

2.2 In the event that GCI is compelled to take action to collect past due payments, Client will reimburse GCI for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.

2.3 Should it be necessary to engage the services of specialized consultants or companies, this will be done with Client's approval. If the scope of the project or of GCI's services is changed materially, the amount of compensation will be equitably adjusted between the Client and GCI.

2.4 If the project is suspended or abandoned in whole or part, GCI shall be compensated for all services performed prior to receipt of written or oral notice from Client of such suspension or abandonment, together with other expenses then due and project closeout costs. If the project is resumed after being suspended for more than three (3) months, GCI's compensation shall be equitably adjusted between Client and GCI.

2.5 No deductions shall be made from GCI's compensation on accounts or sums withheld from payments to contractors, nor shall payment to GCI be contingent upon financing or receipt of payment from any third party.

2.6 If Client fails to make payment when due GCI for services and other expenses, GCI may, upon seven (7) days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by GCI within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of such a suspension of services under this provision, GCI shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

3. RIGHT OF ENTRY

Client hereby grants GCI or represents and warrants (if the site is not owned by Client) that permission has been duly granted for a Right of Entry, by GCI, its agents, staff, consultants, and subcontractors, for the purpose of performing site reconnaissance, test borings, environmental sampling and/or construction monitoring services pursuant to the agreed upon Scope of Services.

4. SAMPLING / EXPLORATION

Where services include sampling and/or exploration

a. NORMAL DISTURBANCE

Client hereby recognizes that the use of testing and/or sampling equipment may affect or damage the terrain, vegetation, improvements, and structures on the site. Client accepts the fact that this is inherent in GCI's services and will not hold GCI liable or responsible for any such damage. GCI will take reasonable precautions to limit damage to site, but the cost for restoration of damage that may result from GCI's operations has not been included in our fee. If GCI is required to restore the site to its former condition, this will be accomplished, and the cost will be added to GCI's fee.

b. DAMAGE TO LATENT SUBTERRANEAN STRUCTURES

GCI will not be liable for damages or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to GCI's attention and/or not correctly shown on plans furnished by Client or others in connection with services performed under this Agreement.

5. LIMITATION OF REMEDIES

5.1 Client expressly agrees to limit GCI's and GCI's employees liability to Client (including any and all construction contractors, subcontractors or other consultants employed by Client) for all claims, actions, damages and costs arising from this Agreement and/or the acts or omissions of GCI's and its employees, subcontractors and subconsultants. Client expressly agrees that to the fullest extent permitted by law, its maximum aggregate recovery (including any recoveries by construction contractors, subcontractors or other consultants employed by Client) for claims against GCI and all of its employees, subcontractors and subconsultants, concerning GCI's services, including



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

negligence or breach of this Agreement and any indemnity obligation hereunder, shall be limited to either \$50,000, or fees paid to GCI, whichever is greater. The limit of liability includes, without limitation, attorney's fees and costs to defend this provision and Agreement.

This limit of liability is the only one that will apply in the event of claim(s) against GCI on this project, regardless of how many contracts GCI may enter into with client for this project, or how many claims are made against GCI.

5.2 Client acknowledges that GCI faces risk when Client requests GCI to perform geotechnical engineering and environmental consulting services. Accordingly, as part of GCI's consideration, Client shall, to the fullest extent permitted by law, waive any claim against GCI and indemnify, defend, and hold GCI harmless from any claim resulting from services covered by this Agreement, unless such claims are based on or arise out of GCI's negligent acts or omissions.

5.3 The term "any claim" used in this provision means "any claim" in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

6. SUBSURFACE RISKS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel who function in accordance with a professional standard of practice, may fail to detect certain conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that GCI inferred to exist between sampling points may differ significantly from those that actually exist. The Client will not hold GCI responsible for such special risks.

7. INDEMNIFICATION AND HOLD HARMLESS

Subject to all otherwise applicable statutes of limitations and repose, GCI agrees to indemnify and hold Client, its directors, shareholders, employees, and permitted assigns harmless for all claims, damages and causes of actions (collectively "Claims"), to the extent such Claims are caused by GCI's negligent acts, errors, or omissions. With regard to any claim alleging GCI's negligent performance of professional services, GCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Client agrees to indemnify and hold GCI, its directors, shareholders, employees, and assigns harmless for all Claims, damages and causes of actions, against GCI related to the performance of the services in this

Agreement, unless such claims arise out of GCI's negligent acts, errors or omissions.

8. DELAYS

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance cause by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under the Proposal for the specific project. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to renegotiation or termination.

9. HAZARDOUS SUBSTANCES

9.1 Hazardous substances may exist at a site where there is no reason to believe they would be present. The Client warrants that the Client has informed GCI of any hazardous substances that may be present if the Client has knowledge or has any reason to believe hazardous substances may be present at the subject property. It is Clients' duty to notify GCI of any information Client has with respect to the presence or suspected presence of hazardous materials at the property.

