CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY MAY 2, 2016

COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SAFETY COMMITTEE MEETING

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068

President:	DOUG JOSEPH
Ward Members:	Ward I – Stephen M. Cicak Ward II – Brett Luzader Ward III – Marshall Spalding Ward IV - Mel Clemens
At Large Members:	Barth R. Cotner Chris Long Dan Skinner, Esq.

COMMITTEES:

Community Development:	Chmn Skinner, Spalding, Cicak, Luzader
Safety:	Chmn Long, Cicak, Luzader, Spalding
Service:	Chmn Clemens, Luzader, Spalding, Cicak
Finance:	Chmn Cotner, Long, Clemens, Skinner

* * * * * * * * * *

Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a "Speaker Form" and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

April Beggerow
Clerk of Council

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
    a. Finance Committee – Committee Meeting – April 18, 2016
4. Discussion
    a. Ordinance Authorizing the Mayor to Enter into Contract Between the City of Reynoldsburg and the Fraternal Order of Police and Declaring it an Emergency.
    b. Changes in the Chapter 160.03 Salary Schedule. (from Ad Hoc Committee).
    c. Changes to Chapter 160.02 and Chapter 160.03
    d. Ordinance Authorizing the Mayor to Reimburse Etna Township for Construction Services on the Taylor Road/Palmer Road Project; Appropriating Funds Therefore; and Declaring an Emergency.
    e. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR THE PAINTING OF THE LIVINGSTON HOUSE. (First Reading 4/25/2016).
    f. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 4/25/2016).

CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY APRIL 18, 2016

COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS MEETING

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068

1. Call to Order

   PRESENT: Clemens, Cotner, Long, Skinner
   ABSENT:

2. Approval of Agenda

   Agenda stands approved.

3. Approval of Minutes

   a. Finance Committee – Committee Meeting – April 4, 2016

   Minutes stand approved.

4. Discussion

   a. ORDINANCE Repealing and Replacing Ordinance No. 15-16 Passed March 14, 2016 Which Read "ORDINANCE AUTHORIZING CONTRACT FOR GIS UPGRADE AND MIGRATION, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY." AND DECLARING AN EMERGENCY.

   Mr. Harris stated that this legislation was to fix an error in the way the appropriation was made.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 4/25/2016 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

   b. Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for the Engineering, Plans, Advertising, and to Prepare Bid Documents for the Painting of the Livingston House.

   Parks and Recreation Director Donna Bauman stated that the Livingston House is in dire need of being repainted. The funds are in the Parks & Recreation Budget for 2016 and she requested that Council authorize EMH&T to prepare bids at a cost of $3500 for the painting of the Livingston House. Questions as to the paint color of the house were made. Members

Minutes Acceptance: Minutes of Apr 18, 2016 7:30 PM (Approval of Minutes)

of the Livingston House Society voted to change the color of the house from red to white with green shutters as depicted in historical photos of Alexander Livingston's home, however other members requested that the color remain red. Mrs. Bauman stated that it wasn't changed to red until approximately the 1980s. She stated that letters went out to the approximately 60+ members in regards to a special meeting to discuss the paint color and 18 members attended. The vote was 10-8 to change the color to white with green shutters.

President Joseph asked if there were maintenance issues involved if the paint color was changed. Mrs. Bauman stated that it would be power washed once a year which would need regardless. She stated that it is a ceramic paint that would be used on the house to help stop the peeling. The current paint is a lead based paint and would need to be handled as such.

Resident Gary Knapp 1741 Graham Road, stated that he was on the Livingston House Society and that he stood opposed to the paint color change and requested that everybody on the Livingston House Society have a chance to cast their vote as to the color. He stated that he has only heard negative comments about the color change and he also live across the street from the building and doesn't want to see it.

Mrs. Bauman states that other than a couple of folks, she has not received any negative feedback on the proposed color change.

President Joseph asked if there can be stipulations put onto the bid request.

Mr. Hood responded that the request for bidding can say whatever it is City Council wants it to say. This is a building that the city owns but is run by a citizen advisory commission. He further stated that this is a situation where the work needed to be done regardless and that putting it on hold because of a discussion on color would be unadvisable.

Mrs. Bauman said she would ask EMH&T if a specific color had to be named for the bidding. She stated that due to the lead in the paint that the bidder had to be certified by the EPA to handle lead based paint.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 4/25/2016 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

c. Ordinance to Authorize the Mayor to Purchase a 2016 F-250 Pick-Up Truck with Snow Plow and Liftgate for the Parks and Recreation Department and Declaring an Emergency.

Purchase is for one of the last 2016 trucks that the dealership is holding. Requests to waive competitive bidding because the vendor is on the state bid list.

Minutes Acceptance: Minutes of Apr 18, 2016 7:30 PM (Approval of Minutes)

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 4/25/2016 7:30 PM**
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

d. Ordinance Authorizing Mayor to Purchase One 2016 Ford Transit Van for the Maintenance Department and Declare an Emergency.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 4/25/2016 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

e. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. (First Reading 4/11/2016).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 4/25/2016 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

Minutes Acceptance: Minutes of Apr 18, 2016 7:30 PM (Approval of Minutes)

Human Resources
Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	
RE:	**Ordinance authorizing Mayor to enter into contract between the City of Reynoldsburg and the Fraternal Order of Police (FOP) and declaring it an emergency.**

Emergency/Suspension: Emergency

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

Request authorization for Mayor to enter into to collective bargaining agreement with Fraternal Order of Police (FOP) from 1/1/2016 through 12/131/2018 and declaring it an emergency.

