

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 11, 2014

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Gary Merrell, President
Ken O'Brien, Commissioner

9:45 AM Reconvening Of Public Hearing For Consideration Of The Vacation Of An Unused Portion Of The Right Of Way Of County Road 13 (Olde Worthington Road) In Orange Township Delaware County, Ohio

RESOLUTION NO. 14-1412

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 4, 2014:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 4, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1413

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

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Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1414

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 9:55 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1415

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1210:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1210 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Public Defender	Public Defender Service	10011202-5301	\$100,000.00
B & C	Batteries	21411306-5201	\$ 6,230.00
B & L Packrat Enterprises	Snow Removal Services	10011105-5325	\$ 6,500.00

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES				
R1406104	WILLIES CRANE SERVICE	CRANE SERVICE TO REPAIR CLARIFIERS AT ALUM CREEK	66211904-5328	\$6,000.00
CAPITAL ACQUISITION				
R1406152	MT BUSINESS TECHNOLOGIES INC	JAIL - COPIER	41711436-5450	\$6,488.00
R1406153	MT BUSINESS TECHNOLOGIES INC	CLERK OF COURTS – COPIER	41711436-5450	\$7,494.00
COMMISSIONERS				
R1406157	CCAO /CEAO	CCAO MEMBERSHIP	10011102-5308	\$8,859.00

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1416

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

The EMS Department is requesting that Jo Tranchita attend an Operations Safety Course in Columbus, Ohio December 15, 2014 at the cost of \$25.00 (fund 10011303).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1417

IN THE MATTER OF APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS; THE 911 CENTER AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Interim Director of Emergency Communications recommend the Collective Bargaining Agreement;

THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio, approve the Collective Bargaining Agreement between the Delaware Board of County Commissioners, The 911 Center and the Ohio Patrolmen’s Benevolent Association.

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
DELAWARE COUNTY COMMISSIONERS, 911 CENTER
AND
THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION

Effective January 1, 2015 through December 31, 2017
SERB Case No.: 2014-MED-10-1398

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Board of Commissioners (referred to as "Employer" or "County" or "Management"), for the Delaware County 911 Center and Ohio Patrolmen’s Benevolent Association ("Union" or "OPBA"). When used in this Agreement, the County Administrator shall be "Administrator" and the 911 Center Director shall be "911 Director" or "Director". This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on any subject matter contained in this Agreement.

The parties recognize that the Delaware County 911 Center provides emergency services to the citizens and emergency services agencies throughout the County. The County and Union recognize and agree that all employees will conduct themselves in a professional manner at the higher standard of conduct expected of emergency services personnel. The parties further recognize that as public servants employees conduct must not conflict with the mission and functions of the County and the 911 Center or cause or have possibility to cause harm to the reputation and image of the County and/or the 911 Center.

ARTICLE 2- RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative, as certified in SERB Case No.: 2011-REP-04-0033 for all employees included within the bargaining unit described as:

Included: Telecommunications Operators

Excluded: All others

Section 2.2 Exclusive Recognition. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize, or be required to recognize, any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

Section 2.3 Employee Rights. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

Section 2.4 Position Descriptions. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description.

Section 2.5 New Classifications. If the Employer creates a new classification within the 911 Center, the Employer will determine if the new classification will be included or excluded from the bargaining unit. If the Union disputes the determination of the exclusion of a classification from the bargaining unit, the parties will attempt to resolve their disagreements. If the parties are unable to come to agreement on the inclusion of the classification in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Uniform Application. The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or disability and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or disability.

The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Section 3.2 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 3.3 Harassment. Harassment, including sexual harassment, shall be considered a form of discrimination and shall not be tolerated. The parties recognize the serious nature of harassment and the parties

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agree that the Union and employees have a responsibility to report any allegations of perceived harassment.

Section 3.4 Discipline. Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any allegations of or perceived discrimination or harassment must be reported to the Employer immediately.

ARTICLE 4 - NO STRIKE/LOCKOUT

Section 4.1 No Strike. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, sick out, or any other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any County locations or sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

Section 4.2 Violations. Any employees engaging in a strike, slowdown, stay-in, sick out, or any other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. Notice of any violation may be provided by the Employer to the Union Director, or alternate, to the employee(s) violating this Article, or to the Union attorney by any of the following means: letter, email, in person, or other means appropriate for the circumstances. All other statutory penalties for violation of this Article or statutory prohibitions for strike shall also apply.

Section 4.3 No Lockout. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Recognition. The Union recognizes the Administrator and Board of County Commissioners ("Management" or "County") together as the authorities vested with the right to manage and to fund the Delaware County 911 Center.

Section 5.2 Management Rights. Except as specifically abridged, delegated, granted, or modified by an express term of this Agreement, Management retains and reserves all powers vested in Management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

- to 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 Management, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;
- to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;
- to establish and change work hours, work schedules and assignments;
- to manage and direct its employees, including the right and basis to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;
- to determine Management's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;
- to determine the size, composition and adequacy of the work force, determine the number of persons to be employed or laid off, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;
- to determine the qualifications of employees;
- to establish or amend job descriptions of personnel within the bargaining unit;
- to promulgate and enforce work rules, department orders, regulations, policies and procedures, provided they are consistent with the provisions of this Agreement;
- to determine the starting and quitting times and number of hours to be worked by employees;
- to require employees to use or refrain from using specified equipment, uniforms, or tools;
- to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- to determine overtime and the amount of overtime required;
- to maintain the security of records and other pertinent information;
- to determine conduct and performance expected of an employee in an emergency situation; and,
- to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C), and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

Section 5.3 Residual Responsibilities. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

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ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Union Representatives. The Union shall select and designate in writing to the Employer a local union representative, two alternates, and the OPBA staff representative. Such designated representatives, acting jointly or alone, shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the Union Director or alternate shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the designated union representatives, on behalf of the Union for purpose of discussing matters involving the terms and conditions of employment of members of the bargaining unit. The OPBA staff representative shall be permitted access to the work place; however, such access must be approved in advance by the Delaware County 911 Operations Center Director or designee.

If the need arises to adjust either the number of alternates as provided in this Agreement or the agreed upon areas of representation, the County and the Union will endeavor to resolve the matter in the mutually satisfactory manner.

The Union shall furnish the Employer with a written list of the local Union Director, representative and alternates indicating the shift(s) to which each representative is assigned, and further shall notify the County in writing of any changes.

Section 6.2 Bulletin Boards. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union for matters directly affecting employees of this bargaining unit. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No materials for issues, other political matters, or elective offices will be posted. No offensive, inappropriate or inflammatory notices will be posted. Such materials as well as any materials not specifically permitted by this section may be removed by the County.

Section 6.3 Union Meetings. Unless otherwise provided in this Agreement, the Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

Section 6.4 Union Matters. In the absence of the Employer's consent, union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work. Investigation of grievances shall occur on non-work, unpaid time in non-work areas.

ARTICLE 7 - DUES DEDUCTION

Section 7.1 Dues Authorization. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the Union Director. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit. Copies of the written authorization for dues deductions shall be provided to the County.

Section 7.2 Dues Remittance. The Union shall advise the County, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the dues deduction, the Employer shall request the County Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union Director.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to the OPBA at the address designated, in writing, by the Union, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the dues deduction.

The County's obligation to make dues deductions shall automatically terminate upon an employee's termination of employment or transfer or promotion to a job classification not included in the bargaining unit covered by this Agreement.

Section 7.3 Good Standing. There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 7.4 Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for

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any monies deducted and remitted to the Union pursuant to the provisions of this Article and reimburse the County for any costs associated with the defense of claims raised from Union deductions under this Article.

ARTICLE 8 - SENIORITY

Section 8.1 Definitions. “Departmental Seniority” is an employee's uninterrupted length of continuous service as a Telecommunications Operator with the Delaware 911 Center compiled by time as a full-time or permanent part-time employee actually on the Employer's payroll, including any approved leaves of absence.