9.2 It is agreed that the discovery of unanticipated hazardous and/or potentially hazardous substances may make it necessary for GCI to take immediate measures to protect human health and safety, and/or the environment. GCI agrees to notify Client as soon as practically possible should unanticipated suspected hazardous substances be encountered. Client agrees to compensate GCI for the additional cost of such services and agrees to indemnify, defend and hold GCI harmless from any claim or liability for injury or loss arising from GCI's encountering of unanticipated hazardous substances or suspected hazardous substances.

9.3 GCI and Client agree that discovery of unanticipated hazardous substances and/or potentially hazardous substances may constitute a changed condition mandating an amended agreement or termination of services. If an amended agreement is not made between the Client and GCI within seven (7) days of GCI's notice of suspension of services, further services under the contract will be terminated. The Client shall pay



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

all fees and charges incurred under the provisions of the proposal through the date of termination.

9.4 Client agrees to compensate GCI for the cost of decontamination of equipment, replacement of equipment, or other costs incident to the discovery of hazardous substances.

9.5 Client agrees that samples, drill cuttings, and other objects containing hazardous substances are not the responsibility of GCI. The Client agrees that the contaminated samples, contaminated drill cuttings, and other contaminated materials are the responsibility of the Client, and are to be disposed of through arrangements selected and made by the Client.

9.6 The Client agrees that, in the event GCI does not discover hazardous substances at the subject property, it is understood that GCI cannot maintain that no hazardous substances exist at the subject property.

9.7 The Client recognizes the Client's responsibility to inform the property owner, if the property is not owned by the Client, of the discovery of hazardous substances or suspected hazardous substances. The Client further recognizes the Client's responsibility to make any disclosures of the discovery of hazardous substances required by law to the appropriate governing agencies, and that GCI has no responsibility to, nor will GCI, make such disclosures unless human health and/or the environment are in imminent danger as a result of the presence of hazardous substances discovered during performance of services under this Agreement.

9.8 The Client waives any claim against GCI and agrees to defend, indemnify, and hold GCI harmless from any claim or liability for injury or loss of any type arising from:

- GCI's discovery of hazardous substances or suspected hazardous substances, including any costs caused by delay of the project and any cost associated with possible reduction of the property value.
- All consequences of disclosures made by GCI that are required by governing law(s).
- The application of a joint and several liability concept that would in any manner hold or seek to hold GCI responsible for creating a hazardous condition or permitting one to exist.
- Cross contamination caused by sampling.
- GCI's failure to detect hazardous substances through techniques consistent with other professionals performing similar services in the geographic area at the time that the services are performed.

9.9 The Client shall remain liable for and shall pay all fees and charges incurred by GCI in defense of any such claim. Such compensation shall be based upon GCI's

prevailing fee schedule and expense reimbursement policy.

10. BIOLOGICAL POLLUTANTS

GCI's scope of services does not include the investigation or detection of the presence of any Biological Pollutants at the project site or in or around any existing or proposed structure at the site, unless specifically noted in GCI's scope of services. Client agrees that GCI will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. In addition, Client will defend, indemnify, and hold harmless GCI and its employees from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproduct of any such biological organisms.

11. CONSTRUCTION OBSERVATION SERVICES

On request of Client, GCI will provide qualified personnel to observe and report on specific aspects or phases of construction. GCI's services will not include supervision or direction of contractors, contractor's employees, agents, or subcontractors. The presence of GCI's field representative, observation and testing by GCI shall not excuse contractors for defects discovered in contractors' work. Observation and monitoring services provided by GCI are solely for the benefit of Client. GCI's services will not include any supervision or direction of contractor's work or workers, and GCI assumes no liability for such work or workers. .

12. STANDARD OF CARE

Client agrees that GCI's services are performed on behalf of and for the exclusive use of Client for the purpose set forth in the Proposal. Client recognizes that GCI's services require decisions that are not based upon pure science but rather upon judgmental considerations. GCI will perform services in accordance with generally accepted practices of similar consultants undertaking similar services in the same locale at the same time and under like circumstances. Client agrees that such services will be rendered without any warranty, express or implied.

13. INSURANCE

GCI represents and warrants that its staff is protected by Workers' Compensation insurance and that GCI has coverage under Professional Liability, Public Liability and Property Damage insurance policies. Proof of insurance for such policies will be provided to Client upon request.



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

GCI will provide Client with three signed, and sealed if applicable, originals of each report. All documents GCI prepares are instruments of service and shall remain the property of GCI. For a period of 10 years following submission of GCI's report, GCI will make report available to Client at all reasonable times and for a reproduction and service charge. Extension of third party reliance can be offered, for a negotiated fee and must be in writing.

15. PERSONAL GUARANTEE

By signature on the attached proposal, it is attested the individual signing has authority to enter into this Agreement, has read and understood the Agreement and guarantees payment of the services rendered to client below.