Statement of necessity: Financial needs of the City's government.

Request authorization for Mayor to enter into to collective bargaining agreement with Fraternal Order of Police (FOP) from 1/1/2016 through 12/131/2018 and declaring it an emergency.

CONTRACT BETWEEN

THE CITY OF REYNOLDSBURG

AND

THE FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9

JANUARY 1, ~~2013~~ 2016 THROUGH DECEMBER 31, ~~2015~~ 2018

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

TABLE OF CONTENTS

ARTICLE 1	**CONTRACT**	**1**
Section 1.1	Contract	1
Section 1.2	Purpose	1
Section 1.3	Legal References	1
Section 1.4	Sanctity of Contract	1
Section 1.5	Past Practices	1
ARTICLE 2	**RECOGNITION**	**2**
Section 2.1	Recognition	2
Section 2.2	Bargaining Unit.	2
ARTICLE 3	**LODGE SECURITY**	**2**
Section 3.1	Dues Deduction	2
Section 3.2	Fair Share Fee.	3
Section 3.3	Indemnification	3
Section 3.4	Use of Intra-Division Mails and E-Mail	3
Section 3.5	Ballot Box	3
Section 3.6	Bargaining Unit Meetings	4
Section 3.7	Bulletin Board	4
Section 3.8	Lodge Business	4
ARTICLE 4	**NONDISCRIMINATION**	**4**
Section 4.1	Joint Pledge	4
Section 4.2	City Pledge	4
Section 4.3	Lodge Pledge	4
Section 4.4	Interpretation	5
ARTICLE 5	**GRIEVANCE PROCEDURE**	**5**
Section 5.1	Grievance Defined	5
Section 5.2	Qualifications	5
Section 5.3	Grievance Representatives	5
Section 5.4	Grievance Procedure	5
Section 5.5	Time Off for Presenting Grievances	6
Section 5.6	Time Limits	6
Section 5.7	Representation in Meetings	6
Section 5.8	Grievance Form	7
Section 5.9	Calendar Days	7
Section 5.10	Grievance Content	7
ARTICLE 6	**ARBITRATION**	**7**
Section 6.1	Arbitration Procedure	7
Section 6.2	Selection of Arbitrator	7
Section 6.3	Authority of Arbitrator	7
Section 6.4	Arbitration Costs	8
Section 6.5	Arbitrator's Findings	8

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

ARTICLE 7 LODGE REPRESENTATION 8
Section 7.1 Lodge Release Time 8
Section 7.2 FOP Delegates 8

ARTICLE 8 NO STRIKE/NO LOCKOUT 8
Section 8.1 No Lockout 8
Section 8.2 No Strike 8

ARTICLE 9 MANAGEMENT RIGHTS 9
Section 9.1 Management Rights 9

ARTICLE 10 INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS DURATION OF RECORDS AND PERSONNEL FILES 10
Section 10.1 Internal Investigations 10
Section 10.2 Corrective Action 12
Section 10.3 Departmental Hearings 13
Section 10.4 Appeal From Disciplinary Decision 13
Section 10.5 Duration of Records 13
Section 10.6 Request for Removal and/or Destruction 14
Section 10.7 Review of Personnel File 14
Section 10.8 Inaccurate Documents 14
Section 10.9 Placement of Material in Personnel File 14
Section 10.10 Performance Evaluations 15
Section 10.11 Administrative Leave 15

ARTICLE 11 WORK RULES AND DIRECTIVES 15
Section 11.1 Notification 15

ARTICLE 12 LABOR RELATIONS MEETINGS 15
Section 12.1 Informal Discussions 15
Section 12.2 Labor Relations Meetings 15
Section 12.3 Release Time 15

ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS 16
Section 13.1 Layoffs 16
Section 13.2 Job Abolishment 16
Section 13.3 Notice of Action 16
Section 13.4 Appeals 16
Section 13.5 Reinstatement 17

ARTICLE 14 MISCELLANEOUS PROVISIONS 17
Section 14.1 Equipment 17
Section 14.2 Safe Working Conditions 17
Section 14.3 Antinepotism 17

ARTICLE 15 ASSIGNMENTS AND SENIORITY 18
Section 15.1 Filling of Patrol Assignments 18
Section 15.2 Filling of Non-Patrol Job Assignments 18

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Section 15.3 Seniority Defined 19
Section 15.4 Seniority List 19

ARTICLE 16 POLITICAL ACTIVITY 20
Section 16.1 Permitted Political Activity 20

ARTICLE 17 PROMOTIONS 20
Section 17.1 Promotions to Sergeant 20
Section 17.2 Notice of Examinations 20
Section 17.3 Competitive Promotional Examination Components 20
Section 17.4 Addition of Seniority Credit 20
Section 17.5 Examination Administration 21
Section 17.6 Eligible List 21
Section 17.7 Promotional Appointment 21
Section 17.8 Continuous Eligibility List 21