“Classification Seniority” is an employee’s uninterrupted length of continuous service as a Telecommunications Operator with the Delaware 911 Center compiled by time as a full-time or permanent part-time employee actually on the Employer’s payroll, including any approved paid leaves of absence or unpaid FMLA where applicable, and includes the length of service at the City of Delaware for those employees previously employed by the City of Delaware who were employed by the 911 Center in March, 2010.

Unless specifically noted in a specific Article of this Agreement, classification seniority governs for all purposes.

Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

In the event that there is a tie in the seniority of two or more employees, such seniority shall be established by highest last four digits of Social Security Number.

Permanent part-time employees shall accrue seniority pro-rated to the hours worked by the permanent part-time employees, based on a forty (40) hour work week.

Section 8.2 Loss of Seniority. An employee shall lose all seniority rights upon an interruption of continuous service including but not limited to any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement);
2. Voluntary resignation or quit or transfers to another County Department;
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures;
4. Failure to give notice of intention to report and/or failure to report for work when recalled from lay-off;
5. Lay-off for a continuous period of longer than the recall right period;
6. Failure to report to work following the expiration of an approved leave of absence;
7. Unexcused absence of more than three (3) consecutive scheduled work days

Section 8.3 Seniority List. The Employer shall prepare and post two seniority lists: one identifying employees by “classification seniority” and one identifying employees by “departmental seniority” both as defined in this Article. The lists shall be updated twice annually approximately January 1 and July 1 each calendar year. Employees may identify in writing, with an explanation, any discrepancies which they believe exist. The employee shall provide the written explanation to the 911 Director but must do so within 15 calendar days after the seniority list is posted.

Section 8.4 Seniority During Unpaid Leaves. Any time spent by an employee on unpaid leaves provided by this Agreement shall not be credited toward seniority. Employees returning from unpaid leaves shall continue their seniority as of the date they commenced the unpaid balance.

ARTICLE 9 - PROBATIONARY EMPLOYEES

Section 9.1 New Hire Probationary Period. Newly hired employees must complete a one year or 365 calendar day probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement.

ARTICLE 10 –WORK RULES

Section 10.1 Work Rules. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the 911 Center ("work rule") so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations (and/or post rules electronically) designated by the Employer and notify the Union Director or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with any work rule.

Each employee shall have access to copies of all work rules. Work rules shall be consistently applied and

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enforced.

ARTICLE 11 - LAYOFF & RECALL

Section 11.1 Reasons for Lay-off. Employees may be laid-off for one or more of the following reasons:

1. Lack of funds within the 911 Center operation funds. A lack of funds means that the 911 Center has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations or the loss of grant monies (which is to be considered as a lack of funds);
2. Lack of work within the 911 Center. A lack of work means a current or projected temporary or permanent decrease in the work load, which requires a reduction of current or projected staffing levels; and/or
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the 911 Center due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

Section 11.2 Order of Lay-off. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then permanent part-time, and full-time employees, by departmental seniority, within the classification shall be laid-off. Permanent part-time and finally full-time employees shall be laid-off in the following order:

1. Newly hired employees in that classification who have not completed their probationary period; then
2. In the event it becomes necessary to lay-off permanent part-time employees covered by this Agreement, the least senior employee in the classification, by departmental seniority, shall be laid-off first; then
3. In the event it becomes necessary to layoff full-time employees covered by this Agreement, the least senior employee in this classification, by departmental seniority, will be laid off first.

Section 11.3 Notice of Lay-off. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by hand delivery or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.

Section 11.4 Displacement Rights. An employee may displace (bump) another employee with less departmental seniority pursuant to the following procedure:

Employees shall have five (5) calendar days from receipt of notice of lay-off to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights of employees in lower classifications or employees in the same classification with less departmental seniority.

Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision.

In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

The notices of layoff and intent to displace may all occur prior to the date of layoff.

Section 11.5 Payout at Lay-off. Laid-off employees will be paid all accrued unused vacation pay as of the date of layoff.

Section 11.6 Recall or Reinstatement Rights. An employee who has been laid-off, shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.

An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not permanently hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire and return to work within fourteen (14) days of certified mailing. During periods of layoff, the Employer may temporarily, up to three months, place employees in positions vacant due to leaves of employees or need for short term appointment.

An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. It is the responsibility of each employee on lay-off to notify the 911 Director in writing of any change of address.

In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violates any state or federal regulation, which has been deemed to supersede this Agreement.

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Upon receipt of the notice of recall the employee must inform the 911 Director in writing whether he accepts or declines the offer of reinstatement or re-employment. If the 911 Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or reemployment to the same classification from which the employee was laid-off shall be removed from the lay-off list. The employee must report for work no later than 14 calendar days of the date of the recall notice unless the Employer agrees in writing to a later date.

Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period. Employees are responsible for having all necessary certifications required for their classifications, as a prerequisite to being recalled from layoff.

Section 11.7 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The appeal shall be filed to Step 2 with Step 1 being waived. The appeal shall be filed within ten (10) calendar days of notification to the employee of the layoff or displacement.

ARTICLE 12 - DISCIPLINARY ACTION

Section 12.1 Standards of Conduct. Non-probationary employees may be disciplined or discharged for just cause, including but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect.

Section 12.2 Disciplinary Action. Disciplinary action shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

Discipline shall be considered within a reasonable period of time following the incident giving rise to the grievance or when the incident becomes known to the Employer allowing for investigation, work and days off schedule, availability of parties, and other procedural matters.

Section 12.3 Pre-disciplinary Process. Before imposing a reduction in pay or position, suspension, or discharge, the 911 Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a union representative. The conference will be scheduled as promptly as practical by the 911 Director or his designee. The 911 Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the 911 Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority and accruals for the suspension period.

Section 12.4 Serious Offenses. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (1) theft of property of the employer or fellow employee; (2) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (3) insubordination; (4) harassment; (5) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (6) falsification of records; (7) dishonesty; (8) fighting; (9) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public, and (10) any other violations of standards of conduct (including work rules) which substantiate discharge including, but not limited to the failure to act when there is a duty to do so that results or could result in serious injury or death to responders or the public.

Section 12.5 Appeal of Discipline. When imposing a reduction in pay or position, suspension, or discharge, the Administrator shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of discipline notice.

Section 12.6 Exclusive Appeal. Ohio Revised Code § 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 13 of this Agreement.

Section 12.7 Union Representation. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

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Section 12.8 Retention of Discipline. Records of reprimands will be retained for twelve (12) months and records of all other discipline shall be retained for thirty-six (36) months in the employee's personnel file provided there is no intervening discipline. In addition, employees may submit a memorandum indicating their disagreement with the reprimand and that document will be maintained with the reprimand in the proper location. All records of discipline may be used to establish that an employee was made aware of the standard of conduct expected.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 Definitions. For the purposes of this Article, the below listed terms are defined as follows:

"Grievance." A grievance is a dispute or controversy arising from the misapplication, misinterpretation, or violation of an express term of this written Agreement including discipline as provided in Article 12 of this Agreement. Only discipline which involves loss of pay, reduction in classification and/or pay, or discharge may be grieved to arbitration.

"Grievant." A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, by mutual agreement the parties may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant, (2) the identity of the provision(s) of this Agreement involved in the grievance, (3) the time and place where the alleged events or conditions giving rise to the grievance took place, (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

Section 13.2 Timelines, Extensions. The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

Section 13.3 Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, email, etc. Service to the Union shall be to the grievant or the local Union representative. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate.

Section 13.4 Grievance Steps. The following procedures shall apply to the administration of all grievances filed under this Article:

1. Step 1 Informal Step With Director/Designee:

a. The grievant or union representative shall, within ten (10) calendar days after the alleged grievance has occurred, meet informally with their tour commander or the Director to discuss the grievance. Employees are encouraged to discuss their concerns or grievances with their tour commanders but may request the informal meeting with the Director. If the grievant is not satisfied following the informal meeting, the grievant shall, within then (10) calendar days after the meeting reduce the grievance to writing and serve the grievance on the Director, or his designee. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

b. The Director or designee shall give his or her answer in writing within ten (10) calendar days of the filing of the grievance. If the Director or his designee fails to respond within the established time limit, the grievant may pursue the grievance to Step 2 of the procedure.