16. ORAL ACCEPTANCE OF AGREEMENT

This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between Client and GCI, and GCI will not initiate service without formal agreement on Terms and Conditions set forth in this Agreement. For purposes of convenience, Client may choose to accept this Agreement orally or to orally authorize GCI to initiate services. In that event, Client specifically agrees that, as a material element of the consideration GCI requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to GCI's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or GCI's purchase order acknowledgment form are inapplicable to this Agreement and GCI's involvement in Client's projects.

17. MISCELLANEOUS

17.1 This agreement shall be made and interpreted under "Ohio" law by the return of the completed executed agreement. Should legal action be initiated, the parties agree the venue shall be the courts of Ohio.

17.2 Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement or for any other purpose.

17.3 The Client and GCI respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor GCI shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.4 This Agreement represents the entire and integrated Agreement between Client and GCI and

supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and GCI.

17.5 The proposed language of any certificates, affidavits or certifications requested of GCI or GCI's consultants shall be submitted to GCI for review and approval at least fourteen (14) days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge or services beyond the scope of this Agreement or beyond the professional qualifications and engineering experience of GCI.

17.6 Any estimates or opinions of project or construction costs are provided by GCI on the basis of GCI's experience and represents its best judgment. Since GCI has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, GCI cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of cost prepared by GCI.

17.7 Samples for materials testing projects will be disposed of after laboratory test results have been reported. GCI and its subcontracted laboratories will dispose of all soil, rock, water, and other samples no later than ninety (90) days after submission of GCI's report(s), or as soon as samples exceed laboratory holding times, whichever comes first. Client may request, in writing, that any such samples be retained beyond such date, and in such case GCI will ship such samples to the location requested by Client, at Client's expense. GCI may, upon written request, arrange for further storage of samples at mutually agreed storage charges. GCI will not give Client prior notice of intention to dispose of samples. GCI will not be responsible for disposing of contaminated samples.

17.8 Client shall furnish GCI, as needed for performance of GCI's services, any existing data, including, without limitation, borings, probings and subsurface explorations, environmental reports, laboratory tests and other data relative to the project design, property, boundary, easement, right-of-way, topographic and utility surveys.

17.9 Client shall give GCI prompt written notice whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of GCI's services.

17.10 Client acknowledges GCI is a corporation and agrees any claim made by Client arising out of any act or omission of any officer or employee of GCI in execution or performance of this Agreement, shall be made against GCI alone and not against such officer or employee.



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

18 DISPUTES

18.1 Mediation. All disputes between GCI and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

18.2 Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

18.3 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

18.4 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of GCI's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. ASSIGNMENT

Client and GCI, respectively, each binds itself and its successors and assigns to the other and its successors and permitted assigns with respect to all covenants of this Agreement. Neither Client nor GCI shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

20. Consequential Damages. Neither Client nor GCI will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

END OF TERMS AND CONDITIONS

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: May 13, 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

Development Department

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

ORDINANCE REQUEST

DATE: May 13, 2019

TO: Development Department

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	Pending 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 Director of Finance. The Mayor and Director of Finance, 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 City Manager and the Director of Finance 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: _____
Director of Finance

Approved as to form and correctness:

Director of Law

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

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

RE: 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

Approval:

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

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

Statement of necessity: Legislation needs adopted so that the invoice received in April can be paid.

Ordinance 56-19 was adopted utilizing Toter as the merchant from which the 32 gallon Recycle bins were going to be obtained from.

The correct vendor is Best Equipment Co., Inc., 5550 Poindexter Drive, Indianapolis, IN 46235.

Invoice number SI192908 dated 4/6/2019 for \$7,923.50 is due. This legislation needs adopted as an emergency to allow for a purchase order to be opened for the correct vendor.

ORDINANCE NO. _____

PASSED: _____

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: _____ DATE _____
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. ____ as passed by Council of said City on the ____ day of _____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Attachment: Repeal Replace 56-19 Purchase of Recycle Carts from Toter (Repeal/Replace 56-19 Purchase of Carts from Toter)

City Council**Barth Cotner****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE:** May 13, 2019**TO:** Finance and Administration Committee

RE: 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.

Approval:

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

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

Statement of necessity: Previous contract is expiring.

See contract materials attached. Per ORC 4929.27 this is required to have 2 readings. Will request adoption as an emergency at second reading to allow for notice publication for the following 2 readings.



Hello Reynoldsburg City Council Members,

My name is Larry Taylor. I work for Volunteer Energy, a Pickerington based Natural Gas and Electric Supplier, as an Energy Specialist. I administer the City of Reynoldsburg Gas Aggregation Program. I've recently met with Mayor McCloud and Bill Sampson to discuss the renewal of the city's gas aggregation program. They have asked me to attend the April 22nd city council meeting to answer questions and to formally request renewal. Mayor McCloud has also asked me to provide the council with information pertaining to the gas aggregation program so you may make an informed decision.