ARTICLE 18 PAY PLAN 21
Section 18.1 Wages 21
Section 18.2 Retirement Pickup 23
Section 18.3 Pay Plan Administration 23
Section 18.4 Pay Periods 24
Section 18.5 Specific Personnel Actions 24

ARTICLE 19 SERVICE CREDIT 25
Section 19.1 Service Credit 25

ARTICLE 20 SHIFT DIFFERENTIAL 25
Section 20.1 Shift Differential 25

ARTICLE 21 HOURS OF WORK AND OVERTIME 25
Section 21.1 Hours of Work 25
Section 21.2 Shift Assignments 26
Section 21.3 Overtime 26
Section 21.4 Assignment of Overtime 26
Section 21.5 Compensatory Time 26
Section 21.6 Deviation 27
Section 21.7 Call-in-Pay 27
Section 21.8 Court Pay 27
Section 21.9 Patrol Shift Assignment Exchanges 27
Section 21.10 Separation 28

ARTICLE 22 HOLIDAYS 28
Section 22.1 Paid Holidays 28
Section 22.2 Holiday Pay 28

ARTICLE 23 VACATION LEAVE 29
Section 23.1 Vacation Hours 29
Section 23.2 Vacation Carry Over 29
Section 23.3 Vacation Conversion 29

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Section 23.4 Vacation Scheduling..... 29

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Section 23.5 Payment of Vacation Upon Separation 30
Section 23.6 Casual Leave 30

ARTICLE 24 SICK LEAVE 30
Section 24.1 Credit 30
Section 24.2 Usage 30
Section 24.3 Accumulation 30
Section 24.4 Verification 30
Section 24.5 Sick Leave Payout 31
Section 24.6 Annual Sick Leave Conversion 31
Section 24.7 Voluntary Sick Leave Donation Program 32

ARTICLE 25 INJURY LEAVE 33
Section 25.1 Injury Leave 33

ARTICLE 26 OTHER LEAVES OF ABSENCES 34
Section 26.1 Military Leave 34
Section 26.2 Jury Duty Leave 34
Section 26.3 Funeral Leave 34
Section 26.4 Voting Leave 34
Section 26.5 Examination Leave 34
Section 26.6 Unpaid Leave of Absence 34

ARTICLE 27 WORKING OUT OF RANK 35
Section 27.1 Working out of Rank 35

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM 35
Section 28.1 Participation 35
Section 28.2 Allowances 35

ARTICLE 29 UNIFORMS AND ALLOWANCE 36
Section 29.1 Initial Issue 36
Section 29.2 Repair or Replacement of Uniforms 36
Section 29.3 Repair or Replacement of Eye Glasses 36
Section 29.4 Plain Clothes 36
Section 29.5 Dry Cleaning 36
Section 29.6 Clothing/Equipment Schedule 36

ARTICLE 30 SPECIAL DUTY 37
Section 30.1 Rate of Pay 37
Section 30.2 Authority 37
Section 30.3 Conduct 37
Section 30.4 Administration 37

ARTICLE 31 INSURANCE 38
Section 31.1 Medical Insurance 38
Section 31.2 Life Insurance 39
Section 31.3 Dental Coverage 39
Section 31.4 Vision Insurance 39

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Section 31.5 Liability Coverage 39
Section 31.6 Premium Contribution 33
Section 31.7 Prescription Drug Co-Pay 40

ARTICLE 32 NEGOTIATIONS 40
Section 32.1 Committees 40
Section 32.2 Good Faith Bargaining 40
Section 32.3 Information Furnished 40
Section 32.4 Private Meetings 40
Section 32.5 Spokesperson 40
Section 32.6 Informal Minutes 40
Section 32.7 Proposals 40
Section 32.8 Caucus and Adjournment 40
Section 32.9 Release time for Negotiations 40
Section 32.10 Applicable Law 41

ARTICLE 33 MISCELLANEOUS ECONOMIC PROVISIONS 41
Section 33.1 Travel Allowances 41
Section 33.2 Field Training Officer 41
Section 33.3 Leave Donation 41

ARTICLE 34 WAIVER IN CASE OF EMERGENCY 41
Section 34.1 Declaration of Emergency 41
Section 34.2 Termination of Emergency 41

ARTICLE 35 FAMILY LEAVE 41
Section 35.1 Family and Medical Leave 41

ARTICLE 36 LIGHT DUTY 43
Section 36.1 Light Duty 43

ARTICLE 37 DURATION 43
Section 37.1 Duration 43
Section 37.2 Successor Contract 43
Section 37.3 Understanding 43

SIGNATURE PAGE 44

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 are 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 Fee.

A. Members who are not members of the Lodge shall as a condition of employment pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the Bargaining unit. The amount of such fair share fee shall be made known by the Lodge to the City at such times during the term of this Contract as is necessary to be accurate. Such payment shall be subject to an Internal Lodge Rebate Procedure meeting all requirements of state and federal laws.

The Lodge shall supply the City with a copy of its current rebate procedure. If, after review by competent legal counsel, the City has questions about the legality of the procedure, the Lodge will, upon request, arrange a meeting between its legal counsel and counsel representing the City, where the concerns can be fully aired.