2. Step 2 911 Director:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the 911 Director or his designee within ten (10) calendar days after the grievant's receipt of the Step 1 answer or when the Supervisor's response was due. The written appeal shall be served on the 911 Director, or his designee, in the 911 Director's absence. If the Director conducted the Step 1 Informal Step then Step 2 shall be conducted by the County Administrator or his/her designee. The grievant must file the grievance with the County Administrator or his/her designee within the referenced timeline.

b. The 911 Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within ten (10) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an OPBA staff representative. The Union may request that other employees attend the meeting. The 911 Director, or his designee, may also request that other persons be present at the Step 2 meeting, which may include the County Administrator or

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designee. The 911 Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the 911 Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievance may be advanced by the Union to Step 3.

3. Step 3 Arbitration:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand delivery or email, of its desire to arbitrate. The written notice must be received by the County Administrator or the Commissioner's Office in the absence of the County Administrator within thirty (30) calendar days of receipt of the Step 2 answer, or when the 911 Director's response was due, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator from the permanent panel or select/appoint, on a rotating basis, from the panel. The rotation shall begin with the first name and continue in the order listed, for subsequent arbitrations. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place.

The permanent panel for arbitrators shall be as follows. Any arbitrator who declines participation or is not available for the panel shall be considered as withdrawn. The panel is:

- | | |
|------------------|-----------------|
| 1. Sarah Cole | 4. Harry Graham |
| 2. William Lewis | 5. Nels Nelson |
| 3. John Meredith | |

b. The arbitrator shall hear and determine only one grievance. Multiple grievance arbitration by one arbitrator at a single hearing shall be prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

c. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties, and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

e. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

f. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify and b) copies of documents to be introduced.

Section 13.5 Exclusive Procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the Union and the Employer, shall be final and binding upon the grievant, the grievant, Union, and the Employer. Nothing in this Grievance Procedure shall deny Members or the OPBA any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (herein referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the OPBA elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the

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OPBA is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the OPBA elects to pursue a Grievance Procedure in lieu of legal or administrative remedy, the member or the OPBA is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

Section 13.6 Attendance at Grievance Meetings and Arbitration Hearings. Grievants or local union representatives attending Step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

Section 13.7 Voluntary Mediations. The parties agree that they may utilize the services of a mediator to resolve pending grievances.

ARTICLE 14 - HOURS OF WORK/OVERTIME

Section 14.1 Work Week. The normal work week for all fulltime employees, shall be forty (40) hours worked. The workweek shall be 7 consecutive calendar days as established by the Employer. Part-time employees normal work week shall be as established by the 911 Director.

Section 14.2 Overtime and Compensatory Time. Employees shall be paid one and one-half (1 ½) times their applicable rate of pay for all hours worked in excess of forty (40) hours actually worked in any work week. Hours worked will include vacation leave. In addition, holiday hours, as defined in Article 16.1, shall be considered as hours worked towards the forty hours required for overtime calculations only if the employee works on the holiday.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis (to a maximum accumulation of 240 hours) scheduled at a time mutually convenient to the employee and Employer, so as not to cause a scheduling problem, within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section.

In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

Section 14.3 Equalization of Overtime. The Employer shall make reasonable efforts to equalize opportunities for available overtime. Any overtime available on a shift will be offered to that shift's personnel who are not on duty.

It is understood that coverage for shifts in the 911 Center necessarily limits the ability of employees to have equalization due to the nature of the operation. In the event that an employee believes he/she is not being given opportunities to work overtime, the 911 Director or designee will meet with the employee. It is further understood that emergencies, employee call-offs, etc., may prevent balancing overtime opportunities.

Mandatory overtime will be filled by mandating the overtime pursuant to the classification seniority list by reverse seniority of available employees. Available employees shall be construed as meaning employees who are going off duty and employees coming on to assigned shifts. These available employees shall be mandated to work overtime in four (4) hour intervals. The Employer shall first order the least senior available employees to work the mandatory overtime and rotate up the seniority list each time it is necessary to order an employee to work. Except in cases of emergency, employees shall not be mandated to work with less than an 8 hour turnaround nor more than twelve (12) continuous hours. The Employer shall endeavor to provide as much notice as reasonably possible prior to mandating an employee to work overtime.

Section 14.4 Call-In/Court Time. Employees who are called from home and who are required to report to the Center for any reason other than a previously scheduled event shall be paid for all hours worked, but not less than a minimum of three (3) hours call-in pay at the appropriate rate. Employees asked to report early to their regular shift, or to stay after their regular shift, do not receive call-in pay.

Employees required to make court appearance on behalf of the County on their off-duty time will also be paid for all hours worked, but not less than three (3) hours minimum call-in pay at the appropriate rate. An employee shall not receive such minimum pay for work or duties that are contiguous to the employee's work schedule, but instead, shall be compensated at the appropriate rate for all hours worked.

For purposes of this Section, contiguous means up to one hour before or one hour after the employee's regularly scheduled work day.

Section 14.5 Shift Selection. Semiannually, the Employer shall survey fulltime bargaining unit employees in order to obtain their shift preferences. Seniority and the operational needs of the agency, as determined by the Employer, shall be considered when shift assignments are determined.

Based on operational needs, vacated positions will be posted and filled as defined above. Vacancies, which occur within two months of the shift selection, will be filled when the new schedule goes into effect.

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ARTICLE 15 - SICK LEAVE

Section 15.1 Sick Leave Benefit. Sick leave shall be earned and accumulated at the rate of four and six-tenths (4.6) hours sick leave upon completion of each additional eighty (80) hours of service (rate of 0.0575 hour for each hour worked). Sick leave shall be accrued without limit. An employee may accrue sick leave credit only on the basis of his full-time continuous regular or permanent part-time employment with the Employer.

Section 15.2 Sick Leave Use. Sick leave shall only be used for the employee's personal illness, injury, or pregnancy, or where an employee's presence is reasonably necessary, for a serious illness or injury in the employee's immediate family defined as employee's mother, father, spouse or child.

Sick leave may be used for a death in the employee's immediate family. Such paid leave shall not exceed three (3) days without further written approval by the Employer. For use of sick leave for death in the immediate family, immediate family shall also include the employee's siblings, grandparents, current parents-in-law, and children.

Section 15.3 Reporting Use of Sick Leave. An employee who is absent due to one of the above reasons must report his absence to the Employer, following the reporting procedures of the 911 Center. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the 911 Director or his designee may require such proof of illness, injury, or death. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Section 15.4 Sick Leave Abuse. Sick leave abuse or falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

Section 15.5 Sick Leave Charge. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings. If an employee's illness or injury continues beyond the time covered by his earned sick leave, the employee may request an unpaid leave.

Section 15.5 Conversion at Retirement or Death. An employee covered under this Agreement who is eligible or who becomes eligible to retire shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of thirty (30) days paid leave or a maximum of 240 hours converted and paid. An employee covered under this Agreement who dies shall have sick leave paid to his or her estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

ARTICLE 16 - HOLIDAYS

Section 16.1 Holidays All full-time employees shall receive eight (8) or four (4) hours of holiday pay for the following holidays:

- | | |
|--------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (third Monday in January) |
| 3. President's Day | (third Monday in February) |
| 4. Memorial Day | (last Monday in May) |
| 5. Independence Day | (July 4) |
| 6. Labor Day | (first Monday in September) |
| 7. 4 hours Brown Jug Day | |
| 8. Veterans Day | (November 11) |
| 9. Thanksgiving Day | (fourth Thursday in November) |
| 10. Day after Thanksgiving Day | (fourth Friday in November) |
| 11. 4 hours Christmas Eve | |
| 12. Christmas Day | (December 25) |
| 13. 4 hours New Year's Eve | |

Permanent part-time employees will receive the holiday pay for those holidays on which they are scheduled to and do work.