On November 6th, 2001, the residents voted to allow the city of Reynoldsburg to become a gas aggregator. Aggregation is the process in which gas is sold to consumers who have joined together as a buying group. The city then went through a competitive bid process and Volunteer Energy was chosen as the city's natural gas supplier. Through the city's gas aggregation program Volunteer Energy supplies natural gas to all residential and small business accounts that were currently in the Columbia Gas (SCO) Standard Choice Offer Program. Upon renewal, the city will continue to offer an 8% discount off the SCO program. If the commodity price were to drop dramatically, we still guarantee savings of no less than \$0.03 off the SCO rate. All participants in the City of Reynoldsburg Gas Aggregation Program are guaranteed to pay less for gas supply! Columbia Gas remains as the utility company and still provides the gas bill. Nothing else changes, residents just pay less. If a resident chooses not to participate in the program, they simply Opt-Out. No fee's, no obligation.

Rick Curnutte, owner of Volunteer Energy, understands the great demands on city officials and is happy to continue the Civic Grant Program we currently have in place. Rick does not provide a civic grant for every aggregation program, but we are neighboring communities and he is happy to give back. For every Mcf of gas used through the City of Reynoldsburg Gas Aggregation Program, Volunteer Energy will donate \$0.05 back to the city. Last June, I had the pleasure of presenting the city with a Civic Grant in the amount of \$23,456.76.

The city officials have created a Win-Win! All SCO residents in the gas agg program are guaranteed to save money on their gas bill and the city gets to enjoy an annual civic grant. On April 22nd I will discuss the gas aggregation program and talk about how it benefits both the residents and the city. I will then give you an opportunity to ask questions. Upon completion of my brief presentation, I will ask the council to renew the gas aggregation agreement we currently have in place.

If you have any questions, please don't hesitate to contact me, I'm here to help.

Thank you,

Larry Taylor

Energy Specialist
Volunteer Energy Services, Inc.
790 Windmill Drive
Pickerington, Ohio 43147
Mobile: (614) 572-5152
Email: ltaylor@volunteerenergy.com

790 Windmill Drive 🍷 Pickerington, Ohio 43147 🍷 (800)-977-8374 🍷 volunteerenergy.com

**Governmental Aggregation Program Agreement
Between
City of Reynoldsburg
And
Volunteer Energy Services, Inc.**

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the “Agreement”) is entered into as of the last date written below (“Effective Date”) between **Volunteer Energy Services, Inc.** (“VESI”) and the **City of Reynoldsburg** (“Municipality”), who may individually be referred to as “Party” or collectively as “Parties”. Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fifteen hereof “Definitions.”

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with VESI’s provision of CRNGS and related services (collectively, “Retail Natural Gas Services”) necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio (“LDC” or “COH”) enrolled in the Municipality’s Governmental Aggregation program.

WHEREAS, VESI desires to provide Retail Natural Gas Services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as Governmental Aggregators for the provision of CRNGS under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

WHEREAS, the Municipality has been or will be certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq.* OAC.

WHEREAS, the Municipality has established or desires to establish a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, VESI desires to enter into a relationship with the Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality’s Governmental Aggregation.

WHEREAS, the Municipality is or will be duly authorized to act for the Aggregation Group to purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI’s provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in consideration of the

mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

- (a) **Authority to Purchase:** The Municipality, as Governmental Aggregator, is or will be authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.
- (b) **Governmental Aggregator.** Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is reasonably available to VESI to assist the Municipality with filings or any other information required by the Commission.
- (c) **VESI.** VESI shall have obtained and shall maintain all necessary certifications from the Council to provide the Retail Natural Gas Services.
- (d) **Opt-Out Administration.** VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing “opt-out” and “opt-in” procedures, as applicable, to eligible customers. VESI shall pay the costs associated with securing the pertinent customer list from the local utility and will scrub the list with geocoding software to ensure that only eligible customers within the Municipality’s borders are included. Additionally, VESI shall pay the costs associated with printing and mailing the “opt-out” notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the developing, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same by “opt-out” and “opt-in”.
- (e) **Opt-Out Activities.** Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an “opt-out” mailer to afford such customers the opportunity to participate in the Aggregation Program. This opt-out mailer shall include all information necessary to satisfy the disclosure of all items listed in OAC 4901:1-28-03(B) and an exemplar is attached hereto as **Exhibit B** and incorporated herein as if set forth in full. This mailer may include a one-page summary of the Municipality’s Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed price is established, an additional notice will be mailed to all the customers. All communications with customers shall comply with applicable rules

and regulations.