B. For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check of each member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Financial Secretary of the Lodge once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the members for whom said deductions are made.

C. The automatic deduction shall be initiated by the City whenever a member who is not a member of the Lodge has completed his or her first sixty (60) days of employment.

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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, ancestory, 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 three (3) grievance representatives, one for each shift 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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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;

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 which 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 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 Safety Director 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 Safety Director 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 Safety Director.

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 l3.1 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;

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 Antinepotism.
A. Definitions:

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member of 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 employed prior to January 1, 1990 who are presently working in the Division, and are from the same family, will be exempted and "grandfathered" from the applicability of the foregoing provisions. As to such members, the following shall apply:

1. Members of a family may not be in the position of approving the time card of another member of their family.
2. Time cards and changes in posted employee schedules, after shift bidding, for members of a family within the Department shall be subject to approval by the Chief, which shall not unreasonably be withheld.
3. The Mayor or Mayor's designee shall be responsible for monitoring these situations to ensure that there are no violations or problems created.
4. Members of a family shall not be in a position to affect any matter that involves another family member.

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. **Each of the criteria shall be assigned a numerical score of 25% of the total. Sick leave shall be considered only to the extent it is referenced in the performance evaluation.** For any Non-Patrol assignment, an applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration**.** When ~~all other criteria~~ **the scores of the applicants** 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.

Upon execution of this agreement, the parties will schedule a labor-management meeting to discuss the process used for filling non-patrol job assignments and for the Lodge the opportunity to provide input on potential revisions to the performance evaluation used for bargaining unit members.

Section 15.3 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;

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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:

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

EFFECTIVE JANUARY 1, ~~2013~~ 2016– ~~2%~~ 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	~~$22.71~~ $25.88	~~$24.92~~ $28.41	~~$28.62~~ $32.62	~~$31.88~~ $36.34	~~$35.75~~ $40.76
	Bi-weekly	~~$1,816.42~~ $2,070.53	~~$1,993.49~~ $2,272.37	~~$2,289.70~~ $2,610.01	~~$2,550.00~~ $2,906.73	~~$2,860.08~~ $3,260.19
	Annually	~~$47,226.82~~ $53,833.59	~~$51,830.69~~ $59,081.51	~~$59,532.10~~ $67,860.30	~~$66,300.00~~ $75,575.00	~~$74,362.08~~ $84,764.92

~~EFFECTIVE FIRST PAY, JULY, 2013 – 1% Increase~~						
~~Class Title~~	~~Pay Period~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Officer~~	~~Hourly~~	~~$22.93~~	~~$25.17~~	~~$28.91~~	~~$32.19~~	~~$36.11~~
	~~Bi-weekly~~	~~$1,834.58~~	~~$2,013.42~~	~~$2,312.59~~	~~$2,575.50~~	~~$2,888.68~~
	~~Annually~~	~~$47,699.08~~	~~$52,348.99~~	~~$60,127.42~~	~~$66,963.00~~	~~$75,105.70~~

EFFECTIVE JANUARY 1, ~~2014~~ 2017 – ~~2.5%~~ 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	~~$23.51~~ $26.66	~~$25.80~~ $29.26	~~$29.63~~ $33.60	~~$33.00~~ $37.43	~~$37.01~~ $41.98
	Bi-weekly	~~$1,880.44~~ $2,132,65	~~$2,063.76~~ $2,340.54	~~$2,370.41~~ $2,688.31	~~$2,639.89~~ $2,993.93	~~$2,960.90~~ $3,358.00
	Annually	~~$48,891.56~~ $55,448.60	~~$53,657.72~~ $60,853.96	~~$61,630.60~~ $69,896.11	~~$68,637.08~~ $77,842.25	~~$76,983.34~~ $87,307.87

~~EFFECTIVE FIRST PAY, JULY 2014 – 2% Increase~~						
~~Class Title~~	~~Pay Period~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Officer~~	~~Hourly~~	~~$23.98~~	~~$26.31~~	~~$30.22~~	~~$33.66~~	~~$37.75~~
	~~Bi-weekly~~	~~$1,918.05~~	~~$2,105.03~~	~~$2,417.82~~	~~$2,692.69~~	~~$3,020.12~~
	~~Annually~~	~~$49,869.39~~	~~$54,730.87~~	~~$62,863.21~~	~~$70,009.82~~	~~$78,523.01~~

EFFECTIVE JANUARY 1, ~~2015~~ 2018– ~~2.75%~~ 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	~~$24.64~~ $27.46	~~$27.04~~ $30.14	~~$31.05~~ $34.61	~~$34.58~~ $38.55	~~$38.79~~ $43.24
	Bi-weekly	~~$1,970.80~~ $2,227.63	~~$2,162.92~~ $2,410.76	~~$2,484.31~~ $2,768.96	~~$2,766.73~~ $3,083.75	~~$3,103.17~~ $3,458.74
	Annually	~~$51,240.80~~ $57,112.06	~~$56,235.97~~ $62,679.58	~~$64,591.95~~ $71,992.99	~~$71,935.09~~ $80,177.52	~~$80,682.39~~ $89,927.11