Section 16.2 Holiday Pay for Bargaining Unit Members. Bargaining unit members required to work on a holiday shall receive his or her holiday pay, as defined in Article 16.1, in addition to the time actually worked on the holiday. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations only if the employee works on the holiday.

Section 16.3 Holidays During Vacation. Employees on approved vacation leave will not be charged vacation leave for those holiday leave hours which occur during their vacation leave unless the employee requests the vacation leave for the holiday.

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ARTICLE 17 - VACATIONS

Section 17.1 Vacation Earned. Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

<u>40-Hour Per Week Employees</u>	
<u>Service Time</u>	<u>Vacation Earned</u>
1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

Section 17.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death.
An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service.

Section 17.3 Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must be submitted to the Employer or a designee at least one business day in advance of the date requested. A vacation request for less than a full day may be submitted the same day as the request. Vacation leave must be in increments of one hour. One employee per shift will be permitted to be off on vacation leave unless prohibited by operational needs.

Section 17.4 Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated. In the event an employee who has vacation leave accumulated to the maximum and has submitted a vacation leave request which is denied, the employee will be provided a reasonable time to schedule the requested leave.

In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate

Section 17.5 Part Time Employees. Permanent part-time employees shall receive vacation leave at a prorated amount of the accrual rate listed above.

ARTICLE 18 - INSURANCE BENEFITS

Section 18.1 Insurance Plan. The Employer shall continue to provide full-time employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

Section 18.2 Changes to Insurance Plan. If the County decides to change the health insurance benefits, they will inform the Union Director 30 days prior to the effective date of the new benefits and if the Union Director requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 19 - WAGES, BENEFITS

Section 19.1 Wage Schedule. The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County will continue to review the wage schedule every 18 months, or as determined by the County, and may adjust the wage schedule. In no case shall the schedule be reduced.

Section 19.2 New Employees. New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee's prior experience, certifications or other qualifications may be used in determining initial wage placement.

Section 19.3 Uniforms. The County will provide the uniform items it requires employees to wear while at work. Employees will be responsible for the care and maintenance of all issued uniforms.

ARTICLE 20 - LEAVES OF ABSENCE

Section 20.1 Jury Duty Leave. Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time

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hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call, and submit his jury fee to the Delaware County Treasurer in order to receive his regular pay.

Section 20.2 Unpaid Leaves of Absence. Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to one year for purposes of education, training, or specialized experience which would benefit the 911 Center. Upon completion of the leave of absence, the employee will be returned to a position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay an employee does not accrue seniority, does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. An employee on an unpaid leave of absence, other than FMLA unpaid leave, must pay the entire premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

Section 20.3 Military Leave. Military Leave will comply with all Federal and State laws.

ARTICLE 21 - TRAINING

Section 21.1 Required Initial Certifications/Training. The Employer shall pay for all costs related to the initial training of bargaining unit employees, who, as a condition of employment, must obtain and/or maintain any special certifications or licenses as mandated by any agency of the Federal, State, Local government or any requirement of the Employer.

Section 21.2 Recertification. The County will pay for one re-certification test per certification per employee within a two-year period. If the employee does not successfully complete the initial recertification, the employee shall be responsible for any training for re-certifications as well as all costs associated with the recertification process including but not limited to the costs of the exam, lodging, travel, and/or meals.

If the employee does not pass the re-certification examination on the first attempt, he/she will be immediately suspended without pay for a period not to exceed thirty (30) days. The employee must gain re-certification within thirty (30) days of his/her suspension. If the employee does not obtain re-certification within thirty (30) days, the County reserves the right to suspend, demote or remove the employee.

Section 21.3 Education. An employee may request pre-approval for education and training from the 911 Director. The 911 Director, in his sole discretion, may approve or deny such request. If approved by the Director, such request is subject to the Delaware County Tuition Assistance Policy, including any amendments to that Policy made during the term of this Agreement.

**ARTICLE 22 - TOTAL AGREEMENT, CONFORMITY TO LAWS,
CONFLICT OF LAWS**

Section 22.1 Prior Agreement/Past Practices. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

Section 22.2 Total Agreement. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

Section 22.3 Conformity to Laws. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section, or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 22.4 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action

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to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

ARTICLE 23 - SUCCESSOR NEGOTIATIONS AND DURATION

Section 23.1 The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 23.2 Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

Section 23.3 Duration This Agreement shall remain in full force for three years from January 1, 2015 through December 31, 2017.

ADDENDUM A - WAGES

Wage increases for employees in the bargaining unit shall be based on their rate of pay in the following amounts, effective pay period #1 of each of the following calendar years:

2015	-	2.75%
2016	-	2.85%
2017	-	2.85%

Lead Telecommunicator: A Lead Telecommunicator shall receive a pay adjustment to his/her base rate of pay in the amount of \$.50 per hour.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1418

IN THE MATTER OF APPROVING MEMORANDUMS OF UNDERSTANDING FOR TRAINING PAY AND MERIT INCREASES TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE 911 CENTER AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve the following:

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Director of Emergency Communications recommend the Memorandums Of Understanding;

THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio, approve the Memorandums Of Understanding:

TRAINING PAY

Memorandum Of Understanding

WHEREAS, the parties to the Collective Bargaining Agreement ("CBA") currently in effect between the Delaware County Commissioners (the "Commissioners") and the Ohio Patrolmen's Benevolent Association ("OPBA"), covering Telecommunications Officers at the Delaware County 911 Center, desire to amend the CBA concerning the issue of training pay for Field Training Officers ("FTO");

WHEREFORE, the parties agree as follows:

1. Employees who are assigned to work as an FTO shall be provided a wage supplement during the time when assigned a trainee by the Director or the Director's designee to function as an FTO. The training, duties, and functions for the FTO will be as established in the training program for new employees and may be modified from time to time by the County. Employees who are assigned and functioning as an FTO shall receive an allowance of \$1.25 per hour not to exceed 40 hours per week (for a total of \$50.00 per week or \$100.00 per pay period) while performing duties of the FTO assignment.
2. Individuals who accept the assignment as an FTO shall be expected to fully perform those functions. Employees may request to be relieved of their commitment to be an FTO, with a 90 calendar day written

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notice, during the time that the employee is assigned a trainee. An FTO may also be released from his or her FTO assignment during the time the employee is assigned a trainee with shorter notice for justified reasons within the discretion of the Director or designee. Finally, employees may be released from their FTO commitment, with a 60-day written notice, if the employee does not have a current trainee, or with a shorter notice, by submitting a written explanation including a justified reason(s).

3. The FTO program and pay approved herein shall supersede any previous FTO program and pay, including, but not limited to, the program adopted by the Commissioners in Resolution No. 08-1092 and is meant to extend the life of the MOU adopted by the Commissioners in Resolution 14-562 on May 15, 2014.

4. In addition to training pay set forth in Paragraph 1 above, Field Training Officers (FTOs) are eligible for a \$1,000.00 bonus (subject to taxes) after the following conditions are met:

- Payment shall be granted upon the Trainee's continuous full-time employment with Delaware County for a period of one year after successfully being released from training.

Example: Management releases Jane from training May 31, 2013. Upon Jane's continuous full-time employment from June 1, 2013- June 1, 2014, FTO shall be paid \$1,000.00, (subject to taxes).

- Only one (1) \$1,000.00 bonus per trainee will be paid. Bonus will be split among all FTOs assigned to trainee.
- 911 Director or designee will track all FTOs and hours assigned to training of trainee.
- Each eligible FTO will receive a bonus based on the percentage of the sum of hours as listed above.
- Applies only to full-time trainees.
- FTO must be an active Delaware County employee at the time the bonus is payable.

5. MOU effective May 13, 2013, was to sunset on December 31, 2014, and is extended until May 31, 2016. Training conducted prior to the expiration of MOU will be paid in accordance with paragraphs 1 and 4 above.