- (f) **Review and Approval of Promotional Communications and Press Releases.** The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval, and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.
 - (g) **Administration and Assignment.** VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld, but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.
- 1.2 **Firm Natural Gas Supply.** VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties acknowledge that any failure or interruption after the Local Utility's Delivery Point, not caused by VESI, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

- 1.3 Delivery Point. The “Delivery Point” for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility’s City gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.
- 1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility’s distribution tariff. Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.
- 1.5 Municipality as a Governmental Aggregator. The Municipality as a Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio’s Customer Choice Program.
- 1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree to.

Article Two. Customer & Usage Information

- 2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the “Load Forecast Information”) when available and necessary. Municipality will assist VESI in obtaining any Load Forecast Information including, but not limited to, planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.
- 2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality’s corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation
- 2.3 Addition of “Opt-in” customers. Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an “Opt-out Notice” may join or “opt-in” to the Aggregation Group only in accordance with the provisions of paragraph

2.4 below.

- 2.4 Addition of Aggregation Members. Customers that become part of the Aggregation Group after completion of the “Opt-out Period” will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality’s geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality’s boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality’s corporate limits, all obligations, except for the customer’s obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer’s termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility’s Standard Service Offer or other appropriate service.

Article Three. Operations

- 3.1 Scheduling. VESI, either directly or through its designee shall perform any and all scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.
- 3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.
- 3.3 Start Date. The “Start Date” for service to each Aggregation Member shall be the first meter-read date on or after **August 1, 2019**.
- 3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility’s procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

- 4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.
- 4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

Article Five. Billing

- 5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.05 per Mcf of natural gas supplied through the aggregation program to the Municipality.
- 6.2 These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance.
- 6.3 It shall be the Municipality's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process.
- 6.4 These funds can be combined from year to year.
- 6.5 These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

Article Seven. Contingencies and Force Majeure

- 7.1 Contingencies.
- (a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:
- (i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation

under this Agreement.

- (ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.
 - (iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.
- (b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10.1 hereof.

7.2 Force Majeure.

- (a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the

second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

- (b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

- 8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and terminate on **July 31, 2021**, unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

Article Nine. Representations and Warranties

- 9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:
 - (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;
 - (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;
 - (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;

- (e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;
- (g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;
- (h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;
- (i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and
- (j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

- (a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;
- (b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate, throughout the term of this Agreement.
- (c) All acts necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.
- (d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI. VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI shall have and maintain valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

9.4 Limitation of Warranties. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE PARTIES.

Article Ten. Default and Early Termination

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

- (a) Immediately upon the occurrence of a Bankruptcy Event by any Party;
 - (i) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;
 - (ii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;
 - (iii) By mutual written agreement of the parties;
 - (iv) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other

provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Liability

11.1 Intentionally Deleted.

Article Twelve. Notices

12.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

All Notices: **Volunteer Energy Services, Inc.**
 Street: **790 Windmill Drive**
 City, State and Zip: **Pickerington, Ohio 43147**
 Attn: **John L. Einstein, IV**
 With a Copy to: **Larry Taylor**

All Notices: **City of Reynoldsburg**
 Street: **7232 East Main Street**
 City, State and Zip: **Reynoldsburg, Ohio 43068**
 Attn: **William J. Sampson, LEED Green Assoc.**

12.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Thirteen. Confidentiality

13.1 Obligation of Confidentiality. The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, Confidential Information shall not be disclosed by the receiving Party (“Receiving Party”) to any third party without the prior written consent of the disclosing Party (“Disclosing Party”); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

13.2 Disclosure. In the event either Party is required to disclose such Confidential Information

by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party's counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.

- 13.3 **Proprietary Rights, Survival.** Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Twelve shall survive the conclusion or termination of this Agreement for two (2) years.

Article Fourteen. General Terms

- 14.1 **Entire Agreement, Amendments and Counterparts.** The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendums attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- 14.2 **No Waiver.** No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- 14.3 **Headings.** The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- 14.4 **No Partnership.** Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.
- 14.5 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.
- 14.6 **No Third Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither Party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized

obligation or debt incurred by the other Party

- 14.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.
- 14.8 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.
- 14.9 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 14.10 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- 14.11 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 14.12 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"**Act**" means Ohio Revised Code, Chapter 4929, as amended.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"**Aggregation Group**" means the collection of Aggregation Members.

"**Aggregation Member(s)**" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the Municipality's Governmental Aggregation program.

"**Bankruptcy Event**" means either Party:

- (a) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (b) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (c) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (d) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress;
- (e) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (f) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Btu**” means British thermal unit.

“**Ccf**” means one hundred (100) cubic feet of natural gas.

“**Commission**” means the Public Utilities Commission of Ohio.

“**Community Reinvestment Program**” Is a program where VESI contributes funds to the Municipality for certain purposes. The purposes of funds shall be designated and outlined in the agreement between VESI and the City of Reynoldsburg.

“**Confidential Information**” means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure.

Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

- (a) In the public domain at the time of disclosure;
- (b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;
- (c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;
- (d) Already in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- (e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

"Customer Data" includes, without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

"Eligible Customer" means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

"Fixed Price Period" shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

"Force Majeure" for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

"Governmental Aggregator" means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under

authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Historical Load” means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

“Local Utility” means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Mcf” means one thousand (1,000) cubic feet of natural gas.

“NYMEX Strike Price” means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a Party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

Volunteer Energy Services, Inc.

City of Reynoldsburg

By: _____

By: _____

Name: **Richard A. Curnutte Sr.**

Name: _____

Title: **President**

Title: _____

EXHIBIT A

1. Type of Service: **Columbia Gas of Ohio Customer Choice**
2. Term: **August 1, 2019 through July 31, 2021**
3. Delivery Point: **Customers Burner Tip**
4. Price: **For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.**

VOLUNTEER ENERGY SERVICES, INC. ("SELLER")
("BUYER")

CITY OF REYNOLDSBURG

By: _____

By: _____

Print: **Richard A. Curnutte Sr.**

Print: _____

Title: **President**

Title: _____

EXHIBIT B



DATE

Dear City of Reynoldsburg Resident,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Reynoldsburg (the “City”) is providing you with the opportunity to join or remain with other residents and small commercial customers in the City’s natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Reynoldsburg, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. **City of Reynoldsburg voters approved this program in 2010.**

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas for the term **August 1, 2019 through July 31, 2021.**

You will be automatically enrolled (if a new Participant) or continue your enrollment (if an existing Participant) in the City’s Natural Gas Government Aggregation Program unless you choose to “opt out” – that is, affirmatively choose not to participate. If you wish to be excluded from the City’s natural gas aggregation program, you must return the enclosed “Opt-Out” form by _____. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

Price: For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.

After you become a participant in the City’s natural gas aggregation program, Columbia Gas of Ohio (COH) will send a postcard confirming your selection of VESI as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with VESI within seven (7) business days of its postmark date. To remain in the City’s government aggregation program, you don’t need to take any action when this postcard arrives. You will be automatically enrolled.

COH will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from COH. The only change you’ll notice is the name of your new gas supplier, Volunteer Energy Services, Inc., included on your bill.

If you have any questions, please call VESI toll-free at **1-800-977-8374**, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,
City of Reynoldsburg
and
Volunteer Energy Services, Inc.

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline on a cost per Ccf basis through **July 2021**. Upon acceptance by Columbia Gas of Ohio the cost will be 8% off COH SCO adder per Ccf plus NYMEX end of month close.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until the sooner to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current SCO Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months (24) of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio

consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the COH at the telephone number listed on your gas bill.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) days of the post mark date of the confirmation letter from COH. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the City's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by COH; (2) you move outside COH service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the City of Reynoldsburg's natural gas aggregation program, you must: (1) have a residence or business located in the City of Reynoldsburg; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in the City of Reynoldsburg, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the below Opt-Out form only if you do not want to participate in the City of Reynoldsburg's Natural Gas Government Aggregation Program.

OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG GOVERNMENT AGGREGATION PROGRAM

☐ I wish to opt out of my community's natural gas program. (Check box to opt out.)

Service Address: _____

Phone Number: _____ Account Number (located at the top of your _____ bill): _____

Printed Name: _____ Date: _____

Account Holder's signature: _____

Mail by: _____ To: City of Reynoldsburg Government Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 13, 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	Pending Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency**Reason For Emergency: Financial needs of the City's government**

**AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ODER 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	\$58,22.40	\$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: May 13, 2019

TO: Finance and Administration Committee

RE: Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association from January 1, 2019 Thru December 31, 2019

Statement of emergency: Current contract has expired. Request adoption as emergency upon third read.

Approval:

Completed Brad McCloud	Pending 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, 2019.

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	\$48.60	\$50.06	\$51.56
	Bi-Weekly	\$3,887.63	\$4,004.00	\$4,124.80
	Annually	\$101,078.43	\$104,124.80	\$107,244.80

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)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Finance and Administration Committee**

RE: 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.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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REQUEST CHANGES TO CHAPTER 160.02 (e) PARKS & RECREATION; 160.2 (g) (3) WATER/WASTEWATER; CHAPTER 160.03 SALARY SCHEDULE (a) (b) (c); CHAPTER 160.03 (d) SEASONAL EMPLOYEES; (e) OCCASIONAL LABOR/INDEPENDENT CONTRACTOR AND REPEAL AND REPLACE CHAPTER 160.08

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
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
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21
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
Parks Maintenance			
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)
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(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
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	1 p/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	1 p/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	1	Classified	11
Code Compliance Officer	2	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	13 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			
Director of Engineering	1	Unclassified	22