~~EFFECTIVE FIRST PAY, JULY 2015 – 2% Increase~~

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	$25.13	$27.58	$31.67	$35.28	$39.57
	Bi-weekly	$2,010.22	$2,206.18	$2,533.99	$2,822.07	$3,165.23
	Annually	$52,265.62	$57,360.69	$65,883.79	$73,373.79	$82,296.04

Section 18.2 Retirement Pickup. The City's method of payment of salary and the provision of fringe benefits to the members who are participants in the Police and Fire Disability and Pension Fund (the "Fund") are hereby established as follows, in order to provide for a fringe benefit pickup of employee contributions to the Fund:

A. In addition to the total salary and salary per pay period, which is otherwise payable to each member, the City shall pay 5% percent of each member's salary as defined in O.R.C. Section 742.01(N) as a "pick-up" of a portion of the member's contribution to the Fund otherwise payable by such member. Effective the first full pay period of July, 2013, this "pick-up" shall be reduced from 5% to 4%. Effective the first full pay period of July, 2014, this "pick-up" shall be reduced to 2%. Effective the first full pay period of July, 2015, the "pick-up" shall be deleted and the provisions of the paragraphs (B), (C), and (D) shall no longer have force and effect. The City shall thereupon revert to 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 sums paid by the City under paragraph (A) in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.

C. The pick-up by the City of a member's contributions to the Fund shall be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.

D. 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, it being the City's understanding 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 while applicable municipal income tax laws require it to

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

~~report as a member's gross income the member's total annual salary plus the amount of the pick-up.~~

Section 18.3 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 18.4 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 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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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, 2010~~	EFFECTIVE JANUARY 1, ~~2015~~ **2016**
4-6 YEARS	~~$700.00~~	$750.00
7-9 YEARS	~~$800.00~~	$850.00
10-14 YEARS	~~$1000.00~~	$1050.00
15-19 YEARS	~~$1150.00~~	$1200.00
20 OR MORE YEARS	~~$1250.00~~	$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, 2013~~	~~$1.15~~
~~JANUARY 1, 2014~~	~~$1.20~~
JANUARY 1, ~~2015~~ **2016**	$1.25

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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' 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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 one hundred (100) hours 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 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 21.6 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.

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Completed Years of Service	Hours Earned Each Year
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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

would have received in a regular pay period from workers' compensation benefits and lave 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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** ~~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:

> 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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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	Tobboggin 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,

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

ARTICLE 31
INSURANCE

Section 31.1 Medical Insurance. The City shall continue to provide the current level of coverage for hospitalization, surgical, major medical and drug participation coverage for ~~2013~~ **2016 except the City may modify the deductible for bargaining unit employees on the same basis as other City employees provided the City contributions to employees' health savings accounts are modified in accordance with this Article.** If the City intends to make changes to the levels of health insurance coverage beginning for ~~2014~~ **2017** and/or ~~2015~~ **2018** that result in benefits not being comparable to those in place on January 1, ~~2013~~ **2016** it shall provide the Lodge with at least thirty days advance notice. Upon request, the City shall engage in negotiations with the Lodge for thirty (30) days. If the parties are able to agree to the changes, the City may implement them. If the parties are unable to reach an agreement, they shall proceed to binding conciliation on an expedited basis. If the parties are unable to agree on a conciliator, they shall request a list of five (5) conciliators from the State Employment Relations Board. The parties shall select one individual from this list to serve as the conciliator. The conciliator shall follow the rules for conciliation set forth in Chapter 4117 and issue the decision in an expedited manner. The decision shall be final and binding on the parties.

Effective January 1, ~~2013~~ **2016,** the City shall contribute $4,000 to the health savings account of each member with family coverage and $2,000 for each member with single coverage. **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.**

Effective January 1, ~~2014~~ **2017, the City shall contribute to the health savings account of each member seventy percent (70%) of the in-network deductible.** ~~the City shall contribute $3,500 to the health savings account of each member with family coverage and $1,750 for each member with single coverage, however, these amounts shall be increased to $4,000 for family coverage and $2,000 for single coverage if the member successfully completes a wellness program to be jointly developed by the City and the Lodge no later than July 1, 2013.~~ **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.**

Effective January 1, ~~2015~~ **2017,** the City shall contribute to the health savings account of each member **sixty percent (60%) 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.** ~~at the same levels as 2014.~~

The member is entitled to single or family coverage, as appropriate, which current medical, dental, and vision insurance premium is to be fully paid by the City, less the percentage co-pay as outlined in Section 31.6.

~~The parties agree that the wellness component must be completed by employees no later than December 15, 2013 for 2014 contributions and December 15, 2014 for 2015 contributions.~~

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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 $75,000**,** with double indemnity for accidental death. Effective January 1, 2011, this amount shall increase to $100,000.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2013.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2013.

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, ~~2013~~ **2016,** each member ~~will contribute twelve percent (12%) of the premium. not to exceed $61.76 per month for single coverage and $166.76 per month for family coverage. Effective January 1, 2014, each member shall contribute 12% of the premium provided that the premium contribution for 2014 cannot be more than ten percent (10%) greater than the 2013 premium contribution. Effective January 1, 2015, each member~~ shall contribute 14% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Section 31.7 Prescription Drug Co-Pay. Once a member reaches his/her in-network deductible ($2,000 single and $4,000 family), the member shall be responsible for prescription co-pays of $10 for Tier 1, $30 for Tier 2, and $50 for Tier 3 until the member reaches the maximum out of pocket amount, which is an additional $2,000 for single coverage and an additional $4,000 for family coverage. This section is subject to the provisions addressing changes in benefits set forth in section 31.1.