6. Except as set forth above, the CBA between the parties continues unaltered, pursuant to its written terms.

MERIT INCREASES

Memorandum Of Understanding

WHEREAS, the parties to the Collective Bargaining Agreement ("CBA") currently in effect between the Delaware County Commissioners (the "Commissioners") and the Ohio Patrolmen's Benevolent Association ("OPBA"), covering Telecommunications Officers at the Delaware County 911 Center, desire to implement the following:

1. Employees hired in 2014 through the term of this MOU may receive a merit increase at the end of their training period, probationary period and the first full pay period in January following two-full years of employment. Merit increases will be based on the performance evaluation and preceding experience. Disciplinary actions and performance improvement plans will be considered during the review period and may affect the overall merit increases.

2. Employees on probation will not receive the annual negotiated increase until they are released from training. This is in addition to a merit increase.

This MOU shall be effective January 1, 2015, and will expire September 1, 2017. Employees hired prior to the expiration of MOU will be paid in accordance with the above.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1419

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

The Director of Job and Family Services recommends hiring Heather Cox as a Social Services Worker III with JFS; effective December 29, 2014;

Therefore be it Resolved, the Board of Commissioners approve hiring Heather Cox as a Social Services Worker III with JFS; effective December 29, 2014.

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The Director of Job and Family Services recommends hiring Timothy LaVigne as a Social Services Worker III; effective December 29, 2014;

Therefore be it Resolved, the Board of Commissioners approve hiring Timothy LaVigne as a Social Services Worker III; effective December 29, 2014.

Whereas, on November 24, 2014 with, Resolution No. 14-1375, the Board of Commissioners approved hiring Kevin Elson as the Assistant Dog Warden for the Delaware County Dog Shelter; and

Whereas, the Director of Administrative Services recommends rescinding the offer of employment;

Therefore be it Resolved, the Board of Commissioners rescind the approval of employment of Kevin Elson as the Assistant Dog Warden for the Delaware County Dog Shelter; effective December 3, 2014.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1420

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Decrease of Appropriations			
22311611-5801	Workforce Investment Act/Cash Transfer		(295,684.02)
66611905-5415	URF LSWRF/Sewer Construction		(662,846.32)
Transfer of Appropriations			
From	To		
10011106-5228	10011106-5328		6,000.00
Service Center/Vehicle Maint & Repair Supply	Service Center/Maint & Repair Services		
23612302-5101	23612302-5001		1,000.00
Victims of Crime Grant/Health Insurance	Victims of Crime Grant/Salaries		
23612305-5001	23612305-5102		.50
State Victims Asst Grant/Salaries	State Victims Asst Grant/Workers Comp		
23612305-5001	23612305-5120		.50
State Victims Asst Grant/Salaries	State Victims Asst Grant/County Share PERS		
23612305-5001	23612305-5131		.50
State Victims Asst Grant/Salaries	State Victims Asst Grant/County Share Medicare		
Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien Aye

RESOLUTION NO. 14-1421

IN THE MATTER OF APPROVING ADDENDUM A TO ODOT AGREEMENT NO. 18798 DATED NOVEMBER 24, 2014 BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF DELAWARE, OHIO FOR THE US 36/ST. RT. 37 AND I-71 CORRIDOR IN BERKSHIRE TOWNSHIP AND EXISTING ROAD IMPROVEMENTS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

ADDENDUM A TO
ODOT AGREEMENT NO. 18798
DATED NOVEMBER 24, 2014
BETWEEN
THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND
THE COUNTY OF DELAWARE, OHIO

FOR THE US 36/ST. RT. 37 AND I-71 CORRIDOR IN BERKSHIRE TOWNSHIP AND EXISTING ROAD IMPROVEMENTS

THIS ADDENDUM (the "Addendum") is made between the State of Ohio, acting by and through the Director of Transportation, hereinafter referred to as "ODOT", with an address of 1980 West Broad Street, Columbus, Ohio 43223 and the County of Delaware, Ohio with an address of 101 N. Sandusky Street, Delaware, Ohio 43015,

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hereinafter referred to as the “County”, and supplements the ODOT Agreement No. 18798, dated November 24, 2014 (the “Original Agreement” and, together with this Addendum and any other addenda that have been or may hereafter be executed between ODOT and the County, the “ODOT Agreement”) between the County and ODOT.

1. PURPOSE

- 1.1 Section 5501.31 of the Ohio Revised Code permits any individuals and corporations to contribute a portion of the cost of the establishment and construction of any part of the highway system and allows for agreements with ODOT and political subdivisions.
- 1.2 In order to facilitate economic development in the area in and around the I71/US36-SR37 Corridor in Berkshire Township, the parties of this agreement desire to establish proposed funding mechanisms for certain traffic improvements to the existing road network in a phased approach over a twenty (20) year period.
- 1.3 ODOT has evaluated and approved a Traffic Impact Study (TIS) (the “Tanger/Simon Outlets Traffic Study”) submitted on behalf of Columbus Outlets, LLC (“Company”), that requires certain road infrastructure improvements for its initial opening (said initial opening, the “Tanger/Simon Outlets Development”) on land described as “Tanger/Simon Outlets Center Site” in attached **Exhibit A** to this Addendum, (collectively, the “Opening Day Traffic Improvements”) and long-term improvements that are needed in the full build year 2035 subject to future economic development on property adjacent to the land of the Company that is beyond the control of the Company.
- 1.4 **Opening Day Traffic Improvements.** The Opening Day Traffic Improvements are described on **Exhibit B**. All of the Opening Day Traffic Improvements are to be completed on or before the date of the Tanger/Simon Outlets Development, provided however, that the widening of the I-71 Ramp will be completed as soon as practicable, and is required to be complete within one year of the opening of the Tanger/Simon Outlets. It is anticipated that regardless of their date of completion, the costs of the Opening Day Traffic Improvements will be financed as a whole. The expected cost of the Opening Day Improvements is approximately Seventeen Million Six Hundred Thousand Dollars (\$17,600,000).
- 1.5 The **Design Year Traffic Improvements** are described on **Exhibit C**. It is anticipated that the Design Year Traffic Improvements will need to be fully built by 2035. The actual date of the installation of those improvements may be advanced or delayed based on actual development needs.
- 1.6 The Tanger/Simon Outlets Development will be constructed on the Tanger/Simon Outlets Center Site, an approximately 57-acre parcel of land which is more specifically depicted or described in attached **Exhibit A**.
- 1.7 After discussions with the Company and Berkshire Township (the “Township”), the County and ODOT understand that the Company, ODOT, the County and the Township will work together to fully fund the Opening Day Traffic Improvements and to secure in part the future funding of the Design Year Traffic Improvements (the Opening Day Traffic Improvements and the Design Year Traffic Improvements are collectively referred to herein as the “Tanger/Simon Traffic Improvements”), and, to the extent possible, the funding of future improvements at the present interchange of US36/SR37 and I-71 PID90200 and subsequent related projects (such improvements, together with the Tanger/Simon Traffic Improvements are referred to herein as the “Project”).
- 1.8 The purpose of this Addendum is to set forth (a) the conditions under which ODOT and the County shall provide approval for the construction of the Tanger/Simon Traffic Improvements, (b) a description of how the Tanger/Simon Traffic Improvements will be funded and (c) provide a framework for funding of future development and for the Project. In addition, this agreement is intended to provide a framework for the funding of additional public improvements that will benefit the Tanger/Simon Outlets Center Site and the development thereon.