160.03 SALARY SCHEDULE

BEGINNING ~~January 1, 2018~~ July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees ~~— NON SUPERVISORY PERSONNEL~~

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

~~(5% Between Grades, 30% Minimum to Maximum)~~

GRADE		MINIMUM — TO — MAXIMUM	
1	Annual	\$ 24,295	\$ 35,078
2	Annual	\$ 25,522	\$ 36,816
3	Annual	\$ 26,801	\$ 38,661
4	Annual	\$ 28,132	\$ 40,566
5	Annual	\$ 29,561	\$ 42,589
6	Annual	\$ 31,042	\$ 44,729
7	Annual	\$ 32,580	\$ 46,985
8	Annual	\$ 34,214	\$ 49,351
9	Annual	\$ 35,901	\$ 51,837
10	Annual	\$ 37,690	\$ 54,438
11	Annual	\$ 39,585	\$ 57,152
12	Annual	\$ 41,580	\$ 59,990
13	Annual	\$ 43,672	\$ 62,991
14	Annual	\$ 45,874	\$ 66,169
15	Annual	\$ 48,177	\$ 69,462
16	Annual	\$ 50,580	\$ 72,586
17	Annual	\$ 53,089	\$ 76,570
18	Annual	\$ 55,745	\$ 80,383
19	Annual	\$ 58,557	\$ 84,425
20	Annual	\$ 61,472	\$ 88,648
21	Annual	\$ 64,539	\$ 93,100
22	Annual	\$ 67,759	\$ 97,776
23	Annual	\$ 71,137	\$ 102,694
24	Annual	\$ 74,712	\$ 107,832
25	Annual	\$ 78,452	\$ 113,210

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

26	Annual	\$ 82,388	\$ 118,873
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*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Based on City of Reynoldsburg Council recommendation of 2%.

(b) Senior Police Management

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

GRADE		MINIMUM — TO — MAXIMUM	
22A	Annual	— \$ 81,491	— \$116,441
24A	Annual	— \$85,565	— \$122,263
26A	Annual	— \$ 89,756	— \$ 128,298

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

(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

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

<u>20</u>	<u>\$ 31.00</u>	<u>\$ 47.00</u>
<u>21</u>	<u>\$ 33.00</u>	<u>\$ 49.00</u>
<u>22</u>	<u>\$ 35.00</u>	<u>\$ 51.00</u>

(c) Senior Police Management

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
<u>24A</u>	<u>\$ 45.00</u>	<u>\$ 60.00</u>
<u>26A</u>	<u>\$ 50.00</u>	<u>\$ 65.00</u>

*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 - \$14.00 <u>\$16.00</u>
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per hour
Service Seasonal Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per hour

3) Street Department

Street Seasonal Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per 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

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	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager

Assistant City Prosecutors
Planning & Zoning Administrator

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

~~Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 14 in non-supervisory roles as reflected in 160.03 (a)below. There are two methods by which employees shall receive pay increase; anniversary date of hire and the annual increases in the pay table, which go in effective January 1 of each year as approved by City Council. All employees move to the rate in effect for their step on January 1.~~

~~All new employees will be assigned to Step 1 at the time of hire, unless there is qualifications that the Appointing Authority approves a start of a higher step.~~

~~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.~~

~~During the implementation of steps, each employee will move to the next step from their current pay as of July 1, 2019 on their anniversary date. For example, an employee's current rate of pay is between Step 3 and Step 4, they will move to Step 4 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~~

~~TABLE FOR STEPS FOR PAY GRADE 1-14 NON SUPERVISORY
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~TABLE FOR PAY GRADE 13—26A SUPERVISORY POSITIONS
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~Each year, City Council will review 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. In doing so, the Council will review the City's available resources, any updated survey information, and any annualized changes in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers—U.S. City Average published by the United States Department of Labor Bureau of Labor Statistics. Any percentage adjustment agreed upon by Council will be applied to all Pay Grades, so as to maintain the same differential between them. The adjustment will normally be effective as of January 1 of each year.~~

~~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.~~

~~2. Initial Pay Grade Assignments:~~

~~3. 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.~~

~~4. 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 are to be in accordance with Reynoldsburg Chapter 160.08. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.~~

~~(b) INDIVIDUAL INCREASES FOR PAY GRADES SUPERVISORY STAFF 13—26A~~

~~Employees in pay grades 13 and above that serve in a supervisory role will receive increases based upon an annual evaluation completed by their direct supervisor each spring. The amount of the increase will be within the salary range for the pay grade determined by the Appointing Authority.~~

~~5. Probationary Employees and New Employees~~

~~The appointing authority shall have the option of withholding a January 1 increase for a probationary employee or for a non-classified employee whose employment with the City is less than six months.~~

(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.
- 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 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.
- 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,

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

DEPT./OFFICE: PARKS & RECREATION	WORKING TITLE: RECREATION
CLASS TITLE: RECREATION	COORDINATOR
COORDINATOR	EMPLOYEE NUMBER:
Status: Classified ☒ Unclassified ☐	Citation Code: 160.02
Full-Time ☒ Part-Time ☐ Other ☐	Reports To: Recreation Superintendent
OT Status Per Ord.: Non-exempt	Normal Working Hours: Variable

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

- 60% (1) Plans, organizes, directs, and supervises various recreation and athletic programs, activities and facilities. Maintains control of supplies, records, and prepares reports and budget needs for successful operation of assigned area. Works directly with public and outside agencies, public schools, in establishing and implementing special events. Assist with supervision of volunteers, officials, scorekeepers, coaches, players and public attendance and performs other related duties as required. Under general supervision, assist in the planning, promotion, development, coordination and supervision of youth and adult programs including recreational classes, leagues, special events, and sports camps throughout the city. Weather is sometimes a hazard.
- 25% (2) Supervises and coordinates work of assigned personnel (e.g., assigns/evaluates work activities of paid and volunteer staff); trains, instructs volunteers, instructors, coaches, officials; conducts training programs on safety practices/procedures; keeps the Recreation Superintendent informed so that there are no surprises.
- 15% (3) Publicizes programs/activities available to the general public (e.g., writes articles for general release,); answers questions and attempts to resolve complaints from the general public.
- (4) Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences.
- (5) Maintains required licenses and/or certificates.
- (6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (7) Demonstrates regular and predictable attendance.

Attachment: Recreation Coordinator (Chapter 160 Changes)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 4

Working Title: Recreation Coordinator

Employee Number:

OTHER DUTIES AND RESPONSIBILITIES:

(8) Performs other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*Indicates developed after employment)

Knowledge of: Knowledge of recreation philosophy, planning and administration.

Skill in: word processing; use of modern office equipment; motor vehicle operation; use or operation of sports and recreation equipment.

Ability to: Ability to communicate both orally and written; ability to work directly with the public; ability to plan and organize sports activity data and keep accurate records; ability to develop, coordinate and direct varied activities involved in a community recreation program; ability to establish and maintain effective working relationships with City employees and general public deal with problems involving several variables within familiar context; apply management principles to solve agency problems; define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply laws, rules, or regulations to specific situations; select most qualified applicant according to specifications for referral; determine material and equipment needs; calculate fractions, decimals, and percentages; prepare routine correspondence; compile and prepare reports; write and/or edit documents for publication; write instructions and specifications; respond to routine inquiries from public and/or officials; conduct effective interviews; communicate effectively; train or instruct others; recognize safety warnings; understand a variety of written and/or verbal communications; gather, collate, and classify information; maintain records according to established procedures; cooperate with co-workers on group projects; answer routine telephone inquiries; handle sensitive inquiries from and contacts with officials and general public; develop and maintain effective working relationships; resolve complaints; lift sports and recreational equipment; travel to and gain access to work site; operate sports and recreation equipment.

Attachment: Recreation Coordinator (Chapter 160 Changes)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 4

Working Title: Recreation Coordinator

Employee Number:

QUALIFICATIONS: (An example of acceptable qualifications)

High School education or G.E.D; Associates degree in Recreation or Sports Management preferred; two (2) years' experience in parks and recreation; or equivalent combination of training or experience; Certified Parks and Recreation Professional preferred.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess and maintain valid Ohio driver's license; must become certified by the National Youth Sports Coaches Association to be trainer of youth sports league coaches within six (6) months of employment; Certified Parks and Recreation Professional preferred.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
(FOR PURPOSES OF O.R.C. 4167)

1. Works in or around crowds.
2. Has contact with potentially violent or emotionally distraught persons.
3. Has exposure to potentially vicious animals.
4. Has exposure to hot, cold, wet, humid, or windy weather conditions.

PHYSICAL DEMANDS:

Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

Attachment: Recreation Coordinator (Chapter 160 Changes)

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 4 of 4

Working Title: Recreation Coordinator

Employee Number:

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

 Employee Signature

 Date

 Appointing Authority

 Date

 Human Resources Director

 Date

Effective Date: 04/12/2019
 Date Revised:

052802jrCO

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: May 13, 2019

TO: Finance and Administration Committee

RE: Ordinance Appropriating Unencumbered Balances as of December 31, 2018 in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Ordinance Appropriating Unencumbered Balances as of December 31, 2018, in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted

Section 1: That the unencumbered balances as of December 31, 2018, in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$87,475.97 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5529 Miscellaneous Distributions Law Enforcement Fund.**

\$15,686.54 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5921 Immobilization Expenses Law Enforcement Fund.**

\$47,494.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to **291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

\$4,376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to **292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.**

\$15,372.94 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to **293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.**

\$85,705.41 from the unappropriated Federal Forfeiture Fund (294) be appropriated to **294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.**

\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to **295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.**

Section 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2019, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council