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 ~~three (3)~~ **four (4)** committee members, excluding consultants.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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, ~~2013~~ **2016** except where otherwise indicated, and remain in full force and effect through December 31, ~~2015~~ **2018.**

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.

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

SIGNATURE PAGE

Signed and dated this _____ day of _____, ~~2013~~ **2016.**

FOR THE CITY OF REYNOLDSBURG

Brad McCloud, Mayor

Jim O'Neill, Chief of Police
Service/Safety Department

Jed Hood, City Attorney

Marc A. Fishel, Labor Counsel

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

Jason Pappas, Lodge President

Officer Ryan Kiser
FOP Team Member

Officer Tammy Jackson,
FOP Team Member

Officer Adam Doran,
FOP Team Member

Officer Kevin McCrady,
FOP Team Member

Earl Westfall, Lodge Liaison

Ronald Snyder, Lodge Attorney

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	**City Council**
RE:	**Changes in the Chapter 160.03 salary schedule.**

A proposed salary schedule for Chapter 160.03. This reflects a 7% increase in the table.

160.03 SALARY SCHEDULE
BEGINNING ~~June 10, 2013~~ January 1, 2016, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE
(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM	TO MAXIMUM
1	Annual	$ ~~21,221~~ 22,706	$~~30,638~~ 32,783
2	Annual	$~~22,292~~ 23,852	$~~32,157~~ 34,408
3	Annual	$~~23,409~~ 25,048	$~~33,768~~ 36,132
4	Annual	$~~24,572~~ 26,292	$~~35,432~~ 37,912
5	Annual	$~~25,820~~ 27,627	$~~37,199~~ 39,803
6	Annual	$~~27,113~~ 29,011	$~~39,068~~ 41,803
7	Annual	$~~28,457~~ 30,449	$~~41,038~~ 43,911
8	Annual	$~~29,884~~ 31,976	$~~43,105~~ 46,122
9	Annual	$~~31,357~~ 33,552	$~~45,277~~ 47,446
10	Annual	$~~32,920~~ 35,224	$~~47,549~~ 50,877
11	Annual	$~~34,575~~ 36,995	$~~49,919~~ 53,413
12	Annual	$~~36,318~~ 38,860	$~~52,397~~ 56,065
13	Annual	$~~38,145~~ 40,815	$~~55,019~~ 58,870
14	Annual	$~~40,068~~ 42,873	$~~57,794~~ 61,840
15	Annual	$~~42,079~~ 45,025	$~~60,671~~ 64,918
16	Annual	$~~44,178~~ 47,271	$~~63,399~~ 67,837
17	Annual	$~~46,370~~ 49,616	$~~66,879~~ 71,561
18	Annual	$~~48,690~~ 52,098	$~~70,209~~ 75,124
19	Annual	$~~51,146~~ 54,726	$~~73,740~~ 78,902
20	Annual	$~~53,692~~ 57,450	$~~77,429~~ 82,849
21	Annual	$~~56,371~~ 60,317	$~~81,317~~ 87,009
22	Annual	$~~59,183~~ 63,326	$~~85,402~~ 91,380
23	Annual	$~~62,134~~ 66,483	$~~89,697~~ 95,976
24	Annual	$~~65,256~~ 69,824	$~~94,185~~ 100,778
25	Annual	$~~68,523~~ 73,320	$~~98,882~~ 105,804
26	Annual	$~~71,961~~ 76,998	$~~103,828~~ 111,096

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.
** Based on City of Reynoldsburg Council recommendation of 2%.
121302cjrCO wrey2002

Attachment: 160 salary schedule 7% (1352 : Chapter 160 Salary Schedules)

(b) Senior Police Management

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE

GRADE		MINIMUM	TO	MAXIMUM
22A	Annual	$~~71,178~~ 76,160		$~~101,704~~108,823
26A	Annual	$~~74,660~~ 79,886		$~~106,724~~ 114,195

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

Attachment: 160 salary schedule 7% (1352 : Chapter 160 Salary Schedules)

Human Resources
Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	
RE:	**Request changes be made to Chapter 160.02 Authorized Positions, Personnel, Classification and Pay Grade (a) Administrative, (d) Human Resources (e) Parks and Recreation and Chapter 160.03 Seasonal Employee. (See attached memo)**

Request changes be made to Chapter 160.02 Authorized Positions, Personnel, Classification and Pay Grade (a) Administrative, (d) Human Resources (e) Parks and Recreation and Chapter 160.03 Seasonal Employee. (See attached memo)

OFFICE OF HUMAN RESOURCES

Sandra Boller
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-6868 phone
(614) 322-6875 fax

MEMORANDUM

DATE: **April 26, 2016**

TO: **Brad McCloud, Mayor**

RE: **Proposed changes to the Chapter 160**

Please see the list below of the recommended changes to the Chapter 160:

City Attorney Clerk – This position is currently a pay range of 5. We are requesting this position be changed to the title of City Attorney Legal Assistant with a pay range of 12. The duties of this position have evolved and the needs of the office are that the position should have more of a legal background than a clerical background. The new pay range would be $38,860 - $56,065. The increased cost would be approximately $8,810.

Human Resources Director – As you are aware, the position of Human Resources (HR) Director is currently listed as a three-quarter position. Since I was named as HR Director, and continued to serve as your assistant as well, I have worked full-time (40 hours) per week. For accounting purposes for the Auditor's Office it would be more efficient to change this position to full-time. Nothing would change in the day to day operation or overall expenses other than the position would become fully-funded from Human Resources budget.

Parks & Recreation – Parks Maintenance – Currently there are 2 three-quarter time employees in this position. It is requested that both of these position become forty-hour per week position. The money is in the approved 2016 budget, so no further funding will be requested.

Parks & Recreation – Senior Center Activities Instructor – Currently this position is listed as a seasonal position within Chapter 160. The position is needed 20 hours per week year round and does not qualify under the definition of Seasonal. With the request to make the position permanent, it will fall under Civil Service and need to have a grade and pay range assigned. It is recommended the grade be a 5 with a range of $27,627 to $39,803. We expect since this is a 20 hour per week position the new salary would be $15,600.

Please let me know if further clarification is needed.

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

160.02AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

Position	Personnel	Classification	Pay Grade
(***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~~ City Attorney Legal Assistant	1	~~Classified~~	~~5~~ 12
Mayor's Secretary*	1	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	2 p/t	Unclassified	5
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Accounting Manager	1	Classified	21
Civil Service Administrative Assistant	2 p/t	Unclassified	15

* Mayor's Secretary to be shared with Human Resources Department

(***b***) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	20
Network Systems Administrator	1	Classified	19
(***c***) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	21
Development Director Administrative Assistant	1	Unclassified	10
Planning Administrator	1	Classified	19
(***d***) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1~~p/t~~	Unclassified	20
Human Resources Generalist	1	Unclassified	12
(***e***) PARKS & RECREATION DEPARTMENT			
Director	1	Unclassified	20
Administrative Assistant	1	Unclassified	12
Director Senior Citizens Center	1	Classified	16

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

Position	Personnel	Classification	Pay Grade
Senior Citizens Assistant	2 p/t	Classified	9
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2 ~~p/t~~	Classified	2
Horticulturist	1	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Seasonal & Occasional	Variable	Unclassified	See160.03(d) & (e)
(f) POLICE DEPARTMENT			
Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	46	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Property Room Clerk	2 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
Court Liaison	2 p/t	Classified	13
(***g***) SERVICE DEPARTMENT			
(1) Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Maintenance Worker 2	Classified	5	
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Inspector I	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

Administrative Assistant	1	Classified	11
Code Compliance Officer	2 p/t	Classified	6

Position	Personnel	Classification	Pay Grade
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1p/t	Classified	10
Billing Supervisor	1	Classified	13
Account Clerk 2	3	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 p/t	Classified	10
Mechanic	1	Classified	14
Assistant Mechanic	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	23

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

160.03 SALARY SCHEDULE
BEGINNING June 10, 2013, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE
(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM	TO MAXIMUM
1	Annual	$ 21,221	$30,638
2	Annual	$22,292	$32,157
3	Annual	$23,409	$33,768
4	Annual	$24,572	$35,432
5	Annual	$25,820	$37,199
6	Annual	$27,113	$39,068
7	Annual	$28,457	$41,038
8	Annual	$29,884	$43,105
9	Annual	$31,357	$45,277
10	Annual	$32,920	$47,549
11	Annual	$34,575	$49,919
12	Annual	$36,318	$52,397
13	Annual	$38,145	$55,019
14	Annual	$40,068	$57,794
15	Annual	$42,079	$60,671
16	Annual	$44,178	$63,399
17	Annual	$46,370	$66,879
18	Annual	$48,690	$70,209
19	Annual	$51,146	$73,740
20	Annual	$53,692	$77,429
21	Annual	$56,371	$81,317
22	Annual	$59,183	$85,402
23	Annual	$62,134	$89,697
24	Annual	$65,256	$94,185
25	Annual	$68,523	$98,882

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

26	Annual	$71,961	$103,828

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.
** Based on City of Reynoldsburg Council recommendation of 2%.
121302cjrCO wrey2002

(b) Senior Police Management

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE

GRADE		**MINIMUM**	**TO**	**MAXIMUM**
22A	Annual	$71,178		$101,704
26A	Annual	$74,660		$106,724

*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 – 13.00
Bus/Van Driver	$9.50 per hour-$13.00

~~2) Senior Center Senior Center Activity Instructor $10.50 per hour~~

~~3~~2) Service Department

Water/Wastewater Laborer	$9.00 - $10.50 per hour
Service Seasonal Laborer	$9.00 - $10.50 per hour

~~4~~3) Street Department

Street Seasonal Laborer	$9.00 - $10.50 per hour

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

(1) Parks and Recreation Department:

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

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

(2) Service Department (Building Division)
Building Plans Examiner
Residential/Inspector $13.00 per hour

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

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

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	**Finance Committee**
RE:	ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO REIMBURSE ETNA TOWNSHIP FOR CONSTRUCTION SERVICES ON THE TAYLOR ROAD/PALMER ROAD PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Statement of necessity: Reimbursement as a partnering entity to Etna Township on the Taylor Road/Palmer Road project. The City is responsible for 20 percent of the cost of the project falling within the corporate boundaries of Reynoldsburg for construction and right-of-way acquisition.

This item is to reimburse Etna Township for the construction services on the Taylor Road/Palmer Road Project and appropriate $83,662 from the unappropriated CIP to 410; $25,170 from the water unappropriated CIP Account 710.000.0000.5621 and reappropriate to account 710.000.0137.5621. Please see the attached spreadsheet from Etna Township for more information.

4TB6/MR06	$2,776,113.50	$2,776,113.50	$2,776,113.50		
Federal Labor	$194,326.50	$194,326.50	$194,326.50		
4BG7	$250,099.92	$250,099.92			
4BG6	$1,143,931.19	$1,143,931.20		$836,327.41	$78,188.40
Local Labor	$98,760.50	$98,760.50		$59,718.20	$5,473.60
Total				$896,045.61	$83,662.00

		MORPC	4BG6 Etna	4BG6 Reynoldsburg
$223,323.22	CO CC 1a PE Payback		$223,323.22	
$3,065,020.95	CO CC 2 Etna 80/20	$2,452,016.76	$613,004.19	
$390,942.02	CO CC3 Reyn 80/20	$312,753.62		$78,188.40
$23,520.31	CO CC 4 Reyn Water			
$453,159.21	CO CC 5 SWLW OPWC			
$14,178.90	CO CC 7 Violet 80/20	$11,343.12		
$16,808.39	CENG 1a PE Payback		$16,808.39	
$214,549.05	CENG 2 Etna 80/20	$171,639.24	$42,909.81	
$27,367.98	CENG3 Reyn 80/20	$21,894.38		$5,473.60
$1,649.69	CENG 4 Reyn Water			
$31,720.79	CENG 5 SWLW OPWC			
$991.10	CENG 7 Violet 80/20	$792.88		

TOTALS	**$896,045.61**	**$108,8**

Attachment: Copy of Copy of PID 90385 Taylor Rd Local Costs Worksheet 4-19-16 Platte (1415 : Reimbursement to Etna Township for the

$23,520.31		$226,579.61	
	$2,835.78		$226,579.61
$1,649.69	$198.22	$15,860.40	$15,860.40
$25,170.00	$3,034.00	$242,440.00	$242,440.00

4BG7 Reynoldsburg	4BG6 Violet Township	4BG7 SWLC W&S	4BG6 SWLC W&S
$23,520.31			
		$226,579.61	$226,579.61
	$2,835.78		
$1,649.69			
		$15,860.40	$15,860.40
	$198.22		
332.00	**$3,034.00**		

Attachment: Copy of Copy of PID 90385 Taylor Rd Local Costs Worksheet 4-19-16 Platte (1415 : Reimbursement to Etna Township for the

Parks & Recreation
Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6878 Phone

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	**Finance Committee**
RE:	Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for the Engineering, Plans, Advertising, and to Prepare Bid Documents for the Painting of the Livingston House. (First Reading 4/25/2016).

Authorize Mayor to enter into contract with EMH&T , 5500 New Albany Rd., Columbus, OH 43054, for engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids, and preparation of bid tabs for the painting of the Livingston House.

Street/Stormwater Department
Keith Kundtz
614-322-5800 Phone

ORDINANCE REQUEST

DATE:	**May 2, 2016**
TO:	**Finance Committee**
RE:	ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 4/25/2016).

See attachment

Keith Kundtz
Street/Storm Water Superintendent
CITY OF REYNOLDSBURG
7806 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614)322-5800 voice
(614)575-4582 fax
KKUNDTZ@ci.reynoldsburg.oh.us

MEMORANDUM

Date: 3/24/2016
TO: Reynoldsburg City Council

CC: Mayor Brad McCloud, Auditor Richard Harris, Service Director Bill Sampson

RE: Authorization to remove equipment from fixed asset list

1. Asset # 1767 – 2001 Ford F550 dump truck. This was originally proposed to be given to the Parks and Recreation department last year. Before it was given to them the frame rusted and broke creating a safety concern. I would like to send this to the scrap yard and have the money returned to the street fund.

2. Asset #1346 – sno-way snow plow. This was bought and used with the truck listed above, it is rusted and broken. I recommend sending it the scrap yard with the truck and have the money returned to the street fund.

3. Asset #1768- Strobe lights originally purchased with the truck listed above. These have no value and should be disposed of.

4. Asset #1348 – sign cutter / plotter. This piece of equipment was purchased in 1996 and replaced in about 10 years ago. I'm not sure if it works or has much of a value given its age. I recommend it be disposed.

5. Asset #1431 – Listed as an 18ft utility trailer for the storm water department is duplicated on the asset list. The correct trailer number is (1419). I recommend that #1431 be taken off the list.

Attachment: 2016 asset list (1362 : Remove Equipment from the Fixed Asset List)