2. PROVISION FOR AND FUNDING OF THE TANGER OUTLETS TRAFFIC IMPROVEMENTS

- 2.1 **Opening Day Traffic Improvements.** The parties anticipate that the Opening Day Traffic Improvements shall be initially financed and constructed by the Company, with the Company being entitled to reimbursement for its costs of construction, including but not limited to costs associated with the design, permitting and construction of and financing costs, as that term is defined in Ohio Revised Code Section 133.01, for such Opening Day Traffic Improvements, with the full amount of that reimbursement, which shall not exceed Seventeen Million Six Hundred Thousand Dollars (\$17,600,000), being allocated from the following sources, subject to formal approval by the legislative body of the political subdivision with jurisdiction over the respective source:
 - 2.1.1 County Contribution. The County shall appropriate, in the 2015 fiscal year, the total sum of Eight Million Dollars (\$8,000,000) to be paid to the Company for the exclusive purpose of paying the costs of the Opening Day Traffic Improvements (the “County Contribution”). The County shall pay to the Company the full amount so appropriated on or before the initial

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opening date of the Tanger/Simon Outlets Development; provided, however, the County may require documentation sufficient, in the County's sole discretion, to support the actual costs of the Opening Day Traffic Improvements and may withhold payment to the extent that the actual costs of the Opening Day Traffic Improvements are less than the County Contribution, whereupon the remaining balance of the County Contribution not needed for the Opening Day Traffic Improvements shall be held in reserve by the County for later application towards the costs of the Design Year Traffic Improvements.

- 2.1.2 **Tax Increment Financing.** The Township or the County will authorize the exemption from real property taxation of the improvements (as defined in Revised Code Section 5709.73 or Section 5709.77) attributable to the Tanger/Simon Outlets Development and require the owners of the properties so exempted to make annual service payments in lieu of taxes in an amount equal to the taxes that would have otherwise been paid. Said annual service payments shall be contributed to the Company to reimburse the Company for its costs incurred in connection with the acquisition and construction of the Opening Day Traffic Improvements or shall be used or contributed towards the payment of obligations issued to pay costs of the Opening Day Traffic Improvements (with the proceeds of such obligations being paid to the Company as payment for its costs incurred in constructing the Opening Day Traffic Improvements). Any service payments remaining to be paid after the reimbursement of the Company or payment of obligations shall be used first to pay for the Design Year Traffic Improvements and then to pay costs of public improvements that directly benefit the Tanger/Simon Outlets Development. The percentage of the exemption, the term of the exemption, and any compensation to be paid to other political subdivisions shall be set forth in the development agreement required in Section 2.1.4 of this Addendum.
- 2.1.3 **New Community Authority.** To the extent permitted by law, the County shall consider for approval any legally sufficient petition for the formation of or amendment to a new community authority reasonably necessary to provide for the inclusion of the Tanger/Simon Outlets Site and any additional lands identified (to the extent the owners thereto shall consent) in a new community authority (the "New Community Authority"). The New Community Authority will levy a community development charge (the "Charge") equal to or greater than ½ of 1 percent of all retail sales occurring on the Tanger/Simon Outlets Site and may levy additional community development charges. The Charge shall be, and any additional community development charges may be, applied in full upon collection to the costs of the Simon/Tanger Traffic Improvements until such time as the costs of the Simon/Tanger Traffic Improvements have been fully paid, whereupon the Charge may be applied in accordance with Chapter 349 of the Ohio Revised Code and the New Community Authority's organizational and governing documents. The amount of the Charge and the specific allocation of the proceeds thereof shall be set forth in the development agreement required in Section 2.1.4 of this Addendum.
- 2.1.4 **Development Agreement.** The respective obligations of the Township, the County, the New Community Authority, and the Company will be set forth in a definitive Development Agreement to be signed by the County, the New Community Authority, and the Company and, if necessary, the Township and the statutory developer of the New Community Authority no later than the date which is 45 days after the New Community Authority Board shall hold its first meeting. A copy of the fully-executed Development Agreement will be provided to ODOT, and ODOT shall be specifically named as a third-party beneficiary in the Development Agreement. ODOT shall have the right to review and approve the Development Agreement, provided that such approval shall not be unreasonably withheld, delayed or conditioned.. In the event the Development Agreement is not signed within 90 days after the date on which the New Community Authority Board shall have its first meeting, either party may cancel this Addendum by delivering written notice to the other party and the Township and the Company.
- 2.1.5 The Company shall finance, let all contracts for construction of, and shall administer and manage the Construction of the Opening Day Traffic Improvements as described in Section 1.4.
- 2.2 **Design Year Traffic Improvements.** The parties anticipate the Design Year Traffic Improvements, if and when required, will be constructed by ODOT, and will be financed by an appropriate entity utilizing the following sources:
 - 2.2.1 Revenues from the Charge and any other community development charges the New Community Authority pledges to the Design Year Traffic Improvements.
 - 2.2.2 TIF Revenues to be derived from the Tanger/Simon Development or from additional development on all or a portion of the real property located in proximity to the Tanger/Simon Development, to the extent that the Design Year Public Improvements benefit such sites.
 - 2.2.3 The remainder, if any, of the County Contribution.

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2.2.4 Such other revenues as the parties may obtain.

It is anticipated that costs of the Design Year Traffic Improvements may be amortized over 30 years, to the extent permitted by law and to the extent that such financing is feasible. In the event that it is determined that certain Design Year Traffic Improvements are not to be completed (because they are no longer needed), any reallocation of funds from the NCA to other projects may be made only to the Project or to other improvements as set forth in Section 2.1.3.

The Preliminary Financing Plan for the Tanger/Simon Improvements is attached as Exhibit D. The parties understand that this Financing Plan is a statement of present intention only and is subject to change based on market conditions and subsequent events.

3. OBLIGATIONS OF ODOT

3.1 ODOT agrees that (a) if the Company agrees to finance and construct the Opening Day Traffic Improvements as contemplated in the Tanger/Simon Outlets Traffic Study, and agrees to make the Charge and TIF Revenues available as described in Section 2.1 and (b) the New Community Authority, and/or the Township shall, subject to prior appropriation by the applicable legislative body, make available revenues which are sufficient to finance the Design Year Traffic Improvements, not to exceed Sixteen Million Five Hundred Thousand Dollars (\$16,500,00) (including but not limited to excess Charges, excess TIF Revenues from the Tanger/Simon Development, TIF revenues from future development and additional contributions from benefited landowners), ODOT shall take such steps as may be necessary to facilitate the construction of and ultimately the financing of the Tanger/Simon Traffic Improvements, it being understood that ODOT shall have no obligation to expend funds in connection with the construction of the Tanger/Simon Traffic Improvements.

4. OBLIGATIONS OF COUNTY

4.1 County agrees to reasonably cooperate with ODOT and the parties to the Development Agreement to facilitate the acquisition, construction and financing of the Tanger/Simon Traffic Improvements as provided in Article 3. County agrees to cooperate with the Company, to the extent feasible and consistent with existing laws and regulations, to provide necessary approvals as soon as may be reasonably practicable and to promptly consider the requests of the Company, ODOT and the Township in connection with the Tanger/Simon Outlets Development and the Tanger/Simon Traffic Improvements.

4.2 The County will exercise reasonable efforts to secure from the New Community Authority a guaranty in favor of ODOT regarding the completion of the Design Year Improvements and specifically requiring the New Community Authority to provide or cause to be provided the monies necessary to pay for the Design Year Traffic Improvements on demand from ODOT, subject only to prior appropriation by the New Community Authority Board of Trustees. Notwithstanding anything to the contrary in this Addendum, the amount to be contributed by the County shall not exceed Eight Million Dollars (\$8,000,000), and the County shall have no obligations whatsoever beyond such amount.

The parties acknowledge and agree that any financial obligation of the County for which certification of existing appropriation is not made by the County's fiscal officer at the time this Agreement is executed shall be subject to a prior appropriation by the Delaware County Board of County Commissioners and nothing herein shall be interpreted to characterize the County's obligations hereunder as a general obligation debt or bonded indebtedness, or a pledge of the full faith and credit of or taxes levied by the County.

5. CONSTRUCTION AND MAINTENANCE

5.1 ODOT will assume responsibility for all aspects of the construction of the Tanger/Simon Traffic Improvements, except for the Opening Day Traffic Improvements. The Opening Day Improvements will be constructed by the Company or its designee via permit. It is understood and agreed that all design and construction decisions are within the sole discretion of the Director of Transportation and the decisions of the Director are final. All funds derived from the Tanger Simon Development will be used first to pay for the required Tanger/Simon Traffic Improvements and not for any other purpose unless ODOT agrees that the balance of the Tanger/Simon Improvements are not required. ODOT and the County will cooperate and collaborate with the Company in the development of the Opening Day Traffic Improvements. ODOT and the County will collaborate and cooperate as necessary for the balance of the Traffic Improvements.

6. TERMINATION AND SUSPENSION

6.1 In the event the Company provides written notice to the County and ODOT of its intent not to proceed with the Tanger/Simon Outlet Mall either the County or ODOT may in their discretion, terminate or suspend the application of this Addendum pending the resolution of any issues. This Agreement shall not otherwise be terminable by the parties.

7. GENERAL PROVISIONS

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- 7.1 Entire Agreement. This Addendum, together with the Original Agreement, constitutes the entire and integrated agreement between the parties insofar as it relates to the Tanger/Simon Traffic Improvements. Any change to the provisions of the Agreement shall be made by written amendment executed by all of the parties.
- 7.2 Notices. All notices to be given under this Agreement shall be in writing and mailed by certified mail to:
- IF TO ODOT:
- Ohio Department of Transportation
District 6
400 E. William Street
Delaware, Ohio 43015
Attn: Ferzan M. Ahmed, District Deputy Director
- IF TO THE COUNTY:
- Delaware County
101 N. Sandusky Street,
Delaware, Ohio 43015
- Attention: Administrator
- IF TO THE COMPANY:
- Columbus Outlets, LLC
105 Eisenhower Parkway
Roseland, NJ 07068
- IF TO THE TOWNSHIP
- Berkshire Township
1454 Rome Corners Road
Galena, Ohio 43201
- Attention: Administrator
- 7.3 Third Party Beneficiaries. As the Company will be undertaking the construction and financing of the Opening Day Traffic Improvements, and taking such steps as may be necessary to facilitate the financing of the Opening Day Traffic Improvements and providing additional revenue streams for the Project in reliance of the covenants of the parties contained in this agreement, the Company shall be deemed to be a third party beneficiary of this Addendum. No provision of this Agreement shall be amended in a manner that adversely affects the interests of the Company or the Tanger/Simon Outlets Center without the written consent of the Company.
- 7.4 Governing Law. This Agreement will be construed and interpreted and the rights of the parties determined under the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and ODOT, County and Company hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.5 Any person executing this Addendum in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party's behalf.
- 7.6 Enforceability. Each obligation of ODOT and the County required to be undertaken pursuant to this Addendum are binding upon ODOT, the County and the Township, and upon each officer or employee thereof as may have from time to time the authority under law to take any action on behalf of the Issuer which may be necessary to perform all or any part of that obligation, as a duty of ODOT, the County and the Township and of each of those officers and employees resulting from an office, trust, or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.
- 7.7 Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

**EXHIBIT A
TANGER SIMON OUTLETS DEVELOPMENT**

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EXHIBIT B
OPENING DAY TRAFFIC IMPROVEMENTS

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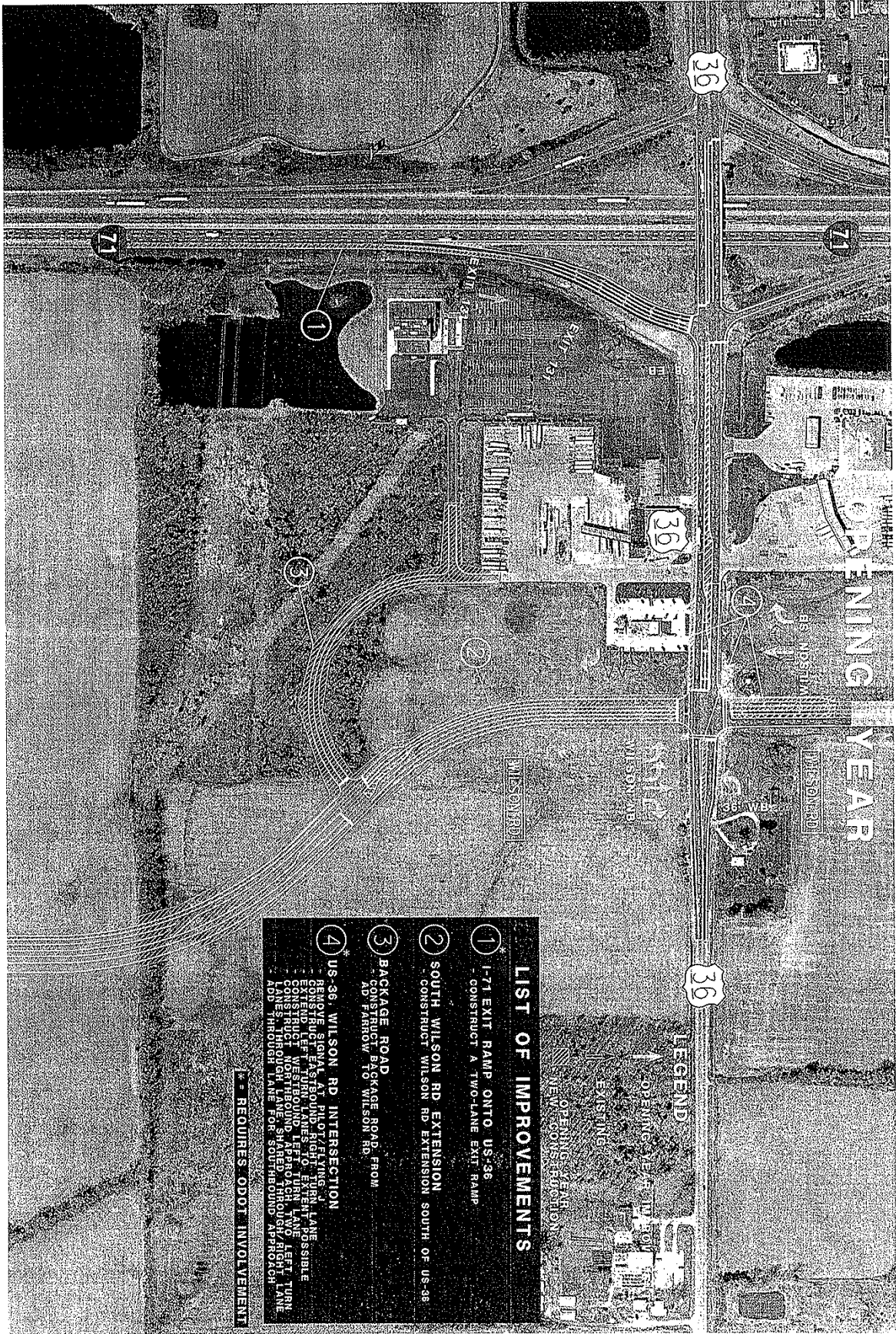


EXHIBIT C
DESIGN YEAR TRAFFIC IMPROVEMENTS

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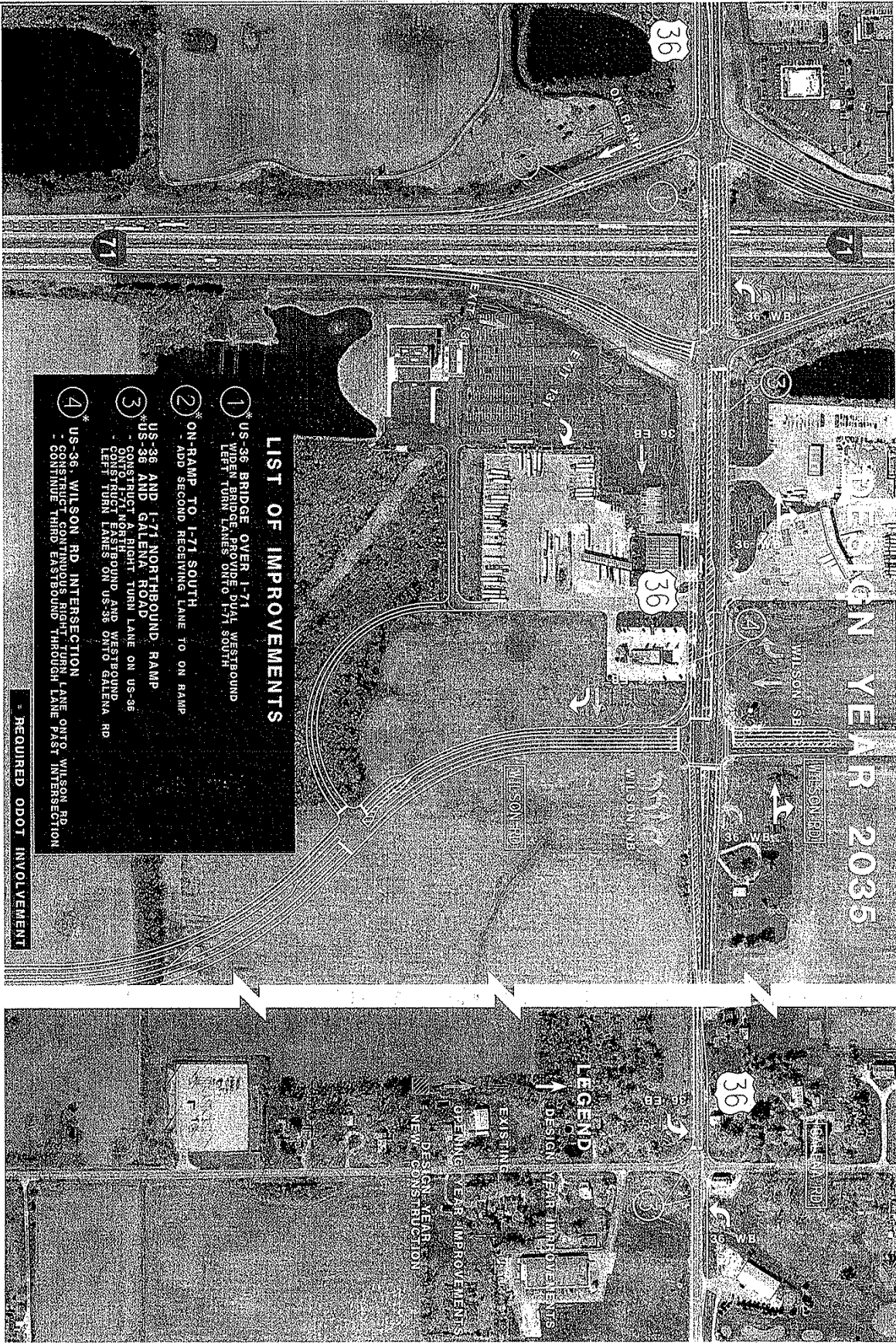


EXHIBIT D
FINANCING PLAN

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EXHIBIT D TO ADDENDUM A

<i>Berkshire Landing New Community Authority Tanger-Simon Outlet Center Project Opening Day Improvements</i>		<i>FINAL</i>
<i>Preliminary Sources & Uses of Funds Schedule A</i>		
Sources of Funds		Opening Day Improvements
Bond Proceeds	\$	10,075,000
County Contribution		8,000,000
Additional Required Contribution		734,000
Total Sources	\$	18,809,000
Uses of Funds		
Opening Day Improvements	\$	17,600,000
Bond Reserve Fund (10% of Bond Amount)		1,007,500
Estimated Bond Transaction Costs (2% of Bond Amount)		201,500
Total Uses	\$	18,809,000

<i>Berkshire Landing New Community Authority Tanger-Simon Outlet Center Project Design Year Improvements (Funded in 2026)</i>		<i>FINAL</i>
<i>Preliminary Sources & Uses of Funds Schedule A</i>		
Sources of Funds		Design Year Improvements (Issued 2026)
Senior Bond Proceeds	\$	9,720,000
Excess TIP Revenues through 2026		734,593
Excess NCA Revenues through 2026		7,214,242
Total Sources	\$	17,668,834
Uses of Funds		
Design Year Improvements (2026)	\$	16,500,000
Bond Reserve Fund (10% of Bond Amount)		972,000
Estimated Bond Transaction Costs (2% of Bond Amount)		196,834
Total Uses	\$	17,668,834
<i>This analysis relies on certain assumptions deemed to be reasonable, however such assumptions are subject to market conditions, and no representations or warranties can be given regarding accuracy of all of the assumptions herein.</i>		
Long Economic Development Advisors, LLC		12/09/14

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*Berkshire Landing New Community Authority
Tanger-Simon Outlet Center Project
Opening Day Improvements*

FINAL

*Preliminary Sources & Uses of Funds
Schedule A*

Sources of Funds	Opening Day Improvements
Bond Proceeds	\$ 10,075,000
County Contribution	8,000,000
Additional Required Contribution	734,000
Total Sources	\$ 18,809,000

Uses of Funds	
Opening Day Improvements	\$ 17,600,000
Senior Bond Reserve Fund (10% of Bond Amount)	1,007,500
Estimated Bond Transaction Costs (2% of Bond Amount)	201,500
Total Uses	\$ 18,809,000

Berkshire Landing New Community Authority Tanger-Simon Outlet Center Project Design Year Improvements (Funded in 2021)		FINAL
Preliminary Sources & Uses of Funds Schedule A		
Sources of Funds		Design Year Improvements (Issued 2021)
Senior Bond Proceeds	\$	10,075,000
Subordinate Bond Proceeds		3,235,000
Excess TIF Revenues through 2021		11,055
Excess NCA Revenues through 2021		3,466,933
Additional Required Contribution		1,132,429
Total Sources	\$	17,920,417
Uses of Funds		
Design Year Improvements (2021)	\$	16,500,000
Capitalized Interest (Subordinate Bonds)		146,716
Senior Bond Reserve Fund (10% of Bond Amount)		1,007,500
Estimated Bond Transaction Costs (2% of Bond Amount)		266,200
Total Uses	\$	17,920,416
<i>This analysis relies on certain assumptions deemed to be reasonable, however such assumptions are subject to market conditions, and no representations or warranties can be given regarding accuracy of all of the assumptions herein.</i>		
Long Economic Development Advisors, LLC		12/09/14

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1422

9:45AM RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF AN UNUSED PORTION OF THE RIGHT OF WAY OF COUNTY ROAD 13 (OLDE WORTHINGTON ROAD) IN ORANGE TOWNSHIP DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to reconvene the hearing at 10:18 AM.

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-1423

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF AN UNUSED PORTION OF THE RIGHT OF WAY OF COUNTY ROAD 13 (OLDE WORTHINGTON ROAD) IN ORANGE TOWNSHIP DELAWARE COUNTY, OHIO TO THURSDAY FEBRUARY 5, 2015 AT 9:45AM:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to continue the public hearing to Thursday February 5, 2015 at 9:45AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

WITHOUT OBJECTION, COMMISSIONER O’BRIEN’S REQUEST THAT THE PROPOSED RESOLUTION (IN THE MATTER OF SUSPENDING WORK UNDER CONTRACTS IN FURTHERANCE OF THE SAWMILL PARKWAY EXTENSION PROJECT OR, IN THE ALTERNATIVE, TERMINATING CONTRACTS IN FURTHERANCE OF THE SAWMILL PARKWAY EXTENSION PROJECT) BE MOVED TO MONDAY, WAS GRANTED.

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-There were a couple of items on the agenda today that the staff has worked hard on and wanted to extend his appreciation for their efforts.

Commissioner Merrell
-We are expecting recommendations to be made by Director Jenkins concerning consultants for the Master Sewer Plan soon.

RESOLUTION NO. 14-1424

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:23 AM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1425

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 11:09 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien