

# November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3 Daylight Saving Time Ends	4 7:00 pm City Council	5 Election Day	6	7	8 8:00 am - Joint Mtg Finance & Budget Committee and City Council/Review 2020 Budget	9 8:00 am - Joint Mtg Finance & Budget Committee and City Council/Review 2020 Budget
10	11 6:15 pm Electric Comm. 6:15 pm BOPA 7:00 pm Water/Sewer 7:30 pm Muni Prop. Comm.	12 4:30 pm BZA 5:00 pm Planning Comm.	13	14	15	16
17	18 6:00 pm Park & Rec Comm. 6:00 pm Tree Commission 7:00 pm City Council	19	20	21	22	23
24	25 6:30 pm Finance & Budget 7:30 pm Safety & HR Comm (w/Townships)	26 4:30 pm Civil Service	27 6:30 pm Park & Rec Board	28 Thanksgiving Day	29	30
				CITY OFFICES CLOSED	CITY OFFICES CLOSED <i>Floating Holiday</i>	

## CITY COUNCIL

### MEETING AGENDA - AMENDED

**Monday, November 04, 2019 at 7:00 pm**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

**A. Attendance** (Noted by the Clerk)

**B. Prayer and Pledge of Allegiance**

**C. Appointment to Vacant Council Seat**

**D. Swearing-in of Councilmembers**

**E. Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)

1. October 21, 2019 Regular Council Meeting Minutes.

**F. Citizen Communication**

**G. Reports from Council Committees**

1. Finance and Budget Committee met on Monday, October 28, 2019; and
  - a. reviewed the 2020 proposed draft Revenue Estimates and 2020 Income Tax projection
  - b. reviewed the 2020 Debt Payments, and
  - c. discussed items appropriated to the 400 Capital Fund
2. Safety and Human Resources Committee scheduled for October 28, 2019 was canceled due to lack of agenda items.
3. Technology Committee did not meet tonight due to lack of agenda items.

**H. Reports from Other Committees, Commissions and Boards** (*Informational Only-Not Read*)

1. Parks and Recreation Board met on Wednesday, October 30, 2019, and
  - a. approved the shelter house rental rate schedule as amended by the Parks and Rec Committee, and
  - b. approved the 2020 Budget Requests for the Parks and Recreation Department.

**I. Introduction of New Ordinances and Resolutions**

1. **Ordinance No. 075-19**, an Ordinance Approving the Execution of an Efficiency Smart Schedule with American Municipal Power, Inc.; and Declaring an Emergency
2. **Ordinance No. 076-19**, an Ordinance Amending Chapter 955.10 of the Codified Code of Ordinances of the City of Napoleon, Ohio regarding current Shelter House/Community Center Rental Rates
3. **Resolution No. 077-19**, a Resolution Approving the Provisions of a Certain Collective Bargaining Agreement between the City of Napoleon, Ohio and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the Term Commencing from December 1, 2019 through November 30, 2022, Authorizing the City Manager to Execute the same; and Declaring an Emergency (Suspension Requested)

**J. Second Readings of Ordinances and Resolutions**

1. **Ordinance No. 072-19**, an Ordinance Amending the City Income Tax Code, Section 194.03 Definitions, to Adopt Sections 718.01(YY) and 718.01(ZZ) of the Ohio Revised Code, and Declaring an Emergency
2. **Resolution No. 073-19**, a Resolution Approving a Fifty Dollar (\$50.00) Surcharge to City of Napoleon, Ohio Health Insurance Premiums, Amending Resolution No. 012-18; and Declaring an Emergency (Suspension Requested)

**K. Third Readings of Ordinances and Resolutions** - None

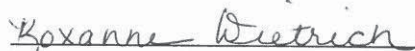
**L. Good of the City** (any other business as may properly come before Council, including but not limited to):

1. **Discussion/Action:** Award of Park Street Improvements ~ Phase III (L.T.C.P. Project No. 17C ~ Partial) Project
2. **Discussion/Action:** Approval of Specifications for Chemicals for the Water Treatment Plant and Wastewater Treatment Plant FY2020
3. **Discussion/Action:** Investment Update by Eileen Stanic from Meeder
4. **Discussion/Action:** Regarding Ohio Revised Code Section 9.68 and Napoleon Codified Sections 549.08, 549.09, 505.11, and 505.15
5. **Discussion/Action:** Amending the Allocation of Funds for 2020 (direct the Law Director to Draft Legislation)
6. **Discussion/Action:** Expenditures Exempting Bids for the Year 2020 (direct the Law Director to Draft Legislation)
7. **Discussion/Action:** Expenditure of Funds in Excess of Twenty-five Thousand Dollars (\$25,000.00) in and for the Year 2020 (direct the Law Director to Draft Legislation)
8. **Discussion/Action:** Phase 1 – Digester Covers and Sludge Removal Improvements Project (direct the Law Director to Draft Legislation)
9. **Discussion/Action:** Napoleon Aquatic Center Pool / Bath House Demolition Project (direct the Law Director to Draft Legislation)
10. **Discussion/Action:** Appointment of an OMEA Delegate.
11. **Discussion/Action:** Acceptance of Donation to the K-9 Unit.

**M. Executive Session.** (*Economic Development, Pending Litigation*)

**N. Approve Payment of Bills.** (*In the absence of any objections or corrections, the payment of bills and financial reports shall stand approved.*)

**O. Adjournment.**



Roxanne Dietrich  
Clerk of Council



## Henry County Democrat Party

PO BOX 403 Napoleon, OH 43545

**419-906-4813**

Democratshenrycounty@gmail.com

October 31, 2019

Dear Mr. Bialorucki,

The Henry County Democrat Party, knowing that there are two months left on the term Jeff Comadoll has vacated, would like the Napoleon City Council to appoint the appropriate person to fill his term. We understand the importance of continuity and, with budget hearings and a new year upon the city, we would like to add to a smooth transition.

The Henry County Democrat Party

Mary Detmer, Party Chair







# City of NAPOLEON, Ohio

255 West Riverview Avenue • P.O. Box 151

Napoleon, Ohio 43545-0151

Phone: (419) 592-4010 • Fax: (419) 599-8393

Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

HAND DELIVERED NOVEMBER 1, 2019

**Mayor**  
Jason Maassel

November 1, 2019

**Members of Council**  
Joseph D. Bialorucki, President  
Daniel L. Baer, President Pro-Tem  
Jeff Comadoll  
Jeff R. Mires  
Lori Siclair  
Ken Haase

Ms. Mary Detmer  
Henry County Democratic Party-Central Committee  
632 Leonard Street  
Napoleon, Ohio 43545

RE: Vacancy on Napoleon City Council as of November 1, 2019

Dear Ms. Detmer:

As the Clerk of Council for the City of Napoleon, Ohio, I am informing you as the Chairman of the Henry County Democratic Party that Mr. Jeffrey Comadoll, an elected City Council Person, has notified City Council of his resignation effective October 31, 2019. This resignation creates a vacancy on City Council for the remainder of his unexpired term ending December 31, 2019. Our records indicate Jeffrey Comadoll was a registered Democrat when he last ran and was elected.

Pursuant to the City Charter Section 2.08 Vacancies, "If a vacancy occurs on Council and within thirty (30) days thereafter, those Central Committee members living in the City, from the same political party as the vacated member at the time of his or her election or appointment to Council, may recommend to Council a person to fill the vacancy for the unexpired term" (please see City Charter Section 2.08 Vacancies attached). Section 2.02 Qualifications describes the eligibility for a person to be a Council Member (attached is a copy of City Charter Section 2.02 Qualifications).

If the Central Committee members living in the City choose to recommend a person to City Council to fill this vacancy, then please provide the name of this person (being a qualified elector of the City) by no later than Monday, December 1, 2019 or any time sooner is acceptable. If the Central Committee decides not to provide a person's name, then please inform me of that decision as soon as possible. Please send all responses on this issue in writing to my attention.

Respectfully,

*Roxanne Dietrich*

Roxanne Dietrich  
Clerk of Council

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cc: Members of City Council  
Mayor Jason Maassel  
Joel L. Mazur, City Manager  
Billy D. Harmon, City Law Director

## City Council MEETING MINUTES

Monday, October 21, 2019 at 7:00 pm

### PRESENT

Councilmembers

Joseph D. Bialorucki-Council President, Daniel L. Baer-Council President Pro-Tem, Travis Sheaffer, Jeff Comadoll, Jeff Mires, Lori Sicclair, Ken Haase

Mayor

Jason P. Maassel

City Manager

Joel L. Mazur

City Law Director

Billy D. Harmon

City Finance Director

Kelly O'Boyle

City Staff

Dave Mack-Chief of Police, Clayton O'Brien-Fire Chief,  
Tony Cotter-Director of Parks and Recreation, Dennie Clapp, Electric Dist. Supt.

Recording Secretary

Roxanne Dietrich

Others

News Media

### ABSENT

### Call to Order

Council President Bialorucki called the meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.

### Swearing in of Patrolman

Mayor Maassel swore in Patrolman Nicholas Jones.

### Approval of Minutes

Hearing no objections or corrections, the minutes from the October 07, 2019 Regular Council Meeting stand approved as presented.

### Citizen Communication

None.

### Committee Reports

Sheaffer, Chairman of the Electric Committee reported the committee met on Monday, October 14, 2019 and approved the PSCAF for October 2019 and recommended Council enter into a three-year agreement for the Efficiency Smart Enhanced Program.

The Water, Sewer, Refuse, Recycling and Litter Committee did not meet on October 14, 2019 due to lack of agenda items.

The Municipal Properties, Building, Land Use and Economic Development Committee was canceled due to lack of agenda items.

The Parks and Recreation Committee met earlier tonight and discussed shelter house rates.

### Introduction of Ordinance No. 069-19 Transfer Appropriation No. 3

Council President Bialorucki read by title, **Ordinance No. 069-19**, an Ordinance Authorizing the Finance Director to make Appropriation Transfers (Transfer of Appropriation 3) from One Appropriation Line Item to Another Appropriation Line Item Pursuant to O.R.C. Section 5705.40 for the Fiscal Year Ending December 31, 2019 as listed in Exhibit "A"; and Declaring an Emergency.

Motion: Siclair Second: Sheaffer  
to approve First Read of Ordinance No. 069-19.

O'Boyle stated these are part of the third quarter budget adjustments that were approved by the Finance and Budget Committee, there has not been any changes. Bialorucki asked what the reason was for requesting suspension. O'Boyle replied so the legislation can go into effect, we have some bills waiting.

Motion: Sheaffer                      Second: Haase  
to suspend the rules requiring three readings of Ordinance No. 069-19.

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Roll call vote to pass Ordinance No. 069-19 under Suspension and Emergency:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Council President Bialorucki read by title, **Ordinance No. 070-19**, an Ordinance Supplementing the Annual Appropriation Measure (Supplement No. 6) for the Year 2019; and Declaring an Emergency.

Motion: Sheaffer                      Second: Mires  
to approve first read of Ordinance No. 070-19.

O'Boyle said this is part of the third quarter budget adjustments that was approved by the Finance and Budget Committee and also includes the turnout gear for the Fire Department.

Motion: Sheaffer                      Second: Haase  
to suspend the rules requiring three readings of Ordinance No. 070-19.

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Roll call vote to pass Ordinance No. 070-19 under Suspension and Emergency:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Council President Bialorucki read by title **Resolution No. 071-19**, a Resolution Authorizing the Finance Director to Transfer Certain Fund Balances from Respective Funds to Other Funds per Section 5705.14 ORC on an as needed basis in Fiscal Year 2019, listed in Exhibit "A", Transfer 3; and Declaring an Emergency.

Motion: Sheaffer                                  Second: Comadoll  
to approve First Read of Resolution No. 071-19.

O'Boyle stated this is the final piece of the third quarter budget adjustments, it's transferring money from the General Fund to the Economic Development Fund to cover our supplemental on Ordinance No. 070-19.

Motion: Comadoll                      Second: Sheaffer  
to suspend the rules requiring three readings of Resolution No. 071-19.

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Roll call vote to pass Resolution No. 071-19 under Suspension and Emergency:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Council President Bialorucki read by **Ordinance No. 072-19**, an Ordinance Amending the City Income Tax Code, Section 194.03 Definitions, to Adopt Sections 718.01(Y) and 718.01(Z) of the Ohio Revised Code, and Declaring an Emergency.

Motion: Sheaffer                                  Second: Mires  
to approve First Read of Resolution No. 072-19.

O'Boyle reported this is adding the definition of pension and the retirement benefit plan that was passed by a budget bill and is effective on or after January 1, 2020. Maassel asked if this will have a material impact on the amount of income we are assuming to get in 2020 for income tax. O'Boyle said we can check that.

Roll call vote to approve first read of Resolution No. 072-19.  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Council President Bialorucki read by title, **Resolution No. 073-19**, a Resolution Approving a Fifty Dollar (\$50.00) Surcharge to City of Napoleon, Ohio Health Insurance Premiums, Amending Resolution No. 012-18; and Declaring an Emergency.

Motion: Haase    Second: Siclair  
to approve first read of Resolution No. 073-19.

Mazur reported the Health Care Cost Committee recommended Council proceed with the healthcare plan that was provided by staff at the last meeting



Passed  
Yea-6  
Nay-1

# Introduction of Ordinance No. 074-19 Supplement No. 7

## Motion to Approve First Read of 071-19

O'Boyle reported Municipal Court received a technology grant award in April of 2019 in the amount of \$67,899. The court has a contract with Henschens so this is a supplemental so they can pay their bill for the upgrade.

Motion: Comadoll                      Second: Haase  
to suspend the rules requiring three readings of Ordinance No. 074-19.

Passed  
Yea-7  
Nay-0

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

Passed  
Yea-7  
Nay-0

Roll call vote to pass Ordinance No. 074-19 under Suspension and Emergency:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

No legislation was presented for second reading.

**Third Reading  
Ordinance No. 060-19  
City Master Plan**

Council President Bialorucki read by title **Ordinance No. 060-19**, an Ordinance Adopting a Revised Comprehensive Plan with Thoroughfare Plan Provisions in and for the City of Napoleon, Ohio.

## Motion to Approve Third Read of 060-19

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<b>Discussion</b>	Mazur stated this legislation is for the City Wide Master Plan. Once it is passed it will be adopted and we can move forward with the items outlined in the Master Plan.
<b>Passed</b> <b>Yea-7</b> <b>Nay-0</b>	Roll call vote to Pass Ordinance No. 060-19 on Third Read: Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer Nay-
<b>Third Reading</b> <b>Ordinance No. 061-19</b> <b>Low Speed Vehicles / Golf Carts</b>	Council President Bialorucki read by title, <b>Ordinance No. 061-19</b> , an Ordinance Amending Chapter 301 – Definitions, and Enacting Chapter 343 – Operation of Low Speed Vehicles, Under-Speed Vehicles, Utility Vehicles, or Mini-Trucks, relative to the Traffic Code; and Declaring an Emergency.
<b>Motion to Approve</b> <b>Third Read of 061-19</b>	Motion: Mires Second: Siclair to approve Third Read of Ordinance No. 061-19.
<b>Discussion</b>	Mazur reported this is the third and final read for the ordinance that allows for slow moving vehicles that are licensed, inspected and have the proper seat belts and following the state statute can only be on roads of 35 mph or less. There is nothing new to report. Comadoll asked are you going to make everyone with a golf cart at the Henry County Fair get a license? Maassel asked do they cross the street? Comadoll responded 80% of the people camp on the southside and have a golf cart there. Harmon said they have to follow all the rules. Sheaffer added this whole thing became an issue because a development on the south side will not put a path on their property so people can drive carts back and forth from the project to the Senior Center. Just because the State of Ohio deems it allowable to do this, we've seen in the State of Ohio the legislators really don't give a crap what the municipalities or citizens think that is obvious in HB6 and then other legislation they are trying to press down that will negatively affect municipalities. I wouldn't look to the State of Ohio as a guidance source. Mazur commented would the fairgrounds allow for people who do have golf carts that are across the street at the campground to park the golf carts on site so they can get them from day-to-day. I don't know if that is an option or if there is room to do something like that. I can have a conversation with Wayne Michaelis or one of the other fairground board members.
<b>Passed</b> <b>Yea-5</b> <b>Nay-2</b>	Roll call vote to pass Ordinance No. 061-19 on Third Read: Yea-Mires, Haase, Siclair, Baer, Bialorucki Nay-Comadoll, Sheaffer
<b>Third Reading</b> <b>Resolution No. 063-19</b> <b>Purchase of Electric Department Line Truck</b>	<b>Resolution No. 063-19</b> , a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Purchasing a 2019 Terex Vehicle for the City of Napoleon Electric Department, and to Sole Source said Purchase to Terex Utilities, Inc.; and Declaring an Emergency.

**Motion to Approve Third  
Read of 063-19**

Motion: Comadoll  
Second: Haase  
to approve Third Read of Resolution No. 063-19.

**Discussion**

Mazur had nothing new to report for 063-19.

**Passed**

**Yea-7**

**Nay-0**

Roll call vote to pass Resolution No. 063-19 on Third Read:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

**October 2019 Power  
Supply Cost Adjustment  
Factor**

Mazur reported our load was down again this month, I don't suspect that will be sustained. Hopefully we can continue to grow our load to make the rates cheaper. The usage for July and August was way up greatly reducing our long on power.

**Motion to Approve the  
October 2019 PSCAF**

Motion: Sheaffer  
Second: Siclair  
to approve the Power Supply Cost Adjustment Factor for October 2019 as PSCA 3-month averaged factor \$0.00794 and JV2 \$0.021949.

**Passed**

**Yea-7**

**Nay-0**

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

**Efficiency Smart  
Program**

Mazur introduced Tom Coyle from Efficiency Smart. Tom is the man behind the scenes and operation of Efficiency Smart. One of the questions I have been asked was, why are we trying to help customers reduce their load when we just talked about increasing our load and we are in business to sell our load. The Efficiency Smart program is a great job retention and economic development tool for the City. Our current contract expires at the end of this year and we are requesting legislation be drafted to enter into new contract with Efficiency Smart, this program is saving companies a lot of money right now. Tom Coyle presented the following information on Efficiency Smart. The program costs you \$1.40/mw of your retail sales and we focus on megawatt hour savings. We are saving you .5% annually on the amount of megawatt hours that you are selling with a 70% guarantee on that. Napoleon is in the transmission zone called Effie where your transmission costs are jumping by leaps and bounds every year. We were asked to specifically find a way to attack the transmission costs and not just focus on the megawatt hours. We designed a two-tier program, we will continue to do what we have been and will also focus on lowering the summer kw peak that will help lower your transmission costs. You are looking at the enhanced program and that cost is \$1.65/mwh. With that program you get the peak goal that will save you .5% on megawatt hours and will also save .6% on your summer kw annually over each of the three years. Each of the numbers is guaranteed at the 70% that we have always provided. Mazur pointed out we have talked about being long on power, that was the big driver and we really have to attack the demand side. The Morgan Stanley contract falls off at the end of 2020 and then we should see our rates

## Motion to Direct the Law Director to Draft Legislation

Passed  
Yea-7  
Nay-0

## VanHying Pump Station

### Donation to Police Department

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	the Police Department to promote the SRO (Safety Resource Officer) and canine unit. The first year cost is \$600 with the next year 20% of the profit. The goal is to have the calendar out by the end of the year. The calendars will be donated to local businesses.
<b>Motion to Accept Donation to Police Dept.</b>	Motion: Comadoll Second: Baer to accept the donation of \$600 from Law Enforcement Magnets to the Police Department.
<b>Passed</b>	Roll call vote on the above motion:
<b>Yea-7</b>	Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer
<b>Nay-0</b>	Nay-
<b>2020 Proposed Revenue Estimates to Finance and Budget Committee</b>	Council President Bialorucki referred 2020 Proposed Revenue Estimates to the Finance and Budget Committee.
<b>2020 Debt Payments Referred to Finance and Budget Committee</b>	Council President Bialorucki referred 2020 Debt Payments to the Finance and Budget Committee.
AROUND THE TABLE	
O'BOYLE	I have nothing for tonight.
SICLAIR	Happy Birthday Mr. President. Travis, this will be our last meeting, it has been a pleasure working with you the last two years. Thank you for your service.
COMADOLL	A week or so ago, I talked to Aron about a tree hindrance to traffic at the corner of Strong and Haley. On the hill is a big pine tree you have to get almost in the intersection to see traffic, do you know if anything has been done. Happy Birthday Joe and Travis. I've known Travis for many, many moons been nice working with you.
BAER	Safety and Human Resources Committee meeting will be canceled for this month. Chief O'Brien we will meet with the townships in November. O'Brien asked do you want to reach out to the townships to see if that date will work for them as that is Thanksgiving week, that meeting is just a preliminary meeting. We can send an email to make sure that is going to work with them. Travis, thank you for your 25 plus years, that is a long time for anyone to do anything and I'm sure the community appreciates what you have done over your 25 plus years here so thank you.
BIALORUCKI	Happy Belated Birthday Travis. Thank you for all the guidance you gave me in a couple of roles starting out as a councilmember and then following your

footsteps as council president. I know you won't be getting that huge amount of pay that you get but I'm still going to call you and ask questions.

MAASSEL

Happy Birthday Joe, Travis.

In January I will be reappointing Mike DeWit to the Board of Public Affairs, Steve Small to the Board of Zoning Appeals, Marv Barlow to the Planning Commission and Jim Fitzenreiter is resigning from the Tree Commission and Gary Haase will take his place.

St. Rt. 108 going north out of town there used to be a *Welcome to Napoleon* sign and Home of Sam Meece. Now it is the old standard version, the sign got knocked down but when they reinstalled the old sign, they did not put the new version back up.

Mayor Maassel presented a proclamation to Sheaffer for his 25+ years of service as a City Councilman.

MIRES

Happy Birthday to Joe and Travis, Ken and I welcome you to the 50 club. I too have enjoyed my time with Travis, thank-you for your many years of service. I'm gonna miss you.

HAASE

Happy Birthday. The tree planting at NR&G seems to be a very slow process, dirt is not piled up think was set to be done by October. Mazur said he did follow-up on this issue. There is no place locally that has enough of a supply of the tree he wants. Jade Shank will be planting the trees he has to get them from out of state

HARMON

Happy Birthday to both. Travis congrats and thank you for your service.

MAZUR

During the Parks and Rec Committee meeting, the committee approved the Park and Rec Board's recommendation of a 10% increase of all shelter house rental rates across the board. This was brought up last year and got to a certain point and did not go through. The committee discussed for customer convenience to round rates to the nearest five-dollar denomination. The committee also recommended whatever the increase amount is that additional money go into a maintenance fund to build up over time so money is set aside to care for the shelter houses. If Council wishes to approve the recommendation, a motion to request the Law Director to draft legislation will be needed. Mires noted the first rate increase of \$10 across the board was voted down as the Committee and Council thought some rates were unfair, the percentage is more fair. Siclair asked if the increase is \$5.00 across the board, Mazur replied the larger amounts are a \$10.00 increase. Maassel suggested taking the recommendation back to the Parks and Rec Board to make sure they are onboard. Mires noted the Board was happy with the larger increase, I think they will be okay with this. Sheaffer suggested approving contingent upon approval by the Parks and Rec Board. Siclair thought the discussion before was the parks and rec budget is set up well and did not see any necessity to increase rates. Cotter explained there is ongoing maintenance on all three shelter

Motion to Direct the Law  
Director to Draft  
Legislation Increasing  
Shelter House Rates

Passed  
Yea-7  
Nay-0

Roll call vote on the above motion:  
Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer  
Nay-

We had cyber-attack in April. A police report was filed and it was investigated. What happened was an employee clicked on a phishing email and the hacker wound up being able to use the employee's email as their own that went to HR to then Payroll where the account was changed with the new employee's paycheck going into an erroneous account. The city was not able to recover. We talked to the reps at the State Auditor's office. We have updated our policy procedures and included KnowBe4, we had used this before but for whatever reason it was discontinued. Other communities are dealing with the same cyber-attack issues.

Travis, I've gotten to know you not over three years yet. I will be one of the ones that misses you the most. You are one of the three that hired me and now there's only one left. I want to thank you for welcoming me into the community and introducing me to a lot of people. Hopefully we can continue to stay in touch and have coffee and donuts and golf.

**Motion to go into Executive Session Pending or Imminent Court Action**

Passed  
Yea-7  
Nay-0

## Motion to go into Executive Session on Security Matters

Passed  
Yea-7  
Nay-0

**Motion to go into  
Executive Session  
Personnel**

Passed  
Yea-7  
Nay-0

## Into Executive Session

**Motion to Come Out  
Executive Session Pending  
or Imminent Court Action**

Passed  
Yea-7  
Nay-0

## Motion to Come Out of Executive Session on Security Matters

Passed  
Yea-7  
Nay-0

The City of Napoleon  
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<b>Motion to Come Out of Executive Session for Personnel</b>	Motion: Siclair to come out of Executive Session for Personnel.	Second: Comadoll
<b>Passed</b>	Roll call vote on the above motion:	
<b>Yea-7</b>	Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer	
<b>Nay-0</b>	Nay-	
	City Council came out of Executive Session at 9:54 pm.	
<b>Motion to Appoint Clerk of Council</b>	Motion: Sheaffer to appoint Roxanne Dietrich as the Clerk of Council.	Second: Baer
<b>Passed</b>	Roll call vote on the above motion:	
<b>Yea-7</b>	Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer	
<b>Nay-0</b>	Nay-	
<b>Motion to Direct the Law Director to Draft Legislation</b>	Motion: Comadoll to direct the Law Director to draft legislation for tentative agreement on the AFSCME contract.	Second: Sheaffer
<b>Passed</b>	Roll call vote on the above motion:	
<b>Yea-7</b>	Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer	
<b>Nay-0</b>	Nay-	
<b>Approve Payment of Bills and Financial Reports</b>	The bills were approved as presented with no objections.	
<b>Motion to Adjourn</b>	Motion: Sheaffer to adjourn the City Council meeting.	Second: Comadoll
<b>Passed</b>	Roll call vote on the above motion:	
<b>Yea-7</b>	Yea-Mires, Haase, Siclair, Comadoll, Baer, Bialorucki, Sheaffer	
<b>Nay-0</b>	Nay-	
<b>Adjournment</b>	the City Council meeting was adjourned at 9:56 pm.	
<b>Approved:</b>		
<b>November 04, 2019</b>	<div></div> <div>Daniel Baer, Council President Pro-Tem</div> <div></div> <div>Jason P. Maassel, Mayor</div>	

## **ORDINANCE NO. 075-19**

### **AN ORDINANCE APPROVING THE EXECUTION OF AN EFFICIENCY SMART SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC.; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and,

**WHEREAS**, American Municipal Power, Inc. (“AMP”) is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and,

**WHEREAS**, AMP and Municipality have entered into a Master Services Agreement, AMP Contract No. C-11-2005-4440, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the “Schedules”); and,

**WHEREAS**, AMP and the Vermont Energy Investment Corporation (“VEIC”) will enter or have entered into an agreement (the “ES Agreement”) for the implementation of an energy efficiency program known as Efficiency Smart (“ES”), and to provide a program of energy efficiency services (“ES Services”) designed to lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality’s customers’ bills, to be offered to AMP Members; and,

**WHEREAS**, AMP and Municipality desire to enter into a Schedule (“ES Schedule”), under the MSA, which provides that AMP will obtain and sell to Municipality, and Municipality will agree to take and pay for, a share of the ES Services which AMP will acquire through the ES Agreement; and,

**WHEREAS**, in furtherance of such purpose and in accordance with Resolution No. 064-13, passed unanimously by City Council on November 18, 2013, the Municipality entered into an Efficiency Smart Rebate Agreement with AMP; **Now Therefore**,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the Efficiency Smart Schedule between this Municipality and AMP, substantially in the form attached hereto, and on file with the Clerk of Council, including Appendices thereto, is approved, and the City Manager is hereby authorized to execute and deliver such Schedule, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, the execution of the Efficiency Smart Schedule to be conclusive evidence of such approval.

Section 2. That, the City Manager is hereby authorized to take any action necessary for the Municipality to fulfill its obligations under the Efficiency Smart Schedule.

Section 3. That, upon the effective date of 12:00 am, January 1<sup>st</sup>, 2020, and remain effective until 11:59 pm, December 31, 2022, unless otherwise terminated per the provisions of the Schedule.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 6. That, if any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

Section 7. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for timely administration of the rebate (s) necessary to assure public peace, health or safety; therefore, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to continue the process in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

---

Roxanne Dietrich, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 075-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

---

*Roxanne Dietrich, Clerk of Council*



## ORDINANCE NO. 076-19

### AN ORDINANCE AMENDING CHAPTER 955.10 OF THE CODIFIED CODE OF ORDINANCES OF THE CITY OF NAPOLEON, OHIO REGARDING CURRENT SHELTER HOUSE/COMMUNITY CENTER RENTAL RATES

**WHEREAS**, the Parks and Recreation Board met on September 25, 2019 and, in order to continue to provide the opportunity for area residents to rent City owned shelter houses, determined it appropriate to amend certain shelter house rental rates for the year 2020; and,

**WHEREAS**, the City of Napoleon's Parks and Recreation Committee met on October 21, 2019 and concurred with the Parks and Recreation Board's determination that certain shelter house rental rates for 2019 should be amended; and,

**WHEREAS**, this Council has considered all recommendations, and now deems appropriate that shelter house rental rates as listed below shall be amended for the year 2020; and,

**WHEREAS**, Council desires to create a City Fund titled the Shelter House Facility Repair Fund in which the revenue from the increased rates shall be deposited;  
**Now Therefore,**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, Section 955.10 of the Codified Code of Ordinances of the City of Napoleon, Ohio shall remain as currently written with the amendment of the following language, amending and enacting Section 955.10:

"955.10 SHELTER HOUSE/ COMMUNITY CENTER RATES.

(a) Shelter house rentals shall be as follows:

Rental Times	Ritter (Weekday)	Ritter (Weekend)	Wayne (Weekday)	Wayne (Weekend)
9:00 a.m. - 12:00 p.m.	<del>\$35.00</del> \$40.00	<del>\$40.00</del> \$45.00	<del>\$30.00</del> \$35.00	<del>\$35.00</del> \$40.00
1:00 p.m. - 5:00 p.m.	<del>35.00</del> 40.00	<del>40.00</del> 45.00	<del>30.00</del> 35.00	<del>35.00</del> 40.00
9:00 a.m. - 5:00 p.m.	<del>40.00</del> 45.00	<del>45.00</del> 50.00	<del>35.00</del> 40.00	<del>40.00</del> 45.00
6:00 p.m. - 11:00 p.m.	<del>40.00</del> 45.00	<del>45.00</del> 50.00	<del>35.00</del> 40.00	<del>45.00</del> 50.00
1:00 p.m. - 11:00 p.m.	<del>45.00</del> 50.00	<del>50.00</del> 55.00	<del>40.00</del> 45.00	<del>45.00</del> 50.00
9:00 a.m. - 11:00 p.m.	<del>50.00</del> 55.00	<del>55.00</del> 60.00	<del>45.00</del> 50.00	<del>50.00</del> 55.00

Weekend rates will also apply on all City of Napoleon, Ohio observed holidays; no proration of fees will be permitted.

Due at the time of making the reservation is a non-refundable five dollar (\$5.00) application fee and a fifty dollar (\$50.00) security deposit. The security deposit is refundable upon the facility being cleaned, not damaged and the timely return of all keys, except that in the event that a cancellation occurs less than seven (7) days prior to the reserved date; then the rental amount shall be forfeited to the City and deducted from the

security deposit, not to exceed fifty dollars (\$50.00). Any monies to be returned to the tenant will be paid within thirty (30) days after the rental date.

(b) Rental of the Community Center at Oberhaus Park shall be as follows:

Rental Times	Weekday	Weekend
9:00 a.m. - 12:00 p.m.	<del>\$50.00</del> \$55.00	<del>\$60.00</del> \$65.00
1:00 p.m. - 5:00 p.m.	<del>60.00</del> 65.00	<del>70.00</del> 75.00
9:00 a.m. - 5:00 p.m.	<del>80.00</del> 90.00	<del>90.00</del> 100.00
6:00 p.m. - 11:00 p.m.	<del>80.00</del> 90.00	<del>90.00</del> 100.00
1:00 p.m. - 11:00 p.m.	<del>90.00</del> 100.00	<del>100.00</del> 110.00
9:00 a.m. - 11:00 p.m.	<del>110.00</del> 120.00	<del>120.00</del> 130.00

Weekend rates will also apply on all City of Napoleon, Ohio observed holidays; no proration of fees will be permitted.

Due at the time of making the reservation is a non-refundable five dollar (\$5.00) application fee and a fifty dollar (\$50.00) security deposit. The full remainder amount of the rental is due when picking up the key. The security deposit is refundable upon the facility being cleaned, not damaged and the timely return of all keys, except that in the event that a cancellation occurs less than seven (7) days prior to the reserved date, then the rental amount shall be forfeited to the City and deducted from the security deposit, not to exceed fifty (\$50.00). Any monies to be returned to the tenant will be paid within thirty (30) days after the rental date.

(c) Notwithstanding any other provision of these Codified Ordinances, the use of the Community Center at Oberhaus Park by the Napoleon based Rotary and Lions Club shall be pursuant to the terms and conditions established by separate agreement between the clubs and the City. Priority in reservation may be given to the clubs by the Parks and Recreation Director absent any provision in the agreement.

(d) Except as provided herein, reservations shall only be made in the calendar year the facility is intended to be reserved. During the month of December in the preceding year, residents, as defined in this chapter, shall be permitted to reserve dates for the following year.

(e) Terms and conditions of any rental agreement shall be established by the City Manager and approved as to form and correctness by the Law Director.”

Section 2. That, a new City Fund shall be established, titled Shelterhouse Facility Repair Fund.

Section 3. That, the funds received by the City from the increase as listed in Section 1 of this Ordinance shall be placed into the newly created Shelterhouse Facility Repair Fund.

Section 4. That, this Ordinance No. 076-19 amends Ordinance No. 002-13 so as to incorporate and adopt all identified changes noted herein. The remaining, unchanged portions of Ordinance No. 002-13 shall remain in full force and effect as existed and now include the above amended and enacted language regarding Section 955.10.

Section 5. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 6. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 7. That, upon passage, this Ordinance shall take effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 076-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, Clerk of Council*

## **RESOLUTION NO. 077-19**

### **A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 3859 FOR THE TERM COMMENCING FROM DECEMBER 1, 2019 THROUGH NOVEMBER 30, 2022, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

#### **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the American Federation of State, County, and Municipal Employees, AFL-CIO local 3859 (hereinafter called "the Union") for the term commencing December 1, 2019 through November 30, 2022, both dates inclusive, (a true and complete copy of which is on file in the office of the City Finance Director marked as City Contract No. 2019-26) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if so exist.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow essential City services to continue without distraction or disruption; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to enter into the agreement in a timely



manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 077-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, Clerk of Council*

AFSCME Wage Increase Comparison					
City	Year 1	Year 2	Year 3	# Members	Contract Year
Bellevue	2	3	2	22	2019
Springfield City	3	4	4	95	2019
Marion	2.5	2.5	2.5	66	2019
Xenia	2.75	2.5	2.25	38	2019
Sylvania	2.75	2.5	2.5	24	2019
Twinsburg	2	2.5	2.5	21	2019
Troy	3	2.5	2	46	2019
Sandusky	4	2.5	2.5	84	2019
Toledo	1.5	2.5	3	223	2018
Bedford	1	2.5	2.5	45	2018
Painesville	3	2.5	2.5	21	2018

# AGREEMENT

**Between**

**CITY OF NAPOLEON**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES**

**AFL-CIO**

**LOCAL 3859**

**OHIO COUNCIL 8**

**December 1, ~~2016~~2019**

**to**

**November 30, ~~2019~~2022**

**City of Napoleon  
255 West Riverview Avenue  
P O Box 151  
Napoleon, Ohio 43545**

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## **ARTICLE 1**

### **CONDITIONS OF AGREEMENT**

#### **Section 1.1 Preamble**

This Agreement, entered into by the City of Napoleon, Ohio, hereinafter referred to as the "City" and Local 3859, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL -CIO, hereinafter referred to as the "Bargaining Unit", has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified Employees by providing those benefits compatible with the financial resources of the City as provided for in this Agreement.
- D. To assure the effectiveness of service by providing an opportunity for Employees to meet with the City to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, State and Federal laws, City Ordinances and the Constitutions of the State of Ohio and the United States of America.
- E. To provide an opportunity for the Bargaining Unit and the City to discuss wages, benefits and terms and conditions of employment of Employees subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but the citizens of Napoleon, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the Employees will comply with the clear provisions of this Agreement. This Agreement pertains to Employees within the Bargaining Unit as defined hereunder.

#### **Section 1.2 Applicability and Interpretation**

This Agreement supersedes and replaces all applicable federal and state laws, statutes, codes, ordinances, resolutions, civil service rules and regulations, and all matters or issues pertaining to Employee wages, benefits, and working conditions over which it has authority to supersede and replace. The provisions of this Agreement constitute the sole, entire, and exclusive Agreement between the parties and all prior agreements, either verbal or written, are hereby negated.

In the event that any provision of this Agreement and its application to any Employee is held to be invalid by a court of competent jurisdiction, it shall be of no further force and effect; but, all other provisions and applications shall

continue in full force and effect. Within a reasonable time thereafter, the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provisions by good faith negotiations on the same subject matter.

### **Section 1.3 Extensions of Times and Deadlines**

Unless the context indicates otherwise, whenever in this Agreement a certain event is to occur on a date which is a Saturday, Sunday or City observed legal, or a certain deadline is to expire on a date which is Saturday, Sunday or City observed legal, the date upon which such event shall occur or such deadline shall expire shall be the first date thereafter which is not a Saturday, Sunday or City observed legal.

Unless the context indicates otherwise, in computing any period of time prescribed or allowed by this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included.

### **Section 1.4 Definitions**

#### **A. Active Pay Status**

Shall mean that an Employee has received or is entitled to receive pay for one of the following reasons when properly authorized in accordance with the terms of this Agreement: time worked, whether at regular or overtime rates; sick leave; vacation leave; personal holiday; City observed legal; bereavement leave; Bargaining Unit leave; or, compensatory time off. It shall, without limiting the following, exclude time off for unpaid leave of absence, disability separation, disciplinary separation or any other unpaid leave, whether authorized or not.

#### **B. Employer**

Employer shall mean for all purposes the City of Napoleon, Ohio.

#### **C. Employee**

Unless the context otherwise indicates, Employee or Employees shall mean those individuals working in the classifications identified in the recognition clause as set forth in Article 4 Recognition, Section 4.2 Affected Job Classifications.

#### **D. Perform The Job**

For the purposes of this Agreement, perform the job shall mean perform the essential functions of the job, with or without reasonable accommodation, without posing a direct threat to the health or safety of the employee or others. Any dispute with regards to this issue shall be resolved through the procedures as outlined in the Article pertaining to disability leave, or through the grievance procedure, whichever is applicable.

#### **E. Physician**

Unless the context indicates otherwise, physician shall mean a medical practitioner licensed in the State of Ohio, and shall include medical doctors

and chiropractors, nurse practitioners, physicians' assistants, and physical therapists.

F. Rules

Rules as used in this Agreement shall mean rules, regulations, policies, procedures and directives, either as contained in this Agreement or as may be promulgated from time to time by the City in accordance with this Agreement.

G. Qualified/Qualifications

Unless the context indicates otherwise, where the terms "Qualifications" or "Qualified" appear, the Employer retains discretion on the establishment of qualifications.



## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **Section 2.1    General**

Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the City with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish reasonable rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management not inconsistent with the terms of this Agreement, including, but not limited to, the following:

- A. To manage and direct its Employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
- B. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.
- E. To determine work schedules and to establish necessary work rules, regulations, policies, procedures and directives for its Employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity of scheduled overtime and the amount thereof required.
- H. To determine the City's budget and uses thereof.
- I. To maintain the security of records and other pertinent information.
- J. To determine and implement necessary actions in emergency situations.
- K. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
- L. To set standards for community service and to determine the procedures and standards of selection for employment.
- M. To maintain and improve the efficiency and effectiveness of governmental operations.

## **ARTICLE 3**

### **PLEDGE AGAINST DISCRIMINATION**

#### **Section 3.1    General**

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, gender, marital status, race, color, creed, religion, national origin, Bargaining Unit affiliation, military status, veteran status, genetic history and/or disability. The Bargaining Unit shall share equally with the City the responsibility for applying this provision of the Agreement.

#### **Section 3.2    Gender Reference**

All references to employees in this Agreement shall include both sexes, and wherever the male gender is used, it shall be interpreted to include male and female employees, except for Article 17 Leaves of Absence, Section 17.2 Maternity Leave.

#### **Section 3.3    Right to Join or Not Join Union**

Neither party shall interfere with, restrain, coerce or otherwise discriminate against any person for exercising his right to join or not to join the Union; please reference Section 5.4 Fair Share Deductions.

## ARTICLE 4 RECOGNITION

### Section 4.1 Recognition of Bargaining Unit

The City agrees to recognize the Bargaining Unit as the sole and exclusive bargaining agent for the Employees working in the classifications that are listed in Section 4.2 as the bargaining agent in all matters regarding wages, hours of work, new classifications created or positions added or deleted, and all other terms and conditions of employment.

### Section 4.2 Affected Job Classifications

The term "Bargaining Unit" shall be deemed to include all public employees of the City of Napoleon employed in the City listed as "included" in the S.E.R.B. Certification of Election dated January 10, 2013, certified January 11, 2013 incorporated into this agreement by reference thereto and as amended from Case Number 2012-REP-11-0137. Those positions are:

Apprentice Lineman	Parks/Recreation Worker III
Automotive Mechanic	Recycling Foreman
Automotive Mechanic Helper	Sanitation Foreman
Collection System Technician I	Serviceman
Collection System Technician II	Streets & Sewer Foreman
Community Service Foreman	Substation Maintenance Specialist
Construction Foreman	Substation Technician
Electrical Engineering Technician	Wastewater Treatment Plant Apprentice
Electric Service Worker	Wastewater Treatment Plant Operator I
Groundman	Wastewater Treatment Plant Operator II
Head Greenskeeper	Wastewater Treatment Plant Operator III
Head Mechanic	Water Distribution System Foreman
Laborers	Water System Technician I
Lead Lineman	Water System Technician II
<u>Lead Line Clearance Worker</u>	Water Treatment Plant Apprentice
Line Clearance Worker	Water Treatment Plant Operator I
Lineman First Class	Water Treatment Plant Operator II
Lineman Second Class	Water Treatment Plant Operator III
Maintenance Foreman	<u>Chief Water Treatment Operator</u>
Maintenance Serviceman	
Meter Reader	
Municipal Service Worker I	
Municipal Service Worker II	
Municipal Service Worker III	
Operations Lead Worker	
Parks/Recreation Assistant Director	
Parks/Recreation Foreman	
Parks/Recreation Worker I	
Parks/Recreation Worker II	

These position and classifications not specifically established herein as being included in the Bargaining Unit shall be excluded from the Bargaining Unit, subject are the following:

All Management Level Employees  
Professional Employees, Guards, Supervisors and  
Members of the Police and Fire Departments as defined in the Code,  
All Office Clerical Employees and  
All Seasonal and Casual Employees as determined by the State Employment Relations Board including:  
Building Inspector/Zoning Administrator  
Cemetery Sexton  
Clubhouse Manager/Attendant  
Construction Estimator  
Construction Inspector  
Golf Course and Grounds Superintendent  
Manager Information Systems  
Senior Engineering Technician  
Senior Electrical Engineering Technician  
Wastewater Treatment Plant Chief Operator  
~~Water Treatment Plant Chief Operator~~

Should the City create a new job classification or position, the City and the Bargaining Unit shall meet to discuss whether or not the classification or position should be included in the Bargaining Unit. Should the parties agree to include the classification or position in the Bargaining Unit, they shall then negotiate the rate of pay for the new classification or position. In the event the parties are unable to agree on whether or not to include the new classification or position in the Bargaining Unit, either party may follow applicable steps pursuant to ORC 4117 to have SERB resolve the issue.

**Section 4.3 City to Negotiate Exclusively With Bargaining Unit**

The City shall not negotiate or make any collective bargaining agreement or contract with any of the Employees working in classifications covered herein, either individually or collectively. Any agreements entered into between the City and Employees covered herein shall be through duly authorized representatives of the Bargaining Unit. Any other agreements shall be of no effect.

**Section 4.4 Timing of Representation**

The Union shall not represent any Employee in an issue pertaining to the acceptance or rejection of the Employee during his probationary period, nor shall the Union represent at a hearing or attend a hearing for any new Employee charged with a disciplinary infraction occurring prior to completing his (sixtieth) 60th calendar day in service.

The Union shall not represent any Employee pertaining to the rejection of the Employee after completion of his probationary period for a reason or reasons

which arose during the probationary period, but which was not discovered until after completion of the probationary period.



## ARTICLE 5

### UNION SECURITY/DUES DEDUCTIONS

#### **Section 5.1 City to Deduct Dues**

The City agrees to deduct regular Bargaining Unit membership dues once each month from the pay of any Employee upon receiving written authorization signed individually and voluntarily by the Employee. ~~The signed payroll deduction form must be presented to the City's Finance Director by the Bargaining Unit Treasurer.~~ Upon receipt of the proper authorization, the City will deduct Bargaining Unit dues the next payroll period in which Bargaining Unit dues are normally deducted following the pay period in which the authorization was received by the City. ~~Payroll deduction authorization shall be on a form provided by the City. Amounts deducted shall be remitted to the Comptroller of Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO; 6800 N. High Street, Worthington, Ohio 43085-2512. The payroll deduction shall be made by the Employer bi-weekly. If the Employee does not have sufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provision of this section shall be remitted to the union within five (5) to fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical list: 1) For employees for who deductions were made, the name and amount deducted; and 2) the name of each employee whose name has been dropped from the prior checkoff list and the reason for the omission.~~

#### **Section 5.2 Limits of City's Responsibility**

It is specifically agreed that, except as noted in Section 5.6 below, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Bargaining Unit hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any Employee arising from deductions made by the City hereunder. Once the funds are remitted to the Bargaining Unit, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Bargaining Unit.

#### **Section 5.3 Termination of City's Responsibilities**

The City shall be relieved from making such dues deductions upon the Employee's (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms ~~(30 to 45 days prior to the expiration date of this agreement) or with applicable law. Any employee who has lawfully revoked membership and dues obligation in accordance with the check-off authorization card will be obligated to pay a fair share fee.~~

#### Section 5.4 **Fair Share Fee Deductions**

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~~Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union upon the employee's completion of the original probationary period.~~

~~The Union shall have a valid rebate procedure to refund nonmembers for any fair share fee used other than for representational purposes. Such fair share fee deductions shall be subject to and in accordance with all applicable Federal and State statutory and decisional law in effect at the date of this Agreement. The Union shall provide a copy of its internal rebate procedure and accompanying expenditure report thereof to the City on an annual basis. A copy will be provided to each new employee with their orientation packet.~~

~~The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.~~

If through the actions of an entity at the State or Federal level, the deduction of a fair share fee or other method of payment by nonunion members of the Bargaining Unit to the Union for representational services is reinstated, the parties agree that the language in Section 5.4 shall be reactivated.

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#### Section 5.5 **Wage Limitation**

The City shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

#### Section 5.6 **Limits on Claims for Errors**

It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days by the Employee for an error affecting the Employee or within twenty (20) days for an error related to a remittance to the Union after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the Union only, and no other organization attempting to represent the Employees.

#### Section 5.7 **Notice Requirements**

One (1) month advance notice must be given the City's Finance Director prior to making any changes in an Employee's dues deduction. The City agrees to furnish the Comptroller of the Union a warrant in the aggregate amount of the dues deductions. The Employer will send such warrants to the appropriate address.

#### Section 5.8 **Collections at Termination of Contract**

All dues deductions, at the City's option, and, upon seventy-five (75) days written notice by certified mail to the Union may be canceled upon the terminating date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the City's option upon twenty-four

(24) hours' notice to the Union.

**Section 5.9 Limitation Of Authority Of Article**

Nothing in this Article shall be construed to require an Employee to become or remain a member of the Union.

## **ARTICLE 6**

### **REPRESENTATION**

#### **Section 6.1 Bargaining Unit Representatives**

The Bargaining Unit shall submit in writing the names of its Bargaining Unit representatives who are authorized to speak on behalf of the Bargaining Unit and/or represent Employees. The City agrees to recognize as Bargaining Unit representatives: the local Bargaining Unit president; a Bargaining Unit staff representative; and, a maximum of six (6) stewards selected by the Bargaining Unit, from the following departments and sections:

DEPARTMENT OR SECTION	MAXIMUM # OF STEWARDS
Water Treatment	1
Wastewater Treatment	1
Water Distribution & Streets	1
Maintenance, Sanitation, Garage & Other Ops.	1
Electric	1
Parks & Recreation	1

Stewards shall be authorized to represent Employees through the first step of the grievance procedure. The Bargaining Unit staff representative or, in his absence, the local Bargaining Unit president, shall be authorized to represent Employees in subsequent steps of the grievance procedure.

For the purposes of this Article and Agreement, Bargaining Unit staff representative shall mean an Employee or authorized agent of the Bargaining Unit, who is not an Employee of the City.

#### **Section 6.2 Written Certification Required**

No one shall be permitted to function as a Bargaining Unit representative until the Bargaining Unit has presented the City with written certification of the person's selection.

#### **Section 6.3 Roster**

The Bargaining Unit shall provide the City with an official roster of all local Bargaining Unit officers, stewards and authorized Bargaining Unit staff representatives, which shall be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Telephone Number
- D. Bargaining Unit Office(s) Held

#### **Section 6.4 Permitted Activities During Working Hours**

- A. Upon timely notification to the appropriate Department Head(s), a Bargaining Unit staff representative and a maximum of one (1) Employee, who is either

the local Bargaining Unit president or a steward will be permitted reasonable time during duty hours, without loss of pay or benefits to investigate, process, and attend hearings or meetings on grievances with an Employee who files a grievance, but only in such a way that will not unreasonably interfere with City operations.

- B. The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union.
- C. In the event the Employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union. Such meeting shall be allowed to occur on duty only one (1) time per employee.

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## **Section 6.5 Rules on Activities**

Rules governing the activity of the local Bargaining Unit representatives are as follows:

- A. The Bargaining Unit agrees that no official of the Bargaining Unit (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other City Employees. The Bargaining Unit further agrees not to conduct any Bargaining Unit business on City property, except as specifically provided for in this Agreement.
- B. Bargaining Unit representatives shall cease unauthorized Bargaining Unit activities immediately upon the request of the supervisor of the area in which Bargaining Unit activity is being conducted or upon the request of the Bargaining Unit representative's supervisor.
- C. Any Employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Any violation of the provisions of this Article by a Bargaining Unit staff representative may result in suspension of its privileges related to City premises and work time. This may include the removal of the Bargaining Unit staff representative from City premises or work areas, until the Bargaining Unit staff representative has complied with the provisions of this Article and Agreement.

## **ARTICLE 7**

### **BULLETIN BOARDS**

#### **Section 7.1    General**

The City shall allow the placement of one (1) bulletin board in an easily accessible agreed upon location in each of the buildings occupied by the Employees. Bargaining Unit notices relating to the following matters may be posted without the necessity of receiving the City Manager's prior approval:

- A. Bargaining Unit recreation and social affairs;
- B. Notice of Bargaining Unit meetings;
- C. Bargaining Unit appointments;
- D. Notice of Bargaining Unit elections;
- E. Results of Bargaining Unit elections;
- F. Reports of non-political standing committees and independent nonpolitical arms of the Bargaining Unit;
- G. Nonpolitical publications, rulings or policies of the Bargaining Unit;
- H. Pension Board Publications.

#### **Section 7.2    Restrictions On Use**

All other notices of any kind not covered in A through H above must receive prior approval of the City Manager or his designated representative. It is also understood that no material may be posted on the Bargaining Unit bulletin boards at any time which contains the following:

- A. Personal attacks upon any Employee or official of the City;
- B. Scandalous, scurrilous or derogatory attacks upon any Employee or official of the City;
- C. Attacks on or unfavorable comments regarding any other Employee organization;
- D. Attacks on, or favorable or unfavorable comments regarding a candidate for public or Bargaining Unit office.

## **ARTICLE 8**

### **USE OF CITY FACILITIES AND EQUIPMENT**

#### **Section 8.1    Access to City Facilities**

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by the Bargaining Unit and those representing the Bargaining Unit shall be authorized only to the extent provided for in this Agreement and/or administrative procedures, and shall not interfere with the efficiency, safety and/or security of the City's operations.

#### **Section 8.2    Use of City Equipment Limited Prohibition**

The use of City equipment, machines and property to aid in any manner the activities of the Bargaining Unit is prohibited unless specifically authorized by this Agreement and approved in advance by the City Manager. These restrictions include, but are not limited to, use of typewriters, copying and duplicating machines, use of City paper, and the use of City vehicles.



## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### **Section 9.1    Definition and Limitation**

The term "grievance" shall mean an allegation by an Employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of federal or state laws and/or by the United States or Ohio Constitutions.

#### **Section 9.2    Grievance Procedure is Sole Method of Redress of Grievances**

It is the intent of the City and the Bargaining Unit that this grievance procedure be the sole and exclusive appeal procedure for Employees. Any other appeal procedures which may exist outside the provisions of this Agreement under any state or local civil service laws shall not be applicable for such purposes and are hereby waived.

#### **Section 9.3    Procedural Limitations**

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps.

Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

The time limits provided for herein shall be strictly adhered to and any grievance not submitted initially or appealed to the next step within the specified time limits shall be deemed as invalid and void; provided however, that any grievance not answered by the City within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

#### **Section 9.4    Procedure for Employees and the Bargaining Unit**

It is the mutual desire of the City and the Bargaining Unit to provide for prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Bargaining Unit to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

##### **Step 1:**

In order for a grievance to receive consideration under this procedure, the grievant, with an appropriate Bargaining Unit Representative if the grievant desires, must identify the grievance to the Employee's immediate supervisor, in writing, within twelve (12) calendar days of the Employee having, through the exercise of reasonable diligence, knowledge of the occurrence of the incident giving rise to the grievance. The Employee's immediate supervisor shall be the next higher ranked NonBargaining Unit employee on duty when the grievance

occurred. The Employee's immediate supervisor shall investigate and provide an appropriate answer within six (6) calendar days following the day on which the Employee's immediate supervisor was presented the grievance. If the next highest ranking Employee is the Department Head, proceed to Step 3.

**Step 2:**

If the grievance is not resolved in Step 1, the grievant, with an appropriate Bargaining Unit Representative if the grievant desires, may take up the grievance, within six (6) calendar days of the immediate supervisor's response, with the Department Head. The Department Head shall investigate and respond to the grievant and/or Bargaining Unit Representative within six (6) calendar days after receiving the Step 1 reply.

**Step 3:**

If the grievance remains unsettled, it may be presented, by the grievant, with an appropriate Bargaining Unit Representative if the former desires, within six (6) calendar days of the Department Head's response, to the City Manager. If requested by the grievant, the City Manager shall schedule a meeting between the parties or respond in writing within six (6) calendar days. If a meeting is scheduled, the City Manager shall have six (6) calendar days following the meeting in which to respond.

**Step 4:**

Grievance mediation is an option that is available to the City and/or the Bargaining Unit after Step 3. Either the City or the Bargaining Unit may request that a grievance be mediated rather than being appealed by the Bargaining Unit directly to arbitration. Mediation will occur only by mutual consent of both the City and the Bargaining Unit, the City and the Bargaining Unit agree to use Federal Mediation and Conciliation Service (FMCS) as mediator, and to abide by the rules set by FMCS. Mediation may be requested within six (6) calendar days following the Step 3 reply.

**Section 9.5 Final and Binding Arbitration**

Should any grievance remain unsettled after exhausting the aforementioned procedures, the City and/or the Bargaining Unit may, if the party desires, request arbitration within ten (10) calendar days after failing to settle the grievance as outlined above. Any grievance not submitted to arbitration within such ten (10) calendar day time period shall be deemed settled on the basis of the last answer given by the Employer.

Within ten (10) calendar days following the request for arbitration, the City and the Bargaining Unit shall meet and attempt to mutually agree upon an arbitrator. In the event such an agreement is not reached, either party may request the Federal Mediation and Conciliation Service to submit a list of fifteen (15) qualified and impartial arbitrators. Either party may request a second such list of arbitrators if the initial list is determined to be unsatisfactory.

The parties shall select a single arbitrator from such panel, via the alternate striking of names method. The party requesting arbitration shall be the first to strike and so on until only one (1) name remains who shall be the arbitrator.

**Section 9.6 Arbitrator: Methods and Limits of Authority**

The award of the Arbitrator shall be reduced to writing. The Arbitrator shall not be empowered to rule contrary to, amend, add to, modify, change, or eliminate any of the provisions of this Agreement. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to arbitration.

**Section 9.7 Decision Final and Binding**

The decision of the Arbitrator shall be final and binding on the City, the grievant, and the Bargaining Unit.

**Section 9.8 Expenses of Arbitrator**

Expenses attendant to the services of the Arbitrator shall be borne equally by both parties.

All other expenses shall be borne by the party incurring them, unless otherwise provided for in this Agreement (for example, time spent at a hearing by the ~~Union~~ Bargaining Unit president, and/or the Employee/grievant as per Article 6). Neither party shall be responsible for the expenses incurred by the other party.

**Section 9.9 Information Required in Grievances**

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

- A. Aggrieved Employee's name and signature
- B. Aggrieved Employee's classification
- C. Date grievance was filed in writing
- D. Date and time incident giving rise to the grievance occurred
- E. Where incident giving rise to the grievance occurred
- F. Description of incident giving rise to the grievance
- G. Articles and sections of agreement violated
- H. Description of actions that will resolve the grievance

**Section 9.10 Class Action Grievance**

Where a group of Employees desire to file a grievance involving a situation affecting each Employee in the same manner, one (1) Employee selected by such group may process the grievance as a class action grievance, provided each Employee desiring to be included in the class action grievance signs said grievance.

**Section 9.11 Scheduling of Grievance Hearings**

A grievance hearing at Step 1 called for in this Article may be scheduled anytime during the shift but not later than one (1) hour before the end of the grievant's shift. Grievance hearings at Steps 2, 3, and 4 called for in this Article may be scheduled at the discretion of the Department Head or City Manager, whichever is applicable, taking into consideration the grievant's work shift and subsequent appropriate rest time.

## **ARTICLE 10**

### **RESIGNATION**

#### **Section 10.1 General**

Any Employee whose termination is sought for any reason, other than a criminal violation, may resign at any time prior to issuance of the decision of a Section 11.3 Hearing. The Employee's work record as it pertains to the resignation shall show only that he resigned of his own accord. Upon request, a copy of the work record shall be furnished to the Employee.

If an arbitrator has been selected in accordance with this Agreement, and the Employee resigns under the provisions of this Article, then the Bargaining Unit shall be deemed to be the party losing the grievance, and shall be responsible for any expenses incurred with respect to the arbitrator's costs.

## **ARTICLE 11**

### **DISCIPLINARY PROCEDURES**

#### **Section 11.1 General**

An employee may be disciplined for just cause which shall include:

- A. Incompetence;
- B. Inefficiency;
- C. Dishonesty;
- D. Drunkenness or illegal substance abuse;
- E. Immoral conduct;
- F. Insubordination;
- G. Discourteous treatment of the public, City officers or fellow workers;
- H. Neglect of duty, violation of rules or regulations; or,
- I. Any other proper cause.

#### **Section 11.2 Limits on Suspensions, Demotions or Dismissals**

The City agrees that, where appropriate, it will apply a policy of progressive and corrective discipline, with the progressive steps as follows: oral reprimand; written reprimand; suspension; demotion; or dismissal.

No Employee shall be suspended, demoted or dismissed from duty without first being afforded the opportunity for a pre-disciplinary conference before the City Manager or his designee as provided below, except where it is necessary to immediately place employee on paid administrative leave due to gross misconduct.

**Gross Misconduct** – Defined as those infractions that are of a very serious or possibly a criminal nature and/or which cause a critical disruption to the City of Napoleon in terms of decreased productivity, efficiency and/or morale. These types of infractions, if left undisciplined by proper authority, may have a long lasting and serious adverse impact on the City of Napoleon's operations.

When an Employee has been relieved without a pre-disciplinary conference, the Employee shall be afforded a pre-disciplinary conference within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. The Employee's pay status for the days which he was on paid administrative leave shall be determined at the pre-disciplinary conference.

#### **Section 11.3 Procedure In Serious Cases**

When an Employee is to be charged with a violation that is likely to result in the Employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The Employee shall be given a notice five (5) calendar days in advance of the

hearing and that notice shall advise the Employee of the general nature of the suspected violation.

- B. The Employee shall be advised in the notice of his right to be represented by a Bargaining Unit representative at such hearing.

Any written reprimand, suspension, demotion or dismissal may only be appealed through the grievance procedure as provided for in this Agreement.

Disciplinary action must begin within twelve (12) calendar days of the Employer having, through diligence, knowledge of the occurrence of the incident giving rise to the discipline. Failure of the Employer to pursue discipline within the time limit set forth above bars the Employer from bringing discipline on the incident in the future or attaching it to a subsequent incident as discipline.

#### **Section 11.4 Oral and Written Reprimands**

When it becomes necessary for a supervisor to reprimand an Employee, it shall be done with discretion in a manner so as not to cause public embarrassment to the Employee.

In the event that a supervisor finds it necessary to orally reprimand an Employee and determines to keep a record of that oral reprimand, the Employee shall be made aware that a record of such oral reprimand is being maintained in the City's files or records.

An Employee may appeal an oral reprimand through the grievance procedure but is limited in the appeal process to a maximum of Step 3 in the grievance procedure, and may not request arbitration.

The supervisor shall provide the Employee with a copy of any written reprimand or any record of oral reprimand entered in the Employee's file. The Employee shall acknowledge receipt of same by signing and dating the original copy of such record.

## ARTICLE 12

### PERSONAL SERVICE RECORDS

#### Section 12.1 Closure of Items Related to Discipline

Any Employee shall be permitted to review his personal service records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the Employee's services as a result of this activity. For the purpose of ~~promotion or~~ disciplinary action, an Employee's personal service record shall be marked closed in accordance with the following schedule:

- A. Any reprimand shall be closed from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Any suspension of less than thirty (30) days shall be closed from the record after a period of two (2) years, providing there is no intervening disciplinary action during the two (2) year period.
- C. Any suspension of thirty (30) days or more shall be closed from the record after three (3) years, provided there is no intervening disciplinary action during the three (3) year period.

#### Section 12.2 Promotion

Disciplinary action(s), excluding verbal reprimands, shall be considered for promotion if it occurred within the previous three (3) years of the application due date.

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## **ARTICLE 13**

### **RULES**

#### **Section 13.1 City's Right to Promulgate Rules**

The Bargaining Unit recognizes that the City in order to carry out its statutory mandates and goals, has the right to promulgate reasonable rules consistent with conduct of the City's services and programs.

#### **Section 13.2 Rules to be Interpreted Uniformly**

Rules shall be interpreted and applied uniformly to all Employees under similar circumstances.

#### **Section 13.3 Notification of Rule Changes**

Copies of changes in existing rules or newly established rules shall be provided to the Bargaining Unit six (6) calendar days before they are to take effect except during emergency situations.

#### **Section 13.4 Complaints of Non-Uniform Application of Rules**

Any complaint involving the uniform application of rules or any complaint involving a conflict between the terms of this Agreement and rules may be resolved through the grievance procedure.

#### **Section 13.5 Employees to Observe Rules**

This Article shall not be interpreted in any manner to relieve an Employee of his responsibilities to follow the established rules necessary to preserve the good order and discipline of the division whether or not such rules have been reduced to writing. New Employees shall have been informed of all written rules, policies and procedures in existence upon their becoming members of the bargaining unit.

## ARTICLE 14

### SENIORITY AND RELATED MATTERS

#### Section 14.1 Computation of Seniority

Seniority, for the purposes of this Agreement, is defined as the length of continuous service in the bargaining unit, hereinafter referred to as Bargaining Unit seniority, as well as in relation to any of the other departments outlined in the Recognition clause; hereinafter referred to as Departmental Seniority. When requested, the Employer shall provide updated seniority lists which shall provide the employee's date of employment. This list shall be posted for all employees to see.

#### Section 14.2 Bargaining Unit Seniority

Bargaining Unit Seniority begins the first day of City employment in a position covered by the collective bargaining agreement, subject to Section 4.4.

Bargaining Unit seniority shall be measured in calendar days of employment. If two (2) employees begin employment in the Bargaining Unit on the same day, the employee who applied for the position first will be considered to be the more senior. A break in service shall only occur by separation of employment or by transfer out of the bargaining unit to a position elsewhere within the City. In the event an employee returns to the bargaining unit, the employee shall retain seniority earned prior to the separation, but shall not earn seniority during the time separated.

#### Section 14.3 Departmental Seniority

Departmental Seniority begins the day an employee is awarded the job within the department. Departmental Seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department within the bargaining unit. An employee who returns to his/her former position will not constitute a break in service, provided he returns within sixty (60) days.

Employees who take a position in a department outside of their current department cannot exercise the use of their new departmental seniority for bidding in the new department until the completion of their promotional/lateral/demotional probationary period.

Seniority, as described in this section, applies to Article 16, Promotions, Assignments and Transfers.

#### Section 14.4 Part-Time Employee Seniority

Permanent part-time employees in the Bargaining Unit shall accrue pro-rated seniority based on OPERS service credit earned only while employed by the City of Napoleon.

#### **Section 14.5 Probationary Period**

Newly appointed Employees in the following classifications shall serve a six (6) month probationary period:

- A. Laborer
- B. Municipal Service Worker I
- C. Meter Reader
- D. Parks and Recreation Worker I

All other newly appointed Employees shall serve a probationary period of one (1) year.

New Employees shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of current appointment. Employees who have completed their probationary period shall be known as permanent Employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, as well as their continuous service date. Absence from work for any reason shall not be included in calculating an Employee's probationary period.

#### **Section 14.6 Time Spent on Authorized Leave of Absence**

Time spent on any authorized leave of absence is to be counted in determining length of service for purposes of vacation eligibility or other purposes where seniority is a factor.

## **ARTICLE 15**

### **LAYOFF AND RECALL PROCEDURES**

#### **Section 15.1 General**

When the City determines that a reduction in work force or job abolishment is necessary, employees shall be laid off in accordance with the provisions of this Article.

#### **Section 15.2 Notification Requirements**

In the event of a long term layoff, employees shall be notified twenty-one (21) calendar days in advance of the effective date of the layoff. Employees will be notified of the City's decision to implement any short term layoff lasting seventy-two (72) hours or less as soon as possible.

#### **Section 15.3 Priority of Employees Laid Off**

In the event of a layoff, whether long term or short term, employees will be laid off in accordance with their Departmental seniority by job classification (last hired, first laid off). The employee with the least Departmental seniority in the Department and job title which is designated for layoff shall be notified of the layoff and shall have the right to displace another employee at the same or lower classification who has less total City seniority, provided that the initially laid off employee is qualified to perform the work of the new position. Any employee displaced by this procedure shall have the right to displace another employee by the same procedure. This process may continue until the least senior employee is laid off.

#### **Section 15.4 No New Hire Before Recall**

Vacancies and/or newly created positions shall be filled first by those employees on lay off provided they are qualified to fill the new positions or vacancies, unless such laid off employee refuses a recall to the position to be filled or fails to respond to a recall notice in a timely manner.

#### **Section 15.5 Recall Period**

Employees who are laid off are subject to recall from lay off for a period of two (2) years. After that time they shall be deemed to be permanently separated from City service, and no longer on layoff.

#### **Section 15.6 Priority of Recall**

A recall from lay off shall be based on Departmental seniority by job classification (last laid off, first recalled). Notice of recall from a long term lay off shall be by certified or registered mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

#### **Section 15.7 Response Time to Recall Notices**

In the case of long term lay off, the employee shall have fourteen (14) calendar days following the date of mailing the recall notice to notify the City of his

intention to return to work, and shall have ten (10) calendar days following notification to the City of his intent to return to work in which to report for duty, unless a different day for returning to work is otherwise mutually agreed in writing.

#### **Section 15.8 Subcontracting**

The City shall not subcontract elements of work which will directly result in the layoff, or continued layoff, of any employee(s) who normally and customarily perform(s) similar work in the Department where the layoffs would or have occurred.

Nothing in this Section, Article or Agreement shall preclude the City from discontinuing a service it now provides and laying off employee(s), ~~even if the service will then be provided by a third party,~~ nor shall it preclude the City from subcontracting the work ~~of an entire Department or Section,~~ if the City, ~~in its sole discretion~~ determines that the needs of the public are best served by such action.

In the event the City determines that it is in the public interest to discontinue a service and/or to subcontract ~~the work of an entire Department or Section performed by bargaining unit members,~~ it shall provide a detailed explanation including a financial analysis of why the determination to discontinue a service and/or to subcontract work was made. The City shall give six (6) months advance written notice to the local Bargaining Unit president of such determination. If the Bargaining Unit so requests, the City shall meet with the Bargaining Unit to discuss the impact of such decision on the employees. Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at Step 3 of the grievance procedure outlined in Article 9 of this Agreement.

#### **Section 15.9 Seasonal and Temporary Workers**

No seasonal or temporary workers will be hired where such workers would directly cause layoffs of employees who normally and customarily perform similar work in the Department where the layoffs would occur.

Any laid off employee who, possesses the qualifications needed to perform seasonal or temporary work similar to that performed in the department where the layoffs would occur shall have the opportunity to displace any seasonal or temporary employee whose essential and primary job duties consist of performing such work, in accordance with the applicable provisions of this Article.

If a laid off employee is hired as a seasonal or temporary employee, he shall be paid the seasonal or temporary rate.

## ARTICLE 16

### PROMOTIONS, ASSIGNMENTS AND TRANSFERS

#### Section 16.1 General

- A. The City shall have exclusive control of the promotion, assignment and transfer of all employees.

In assigning employees to special positions, duties, or assignments, the City will offer, to the extent possible, these positions duties or assignments to all qualified personnel. The City shall consider the following criteria in determining who shall serve in the available position, duty or assignment: experience, specialized training, job evaluations, seniority, physical and mental capabilities, current title, and impact of the assignment upon other operations of the City.

The assignment shall be given to the employee who, at the sole discretion of the City, best meets the above criteria.

- B. If the assignment is expected to last more than thirty (30) calendar days, one (1) copy of the position description will be given to the Bargaining Unit president and the City will post one (1) copy on each Bargaining Unit Bulletin Board, at least five (5) work days in advance of the date anticipated the special position, duty or assignment is to start, to permit employees to submit an application outlining their qualifications. The position description shall include: information regarding hours of work, work week, duties, duration, possibility of overtime and location.

Employees submitting application will be given an opportunity for an interview prior to selection of the individual who will be assigned to the special position, duty or assignment. If any qualified employee(s) apply for the special position, duty or assignment, it shall be given to the best qualified employee applicant. If two (2) or more otherwise equally qualified employees apply for the special position, duty or assignment, it shall be given to the most senior employee applicant. If there are no applicants for the assignment, the least senior qualified employee will be selected for the special position, duty or assignment.

- C. Employees assigned to special positions, duties or assignments will be paid in the position title at a step that is greater than their current position title and step in accordance with Article 45. If the employee selected was receiving acting pay for this special position, duty or assignment, the employee will be paid at a step in the class that is greater than if the employee were receiving acting pay. Longevity will be adjusted according to the position being assigned.

#### Section 16.2 Vacancies in the Bargaining Unit

When the City determines that a vacancy exists within the Bargaining Unit, one (1) copy of the position description will be given to the Bargaining Unit president and the City will post one (1) copy on each Bargaining Unit Bulletin Board. Any

employee may apply for the position by filing an application therefore with the appropriate Department Head within a period to be specified on the job notice, which shall be not less than ten (10) calendar days after the City posts the notices, unless a shorter time period and/or alternate method is mutually agreed to by the City and the Bargaining Unit.

If any qualified employee(s) apply for the position, it shall be given to the best qualified employee applicant. If two (2) or more otherwise equally qualified employees apply for the special position, duty or assignment, it shall be given to the most senior employee applicant.

If no qualified employee applies for the position within ten (10) calendar days of its posting, it may be filled from outside the Bargaining Unit.

The posting shall include the title of the job, a description of the job, the rate or range of pay for the job, and the location of the job.

### **Section 16.3 Transfers, Promotions and Demotions**

If an employee is promoted or transfers voluntarily from one Department to another, he shall be subject to a sixty (60) calendar day probationary period. The employee shall have thirty (30) calendar days in which to voluntarily return to his former position. The City may return the employee to his former position at any time during the sixty (60) day probationary period.

If an employee is involuntarily transferred from one Department to another, he shall be subject to a one (1) year probationary period. If he should be unsuccessful in his new position he may be laid off if no other suitable position exists within the Bargaining Unit, although the City shall use its best efforts to attempt to retain the employee in the City service.

Promotions shall go to the step in the new classification that results in a pay raise. The Promotion date then becomes the date for subsequent step increases. Transfers (moving within a classification or between classifications with the same pay) shall remain in the same step and the transfer date has no impact on the date for subsequent step increases.

Demotions, voluntary or involuntary, shall go to the step in the new, lower classification that is equal to or if none, lower than the step previously held. The demotion date has no impact on the date for subsequent step increases.

### **Section 16.4 Seniority and Transfers Within Bargaining Unit**

If an employee applies for a transfer to another Department within the Bargaining Unit, and such application is granted, the employee will lose all seniority rights which would apply to the new Department, and will be placed at the bottom of the seniority list of the Department to which he has transferred.

In the case of involuntary transfers to another Bargaining Unit position, the employee will retain all seniority rights which he would have had if he had not been transferred.

**Section 16.5 Amendments to Existing Job Descriptions**

The City may amend existing job descriptions from time to time as needed for its operational purposes. The City shall present a copy of the amended job description to the local Bargaining Unit president at least seven (7) calendar days before the new job description shall take effect, together with sufficient copies of the amended description for distribution to any employee in the classification so amended. If the employee or the Bargaining Unit believes a violation of the Agreement has occurred as a result of any such revision to a job description, the Bargaining Unit may request, within seven (7) calendar days of receipt of the amended job description, a Labor Management conference.

If the issue cannot be resolved at the Labor Management conference, the employee may file a grievance as provided for in this Agreement. During the course of scheduling and holding any Labor Management conference, or in any subsequent grievance process, any employee affected by the proposed change in job description shall use his best efforts to carry out his duties under the new job description.



## **ARTICLE 17**

### **LEAVES OF ABSENCE**

#### **Section 17.1 General**

##### **A. Authorization Of Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement.

##### **B. Sick Leave Credit And Vacation Credit**

An employee on leave of absence without pay does not earn sick leave or vacation credit; however, the time spent on authorized leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility or other purposes where seniority is a factor.

##### **C. Falsification Of Leave**

Any leave of absence obtained through false representation, deceit, or fraud may be cause for disciplinary action up to and including dismissal. Leaves of absences will not normally be granted for the purpose of working elsewhere, which includes self-employment.

##### **D. Reinstatement From Leave**

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

#### **Section 17.2 Maternity Leave**

Is subject to the conditions of the "Family Medical Leave Act" (FMLA).

#### **Section 17.3 Military Leave**

Will be provided per the applicable Federal or State law.

#### **Section 17.4 Disability Separation**

A. When an employee has depleted all accruals, with the exception of compensatory time, then the employee shall be placed on disability separation.

B. An employee given disability separation shall have the right to reinstatement to a position in the classification the employee held at the time of separation, if the reinstatement is sought within twelve (12) months including all accruals, except compensatory time.

If the classification the employee held at time of separation no longer exists or no longer is utilized by the City, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.

C. Any appointment to a position vacated by disability separation will be on a temporary basis, and the person accepting such position must be made aware

of its temporary nature.

- D. Should an employee returning from disability separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently filled in accordance with provisions of this Agreement. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.

#### **Section 17.5 Request for Reinstatement -Medical Documentation**

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after presenting the City an application for reinstatement in writing, at least fourteen (14) days in advance of the date the employee wishes to be reinstated, with medical documentation evidencing the following:

- A. that a physician has reviewed the essential functions of the job,
- B. that the employee is able to perform the essential functions of the job with or without reasonable accommodation,
- C. that, if the employee requires reasonable accommodation, exactly what the accommodation shall be, and,
- D. that the employee does not pose a direct threat to health or safety of the employee or others.

The cost of providing this medical documentation shall be borne by the employee.

The City shall, upon written request of the employee seeking reinstatement, provide to the employee a detailed list of the essential functions of the job.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee requires and/or is seeking reasonable accommodation for a disability, he shall identify the accommodation needed in his application for reinstatement.

The City reserves the right to determine the reasonableness of any special accommodation sought, and the right to deny reinstatement if the City determines that the accommodation is unreasonable.

Failure to disclose any accommodation needed for a disability in the application for reinstatement shall be grounds for disciplinary action, including dismissal.

#### **Section 17.6 Medical Examination by City**

Within seven (7) days of receipt of a complete application for reinstatement, the City shall do one (1) of two (2) things:

- A. Reinstatement the employee to his position, as set forth above in this Article; or
- B. Advise the employee in writing that an additional examination is required.

This additional examination prior to returning to service shall be used to determine:

- 1.) If the employee is able to perform the essential functions of the job with or without reasonable accommodation,

- 2.) If the employee requires reasonable accommodation, exactly what the accommodation shall be, and
- 3.) If the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the City.

The City shall provide its physician and the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the City's physician.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the physician shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the physician's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the physician shall report this to the City, and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall:

- C. Reinstatement the employee to his position, as set forth above in this Article; or,
- D. Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the physician shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated.

#### **Section 17.7 Failure to be Reinstated**

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of that date.

#### **Section 17.8 Appeals on Failure to Reinstatement**

If an employee is not reinstated pursuant to the procedures outlined above, he may appeal in writing to the City, within ten (10) days of receiving notice from the City that he is not to be reinstated.

The following procedures shall then apply. The City and employee shall jointly ask their respective physicians to select a neutral, third licensed medical doctor to

examine the employee. This additional examination prior to returning to service shall be used to determine:

- A. If the employee is able to perform the essential functions of the job with or without reasonable accommodation,
- B. If the employee requires reasonable accommodation, exactly what the accommodation shall be, and
- C. If the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne equally by the employee and the City, and each shall pay any fees charged by the original two (2) physicians in setting up this third (3rd) medical review.

The City shall provide the doctor and the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the doctor.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the doctor shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the doctor's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the doctor shall report this to the City, and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall either:

- 1.) Reinstatement the employee to his position, as set forth above in this Article, or
- 2.) Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the doctor shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated.

Prior to being examined by the City's physician, or by the (3rd) third doctor, the employee shall sign a release form authorizing the relevant doctor or physician to release his opinion as required under these procedures.

If, at any stage in this process, the City determines that the cost of accommodating an employee's disability is unreasonable, the employee or the Bargaining Unit may appeal this determination through the grievance procedure.

#### **Section 17.9 Abuse of Disability Separation**

An act of an employee, who has been given a disability separation, which is determined by the City Manager to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

#### **Section 17.10 Court Leave During Regularly Scheduled Work Hours**

- A. Except as provided at the end of this paragraph, Court leave with pay will be granted to a full-time employee who is summoned for any court or jury duty by the United States, the State of Ohio or a political subdivision. Employees shall notify the Department Head or designee as early as possible, not later than one week prior to the court date. If one week's notice is not feasible, then employees shall notify the Department Head or designee as soon as they receive the notice to appear. Except as provided at the end of this paragraph, Court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter related to City business so long as the action in controversy is not a controversy between the City and the employee appearing. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated compensable time.
- B. Employees shall honor any subpoena issued to them, including those for Worker's Compensation and Unemployment Compensation.
- C. Employees are expected to report for work if, after court or jury duty responsibilities are met, two (2) hours or more of the employee's regularly scheduled shift remains.
- D. All moneys received as compensation, unless jury duty or court duty was served totally outside of regular working hours, shall be turned over to the City.

#### **Section 17.11 Personal Leave**

Any personal leave of absence requested must be submitted to the Department Head and approved by the City Manager or his designated representative at least three (3) working days prior to the start of such leave. Personal leaves of absences shall be without pay or fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals, and shall be granted or denied at the discretion of the City Manager or his designated representative.

#### **Section 17.12 Family and Medical Leave**

Employee leave(s) under this provision shall be in accordance with the Family and Medical Leave Act, Policy 15 of the Employee's Policy Manual of the City PM2001-1 as amended from time to time said policy incorporated by reference into this Agreement and as specifically provided for under the Family and

Medical Leave Act Policy currently in effect for all City employees, incorporated by reference into this Agreement.

### **Section 17.13 Trauma Leave**

Applicability: This section is applicable to full-time regular employees of the classified service.

If a full-time regular employee in the classified service, while acting in his official capacity, is involved in an incident resulting in death or permanent disfigurement or disability to a person, or witnesses the death or permanent disfigurement or disability of a fellow employee, or witnesses the death of a person due to the application of a deadly force by another, that employee shall receive trauma leave upon request of the employee to relieve the stress which has resulted from such incident.

The duration of such trauma leave shall be approved by the appointing authority, however, under no circumstances shall such trauma leave exceed thirty (30) days.

While on such trauma leave, the employee shall receive his normal rate of pay for such days, and they shall not be charged to his sick leave or any other accumulated but unused leave time.

Prior to his return to work, the City shall require the employee to take an examination, conducted by a physician, to determine if the effect of the trauma is relieved to the extent that the employee is both physically and mentally capable to perform the essential duties of the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City.

## **ARTICLE 18**

### **OUTSIDE EMPLOYMENT**

#### **Section 18.1 General**

No employee shall accept other employment that interferes with the employee's performance of his duties or responsibilities in his primary position with the City. No employee shall accept other employment that compromises the employee's position with the City through a conflict of interest. Employees will notify the City before accepting employment other than the employee's primary position with the City.

## **ARTICLE 19**

### **EXIT INTERVIEWS**

#### **Section 19.1 General**

Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the City Manager and/or his designee. The purpose of this interview shall be to allow the employee to express reasons for resignation and/or his views on the operation of the Department.



## **ARTICLE 20**

### **SAFETY AND WELFARE**

#### **Section 20.1 Safety Policy**

The City shall make reasonable provisions for the safety, health and welfare of its employees. The Bargaining Unit agrees to work cooperatively in maintaining safety in the City service.

#### **Section 20.2 Safe Equipment**

The City will furnish and will maintain in good working condition, within the limits of its actual knowledge and financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties.

Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

The City may require an employee to restore any item lost or damaged due to the employee's recklessness. Willful destruction of any tools, clothing, facilities, supplies or equipment shall be grounds for disciplinary action which may lead to suspension or dismissal from service. In addition the City shall have the right to recover from the employee the cost of the item(s) so willfully destroyed.

#### **Section 20.3 Safety Committee**

All employees who are titled "foreman" and or "lead linemen" may be required to be members of and to participate in the City's Safety Committee.

The Safety Committee shall be responsible to develop safety policies and procedures for City operations, for the approval of the City Manager, which, upon approval shall have the full force and effect of any other rule or regulation established by the City.

## **ARTICLE 21**

### **LABOR MANAGEMENT CONFERENCE**

#### **Section 21.1 General**

In the interest of effective communications, either party may at any time, request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, unless mutually agreed otherwise by the parties.

The provisions of this Section may be revised and/or otherwise altered only by mutual consent of the parties.

#### **Section 21.2 Purpose of Meeting**

The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Bargaining Unit of changes made by the City which affect employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Bargaining Unit representative the opportunity to share the view of employees and/or make suggestions on subjects of interest to the employees.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

#### **Section 21.3 Number of Attendees**

There shall be no more than five (5) representatives for each party in attendance at the Labor-Management Conference. No less than three (3) employee representatives will attend said Conference unless a waiver has been signed by two (2) Bargaining Unit officers.

#### **Section 21.4 Limits of Purposes of Meetings**

Such Labor Management conferences are not intended to be negotiation sessions to effect changes in the Agreement, nor is either party obligated to act upon any issue raised at such sessions. However, should an agreement for action be reached at such conference, both parties agree to abide by such agreement to the best of their abilities.

## **ARTICLE 22**

### **UNEMPLOYMENT COMPENSATION**

#### **Section 22.1 General**

Employees shall be provided unemployment compensation coverage to the extent required by law.

## **ARTICLE 23**

### **PENSION FUND**

#### **Section 23.1 General**

Employees shall be provided coverage under the Public Employees Retirement System as required by law.

## **ARTICLE 24**

### **SEVERANCE PAY**

#### **Section 24.1 General**

Upon retirement, death, resignation, or termination, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay and overtime pay, or compensatory time due and owed to them as of their last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

## **ARTICLE 25**

### **HOURS OF WORK FOR EMPLOYEES**

#### **Section 25.1 General**

The standard normal work week for all employees shall be forty (40) hours, exclusive of lunch or other meal periods. The City will use its best efforts to schedule employees' days off such that the days off are contiguous.

#### **Section 25.2 Work Week Defined**

The work week is considered to be from Monday to Monday at 0001 hours.

#### **Section 25.3 Hours of Work – Clarification**

For the purposes of this Article, hours of work shall include any approved time off. This Article is intended to define the normal hours of work in effect at the time of execution of this Agreement. These hours are the basis for computing overtime. This paragraph shall not be construed as a guarantee of work per day or per week.

#### **Section 25.4 Paid Lunch Periods**

If the City determines that any employee is required to remain at the work site for the entire length of a period of eight (8) hours or more, then the employee shall be permitted a one half (1/2) hour paid lunch break during said period, provided the employee shall make himself available to respond to work demands during the lunch period if the need arises.

#### **Section 25.5 Rest Periods**

The appropriate Department Head, in his sole discretion, may schedule up to two (2) rest periods during each work day which is scheduled to last eight (8) hours or more. Each rest period shall be taken at the work site, and shall in no circumstances exceed fifteen (15) minutes in length from the time productive work ceases until it begins again. Rest periods may not be scheduled or taken in the first one and one-half (1½) hours of the work day.

## ARTICLE 26 OVERTIME

### Section 26.1 General

It is an essential aspect of employment with the City that all employees make themselves available for overtime work. Employees who do not make themselves available and/or who otherwise refuse to work overtime on a regular or repeated basis or during emergencies (declared or otherwise) when requested to do so, and who do not have a bona fide reason for such unavailability and/or refusal, may be subject to disciplinary action, including dismissal.

All work performed in excess of the regular forty (40) hour work week, shall be overtime and shall be compensated at the rate of one and one-half (1½) times the regular rate of pay, except as provided below.

#### **Flexible Work Schedule**

An employee who is scheduled to work what would normally be a defined period of overtime on either Saturday or Sunday may opt to deduct an equivalent number of hours from his normal workweek provided the deduction occurs during the same week. This decision is subject to management's approval contingent on operational needs.

Management has the right to send any employee home if that employee has worked sixteen (16) continuous hours or any combination in Section 26.4. Management also has the right to have the employee report late to his regular duty day.

### Section 26.2 Call In Procedure

Employees are required to provide the City with a telephone number.

When an employee is required to and does report back to work at a time not contiguous to his regular scheduled work shift, he shall be guaranteed a minimum of two (2) hours pay. However, additional callouts during any two (2) hour callout period will not result in additional guaranteed two (2) hour minimum pay (no pyramiding). For the purpose of time tracking, the employee will be on active pay status at the time of the call and remain in active pay status until the employee punches out.

Except as may be provided by a standby rotation schedule, the opportunity and/or requirement to work unscheduled time will be distributed as equally as possible, after taking into consideration the qualifications of employees, to perform the work required.

Employees on light duty and/or work restrictions are not eligible to be called in for overtime.

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### **Section 26.3 Specially Scheduled Shifts**

In a department where there is a need to fill vacancies in specially scheduled shifts, there shall be a posting for sign up by those qualified employees in that department. Such signups for specially scheduled shifts will be posted for a minimum of twenty four (24) hours, whenever possible.

In the event that an insufficient number of qualified employees in that department signs up for the specially scheduled shift, it shall be available to qualified employees from outside that department. In the event that an insufficient number of qualified employees overall signs up for the specially scheduled shift, the least senior qualified employee(s) first from the affected department and then from outside that department shall be required to work the specially scheduled shift.

However, an employee on standby shall not be required to work specially scheduled shifts but may sign up for specially scheduled shifts for a maximum of eight (8) hours in a twenty four (24) hour period. For the purpose of this Section, divisions/sections within the Operations Department (Water Distribution, Streets & Sewer, Refuse, Recycling, Construction, Maintenance and Garage) shall be treated as individual departments.

### **Section 26.4 Flex Time**

Once an employee achieves forty (40) hours of active pay status, he may request that management deem his normal workweek complete. Management's decision shall be contingent upon operational needs.

### **Section 26.5 Double Time/Overtime Hours**

Double time is earned under any of the following conditions:

- 1) Any time worked over sixteen (16) contiguous hours;
- 2) Any time worked over sixteen (16) hours without a six (6) hour break;
- 3) Any time worked over eight (8) consecutive hours after your regular forty (40) hour work week;
- 4) ~~All non-scheduled overtime hours worked on a~~ City observed legal holiday.

### **Section 26.6 Paid Meal Period and Meal**

Except as specifically modified by this article, the City Meal Policy may be modified from time-to-time.

When an employee is called upon to work during the following conditions:

- 1.) Employee is asked to work four (4) hours or more contiguous to his regular eight (8) hour work shift.
- 2.) Employee is called upon to work during his off-duty hours and that period of work lasts five (5) hours.

In each of the above situations, the employee will be entitled to a paid one-half (1/2) hour meal period and will also be entitled a meal expense. Meal expenses



will be provided at the per diem rate of twelve dollars (\$12.00) without necessity of receipt.

Should the above situation occur for an employee on standby, the same policy will exist. In addition, if the employee is required to work for a period not less than four (4) hours prior or proceeding his other regular eight (8) hour work period, they shall be entitled to the same one half (1/2) hour paid meal period and meal at twelve dollars (\$12.00).

**Section 26.7 Mutual Aid Pay**

Any Electric Department employee called upon and responding to mutual aid assignment will receive compensation at 1½ times their regular rate of pay for the initial eight (8) hours of work and all hours of work thereafter shall be paid at two (2) times their regular rate. Time worked shall include travel time and all hours actually worked while on mutual aid assignment.

## ARTICLE 27

### DISCOUNTED ADMISSION FEES

#### Section 27.1 Discounted Admission-Membership Fees

Each Bargaining Unit Member and members of his immediate family, shall be admitted to all City recreation programs and activities, and shall be entitled to purchase memberships at the Swimming Pool and Municipal Golf Course for one-half (1/2) of the amount which otherwise would be charged for the program, activity or membership. However, this benefit shall not apply to daily admission to the Municipal Swimming Pool or to greens fees or cart fees at the Municipal Golf Course.

For the purposes of this Article, the term "immediate family" shall mean the employee's spouse, minor children and minor stepchildren.

## **ARTICLE 28**

### **COMPENSATORY TIME**

#### **Section 28.1 General**

Employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status, subject to the following maximum limits:

<i>Department</i>	<i>Maximum # of Hours</i>
Operations	80
Electric	80
Water & Wastewater	80
Parks & Recreation	80

#### **Section 28.2 Submission in Writing**

All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Such request shall show the date and time when compensatory time was earned and a brief description of the activity.

#### **Section 28.3 Rate of Credit of Compensatory Time**

Compensatory time shall be credited at the appropriate overtime rate (either one and one-half (1-1/2) rate or double rate) for each hour of authorized overtime worked.

#### **Section 28.4 Rules**

Compensatory time off shall be subject to advance approval by the employee's supervisor. Not less than one quarter (1/4) hour of compensatory time shall be taken off on any one (1) day.

#### **Section 28.5 Advance Approval Required**

No compensatory time will be credited unless the overtime hours worked are authorized in advance by the appropriate supervisor. Employees shall not be eligible for compensatory time credit for any hours for which they were otherwise compensated.

#### **Section 28.6 Conversion to Overtime Pay**

Any employee shall be permitted to transform accumulated compensatory hours into overtime payment, in minimum blocks of eight (8) hours, upon twenty-eight (28) days' notice to the Payroll Department of the City. The twenty-eight (28) day notice requirement shall be waived in the case of termination of employment with the City or promotion to a position outside the bargaining unit.

## **ARTICLE 29**

### **MISCELLANEOUS REQUIREMENTS**

#### **Section 29.1 Residency Requirements**

Residency requirements shall be in accordance with the City's Personnel Code or other legislation or lawful agreements entered into by the City. All employees of the City are required to reside within Henry County, Ohio or within an adjacent county, thereto within this state. The Appointing Authority will make reasonable determination of the residency utilizing the following factors among others: the physical location where the employee has telephone service, the physical location where the employee entertains friends, eats meals, and maintains furniture and clothes, and the physical location where residency is declared as such by the employee on his or her voter registration.

#### **Section 29.2 Replacement of Personal Items**

If an employee's eyeglasses, contact lenses, dentures, hearing aid or artificial limb is destroyed or lost as a result of the employee performing his assigned job duties, the City may, if, in the City's sole discretion, the employee was acting in good faith and was performing his job in a safe and appropriate manner, assist the employee in the replacement of said personal item.

The assistance in replacement shall be limited to the prorated remaining expected useful life of the item in question. The employee shall be required to provide proof of the original date of purchase of the item in question, together with a copy of the invoice for the replacement item. For the purposes of this Article the following will be used as the expected life of the listed items:

<i>Item</i>	<i>Expected Life (Years)</i>
Eyeglasses	3
Contact Lenses	3
Dentures	5
Hearing Aid	5
Artificial Limb	10

#### **Section 29.3 Licenses, Reimbursement, Suspension or Revocation**

The City shall pay for or reimburse the renewal of licenses that the City deems in its sole discretion, to be in its interest to maintain.

If a license is required as part of an employee's job description, and the employee has that license suspended, the employee may be subject to layoff for the period of suspension.

If a license is required as part of an employee's job description, and the employee has that license revoked, the employee may be subject to otherwise permanent layoff in accordance with the Article 15, "Layoff and Recall Procedures". Only in the event that suitable employment is available in the City that would not require a license, would the employee be eligible for recall.

Notwithstanding Article 15, "Layoff and Recall Procedures", employees laid off in accordance with this article shall not be allowed to displace other bargaining unit employees.

Nothing herein restricts the Employer's right to bring disciplinary action in accordance with Article 11, Disciplinary Procedures.

#### **Section 29.4 Operator's License/CDL**

Certain positions with the City require that the Employee obtain and maintain a commercial driver's license (CDL), as required by law. Under no circumstances shall an employee be permitted to operate a City vehicle requiring a CDL unless the employee possesses a valid driver's license and a valid Commercial Driver's License.

It is the employee's responsibility to notify the Employer prior to performing any work for the City, but no later than twenty-four (24) hours after his license is suspended, revoked or cancelled, or if he is disqualified from driving. An employee who has his CDL suspended, cancelled or revoked shall be subject to disciplinary action.

Any employee occupying a position for which a CDL is required shall be considered unable to continue to fill such position if he is unable to obtain the required license, fails to properly renew his CDL, or has his CDL suspended or revoked.

In the event that an employee loses ~~their~~ his driver's license or CDL, or their driving privileges are totally suspended by the State of Ohio, ~~and the employee\_ shall continue to report to work remain available to work, he~~ they shall continue to receive ~~their~~ his current rate of pay for up to thirty (30) calendar days. Thereafter, the employee may be subject to demotion, layoff, suspension, or termination at the discretion of the City Manager.

The Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 3 82) shall apply to all CDL holders in the bargaining unit. The procedures for testing are contained in the Department of Transportation "Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40).

## **ARTICLE 30**

### **MISCELLANEOUS DEDUCTIONS**

#### **Section 30.1 Miscellaneous Deductions**

The City shall continue to make deductions as requested by employees for U.S. Savings Bonds, Deferred Compensation, Credit Bargaining Unit and United Way, to the extent these programs continue to be made available to all other City employees.

#### **Section 30.2 PEOPLE Deductions**

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Bargaining Unit's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Bargaining Unit of an individual written authorization card voluntarily executed by the employee.

The Contribution amount will be certified to the Employer by the Bargaining Unit. Monies deducted shall be remitted to the Bargaining Unit within five (5) to fifteen

(15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P O BOX 65334, Washington DC, 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Bargaining Unit dues deducted and the list of employees who had fair share fees deducted. A copy of this list must also be sent to AFSCME, Toledo Region 420 S. Reynolds Road, Toledo, Ohio 43615. An employee shall have the right to revoke any such authorization by giving written notice to the Employer and the Bargaining Unit at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

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## **ARTICLE 31**

### **BARGAINING UNIT LEAVE**

#### **Section 31.1 Bargaining Unit Leave**

Employees will be allowed a total of three (3) Bargaining Unit Leave days during each calendar year in accordance with the provisions of this Article. Bargaining Unit Leave Days may not be accumulated from year to year. Such Bargaining Unit Leave Days may only be used for the following events:

- A. AFSCME Ohio Educational Conference
- B. AFSCME Ohio Council 8 Convention
- C. AFSCME International Convention
- D. AFSCME Ohio Legislative Political Action Conference
- E. AFL -CIO Convention

The employee shall notify the City in writing at least two (2) weeks in advance of Bargaining Unit Leave. No more than one (1) employee within a Department may be on Bargaining Unit Leave at any given time.

Any employee taking Bargaining Unit Leave shall utilize vacation, compensatory time or Personal Day(s) for Bargaining Unit Leave.



## ARTICLE 32

### CITY OBSERVED LEGAL HOLIDAYS AND PERSONAL HOLIDAYS

#### Section 32.1 Eligibility

The provisions of this Article shall apply only to employees who are hired on a full time permanent basis.

To become eligible for holiday pay, the employee must work the full last scheduled work day prior to, and the full next scheduled work day after, each of the City observed legal holidays listed unless the employee was otherwise in active pay status.

#### Section 32.2 Effects on Vacations and Days Off

When one (1) of the City observed legal holidays falls within an eligible employee's approved vacation period, he shall be entitled to holiday pay in lieu of his vacation pay. Employees who are scheduled to work on any of the City observed legal holidays listed shall receive eight (8) hours holiday pay, plus one and one-half (1 1/2) times their regular rate of pay for all time actually worked.

When one (1) of the City observed legal holidays falls on a scheduled day off, the employee may elect to receive the pay or to bank the holiday.

#### Section 32.3 Observance Days

For employees who have a regular work schedule other than Monday to Friday, the observance of the holiday shall be on the day of such holiday as printed in the schedule below. For those employees whose regular schedule is Monday to Friday, City observed legal holidays that fall on a Saturday will be observed on Friday, and City observed legal holidays that fall on Sunday will be observed on Monday.

#### Section 32.4 Schedule of City Observed Legal Holidays

The following are the paid City observed legal holidays:

January 1, Good Friday (being the Friday immediately prior to Easter Sunday), Memorial Day (being the last Monday in May), July 4, Labor Day (being the first Monday in September), Thanksgiving (being the fourth Thursday in November), December 25, and an additional floating holiday as specified below:

If December 25th is Sunday, then December 25th will be recognized on December 26th and an employee shall also receive December 27th as the additional floating holiday.

If December 25th is Monday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Tuesday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Wednesday, then an employee shall also receive the day after Thanksgiving as the additional floating holiday.

If December 25th is Thursday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Friday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Saturday, then December 25th will be recognized on December 24th and an employee shall also receive December 23rd as the additional floating holiday.

#### **Section 32.5 Failure to Work on Holiday**

Employees who are scheduled to work on a designated City observed legal holiday and do not report for work on the holiday shall not be entitled to holiday pay unless their reason for not reporting would ordinarily be acceptable under the applicable provisions of this Agreement.

#### **Section 32.6 Personal Holidays**

Personal Holidays may be taken on any work day chosen by the employee and approved in advance by the employee's supervisor. During the first calendar year of employment, the number of personal holidays, or portion thereof, shall be prorated based upon the month in which the employee is hired; and an employee hired on December 1 or later shall have no personal holidays for that year. Such personal holidays must be taken prior to the last day of the last complete pay period of the calendar year or they will be lost and cannot be accumulated.

Employees shall receive Personal Holidays as follows:

1 – 5 years	Four (4) Personal Holidays *
6 – 24 years	Five (5) Personal Holidays
25+ years	Six (6) Personal Holidays

## ARTICLE 33 VACATIONS

### Section 33.1 Vacation Entitlement Schedule

Employees who have been hired on a full time permanent basis are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

LENGTH OF SERVICE COMPLETED	MAXIMUM VACATION ACCRUED PER YEAR	BIWEEKLY ACCRUALS
1 Year but Less Than <u>7</u> <del>8</del> Years	2 Weeks	3.077/pay
<u>7</u> <del>8</del> Years But Less Than <u>11</u> <del>12</del> Years	3 Weeks	4.616/pay
<u>11</u> <del>12</del> Years or More	4 Weeks	6.154/pay

### Section 33.2 Scheduling of Vacations -General

Vacation will be arranged to give consideration to the desire of the employee to the extent possible in line with their seniority and, at the same time, which will not interfere with City operations. All employees eligible for vacation must take their vacation except as otherwise specified in this Article.

### Section 33.3 Vacation Carryover and Cash Out Provisionss-to-be-Taken-During-Year-After-Earned

~~Generally vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The City shall may permit an employee to accumulate carryover up to eighty (80) hours of vacation from year to year, which must be used within ninety (90) calendar days of the employee's anniversary date. Up to sixty-four (64) hours of carryover vacation time may be cashed out at the current rate of pay, after the employee's anniversary date. Any unused carryover vacation time that is not cashed out within ninety (90) calendar days of the employee's anniversary date will be forfeited. A leave carryover or cash out form must be submitted to the City Manager or designee no later than thirty (30) calendar days of the employee's anniversary date. The application for leave carryover must be submitted in the City Manager's office for approval no later than fifteen (15) days prior to the anniversary date; and any carryover not approved would be cashed out at the current rate.~~

### Section 33.4 Full Time Requirement for Eligibility for Vacation

Only full-time employees will earn or be granted vacation leave.

### Section 33.5 When Accrued

Vacation leave is accrued while in active pay status but is not accrued while performing overtime or time spent on authorized unpaid leave of absence.

Employees shall receive a pro-rated share of vacation accrual for partial biweekly periods spent in active pay status.

## **ARTICLE 34**

### **APPLICATIONS FOR TIME OFF**

#### **Section 34.1 Scheduling of Time Off**

The following guidelines will be followed when applying for and authorizing time off. Vacation, holidays, personal days, and compensatory time are considered time off. Any and all combinations of the above may be used when applying for time off.

<i><b>Number of Days Requested</b></i>	<i><b>Minimum Notice</b></i>	<i><b>Cannot Be Bumped After</b></i>
Less than 5 days	7 days	7 day minimum notice period has expired
5 plus days	35 days	35 day minimum notice period has expired

Priority for time off within the above categories will be determined by seniority from an employee's most recent employment date. The minimum notice date given above shall also be deemed to be the application date for the purposes of this section, regardless of when the application for time off is actually received, for purposes of comparisons for seniority rights.

Alternative guidelines to the above may be developed from time to time by the mutual consent of both parties to this Agreement.

Exceptions to minimum notice may be permitted if no schedule change is needed to accommodate such exceptions, or for exceptional circumstances subject to the approval of the Department Head.

Authorization of time off is subject to available personnel, and the recognized City objective of minimizing overtime paid.

#### **Section 34.2 Time Off Usage**

Each employee may use vacation, personal time and compensatory time in no less than one-quarter (1/4) hour increments.

## **ARTICLE 35**

### **SICK LEAVE**

#### **Section 35.1 Crediting of Sick Leave**

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of one hundred twenty (120) hours, but not during a leave of absence, suspension, or layoff. Unused sick leave shall accumulate without limit.

#### **Section 35.2 Retention of Sick Leave**

An employee hired after the effective date of this Agreement who transfers from a public agency shall retain credit for any sick leave earned at that agency, so long as he is employed by the City, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from public employment shall be placed to his credit upon his re-employment in the City provided that such re-employment takes place within ten (10) years of the date on which the employee was last separated from public employment.

Sick leave transferred in from another public agency may be used only to extend sick leave coverage while in the employment of the City, and only after all sick leave earned at the City has been exhausted.

Sick leave transferred in from another public agency may not be used in computing sick leave conversion for retirement or additional vacation leave purposes.

#### **Section 35.3 Expiration of Sick Leave**

If illness or disability continues beyond the time covered by earned sick leave, the employee may apply for a disability separation or a personal leave in accordance with this Agreement.

#### **Section 35.4 Charging of Sick Leave**

Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

#### **Section 35.5 Uses of Sick Leave**

- A. Sick leave shall be granted to an employee only upon approval of the City and for the following reasons:
  - 1.) Illness, injury, medical examination or treatment of the

employee during non-working hours. The employee shall be required to produce satisfactory documentation that any medical examination or treatment could not be scheduled during non-working hours.

- 2.) Illness, injury, medical examination or treatment of a member of the employee's immediate family which requires the care and attendance of the employee. The employee shall be required to produce satisfactory documentation that the medical examination or treatment could not be scheduled during non-working hours.
  - 3.) Affliction of a member of the immediate family with a contagious disease such that the presence of the employee at his job would jeopardize the health of others due to the nature of the contagious disease.
  - 4.) Pregnancy and/or childbirth and other conditions related thereto.
- B. For the purpose of this Section, immediate family shall include the employee's father, mother, spouse, child, stepchild in residence or other person whom the employee stands in "Loco Parentis". The immediate family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his immediate family, except as may be approved by the City Manager in his discretion in unusual and exceptional circumstances.

#### **Section 35.6 Notification By Employee**

When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person, fifteen (15) minutes before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements have been made in advance with the supervisor.

#### **Section 35.7 Abuse of Sick Leave**

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in denial of pay to cover the day(s) in question and may result in disciplinary action up to and including dismissal. If pay has been received for sick leave for which there was no entitlement, the City shall have the right to recover from the employee any money wrongly paid.

Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, or while committing a criminal action. This provision shall not apply to sick leave used for the purposes of bona fide drug treatment, alcohol treatment or mental health treatment programs.

**Section 35.8 Evidence Required for Sick Leave Usage**

Any employee requesting sick leave shall furnish a satisfactory written signed statement to justify the use of sick leave.

If medical attention is required, a certificate from a physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal.

**Section 35.9 Physician Statement**

Employees on sick leave on more than two (2) consecutive working days shall be required to furnish a certificate from a physician notifying the City that the employee is unable to perform the job, and may be required to present a like certificate from a physician upon the employee's return to work indicating his fitness and ability to perform the job.

In addition, employees shall also be required to furnish a certificate from a physician for each illness of less than three (3) days duration for each occasion which exceeds four (4) occasions per calendar year for which no physician's certificate was presented.

Exceptions may be made to the limits listed above in certain circumstances, and only upon advance written approval of the Department Head and the City Manager.

Employees may be required to furnish a certificate from a physician for each illness of less than three (3) days duration if the City has reasonable suspicion that sick leave abuse is occurring or will occur.

Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 35.10 Physical Examination**

The City may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City. Further appeal of the determination shall follow the procedure outlined in Article 17.

**Section 35.11 Retirement Sick Leave Conversion**

Unless otherwise approved by the City Manager at the request of the employee, any bargaining unit employee who retires (PERS) after ten (10) years of continuous service with the City or who dies in service after five (5) years of continuous service with the City shall be compensated for accumulated, but unused, sick leave at the time of retirement or death in the form of a lump sum payment in the following manner:

- A. One (1) day's pay for every three (3) days of accumulated but unused sick leave.



- B. Such lump sum payment shall reduce to zero (i.e. Eliminate) the employee's sick leave credit.

An employee's "daily base rate" or "day's pay" shall be figured by dividing the employee's annual base rate at the time of retirement by 2080 hours and multiplying that base hourly rate figure by eight (8) hours.

The death benefit payment shall be made to the beneficiary designated by the employee in writing on a form provided by the City. In the event that there is no such valid designation, the payment shall be made to the employee's estate upon application of the legal representative thereof.

- C. Transfer of Sick Leave – An employee who formerly worked for another public agency in Ohio, shall be given credit for any accumulated but unused sick leave provided that the employee was hired by the city within ten (10) years of the date on which the employee was last terminated from public service, and further provided that deduction from such sick leave credit shall be made for any payment or credit given by the previous agency in lieu of taking sick leave.

Transferred Sick Leave may be used to extend sick leave coverage while in the employment of the City, and only after sick leave earned at the City has been exhausted; further, unless otherwise provided, such transferred sick leave may not be used in computing sick leave payout at retirement or additional (sick leave conversion) vacation leave purposes.

#### **Section 35.12 Sick Leave Conversion to Vacation Hours**

An employee with a sick leave balance in excess of nine hundred and sixty hours (960) may use a portion of such excess sick leave as vacation time by converting three (3) sick leave days for each one (1) day of vacation time. An employee may convert up to a maximum of fifteen (15) such excess sick leave days per calendar year. However, such conversion shall not be permitted if payment of overtime to another employee becomes necessary as a result.

#### **Section 35.13 Sick Leave Incentive**

During the period of January 1st through December 31st of each year, full-time employees can earn a maximum of eight (8) additional personal holiday hours by not using excused or unexcused sick leave. Sick leave eligible under the Family and Medical Leave Act (FMLA) will not be counted against an employee for this sick leave incentive. Full-time employees may earn additional personal holiday hours in accordance with the following terms:

<u>January 1st - March 31st</u>	<u>2 hours</u>
<u>April 1st - June 30th</u>	<u>2 hours</u>
<u>July 1st – September 30th</u>	<u>2 hours</u>
<u>October 1st – December 31st</u>	<u>2 hours</u>

Hours earned under the terms of this section shall be used in accordance with Article 34 and Section 32.6 of this contract and shall be applied to the employee's personal holiday balance. Hours earned in the final quarter of the calendar year shall be applied to the following year.

## ARTICLE 36

### BEREAVEMENT LEAVE

#### Section 36.1 General

A full-time permanent employee shall be granted a leave of absence with pay to attend the funeral or memorial service of a member of his immediate family. Such ~~leave of absence will be granted between~~ shall be used within 10 work days starting on the day of death until and including the day of the funeral, not to exceed three (3) ~~calendar work~~ days and shall not be charged against the employee's accumulated sick leave.

#### Section 36.2 Notification Requirements

The employee must notify his supervisor of the purpose of his absence as soon as possible but not later than one (1) hour prior to his scheduled starting time on the employee's first day of such absence from scheduled duty. The employee shall ~~may be asked to~~ provide to the Department Head verification of the death, relationship, and funeral or memorial service date.

#### Section 36.3 Immediate Family Defined

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, stepchild, grandchild, or legal guardian.

A full-time permanent employee shall be granted a one (1) day leave of absence with pay to attend the funeral or memorial service of a brother-in-law, sister-in-law, aunt or uncle or the spouse's grandparents, subject to the provisions of Section 36.2.

#### Section 36.4 Additional Leave

Additional leave may be granted at the discretion of the ~~Department Head~~ City Manager or designee, for travel or such other related purposes, with such additional leave days being deducted from the employee's accumulated vacation, compensatory time, personal holiday or sick leave balance at the employee's discretion. Alternatively, the employee may elect to take the leave unpaid.

## **ARTICLE 37**

### **INJURY LEAVE**

#### **Section 37.1 Procedure After Injury**

Any employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment and is determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation as a result of such injury or occupational disease, shall be entitled to injury leave, according to the following plan:

Employee reports injury to their supervisor within 24 hours. Employee seeks medical treatment from Henry County Hospital or a medical provider certified with the Ohio Bureau of Workers' Compensation. Employee completes all necessary paperwork i.e. First Report of Injury (FROI-1).

#### **A. Wage Continuation**

If it is determined that the injury requires the employee to be off work, **Wage Continuation** (regular wages) shall be granted by the Department of Human Resources for up to ninety (90) calendar days. Wage Continuation qualifications are as follows:

The injury or illness must be determined to be compensable by the City of Napoleon, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable.

The employee must complete a FROI-1 (First Report of Injury) application and sign a wage agreement, medical release and an election form. The City of Napoleon reserves the right to have the employee examined by a physician of its choice at the City of Napoleon's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
3. Employee fails to appear for employer-sponsored medical examination.
4. Employee has reached maximum recovery and/or the condition has

become permanent.

5. The claim is found to be fraudulent after payment has been commenced.
6. The injured worker attempts to collect both wage continuation and temporary total compensation.
7. Employment termination.
8. Violation of any company policy or guideline.

At the expiration of the Wage Continuation, if the employee is still unable to work, the employee may elect to apply for Temporary Total Disability payments from the Ohio Bureau of Workers' Compensation or use accumulated sick or other accrued time.

Employee whose injury has been determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation will continue to be covered by the City's Health Plan for up to one (1) year.

Employees approved injury time shall be counted concurrently with the FMLA.

**B. Transitional Work Program**

The employee may be able to return to work under the City's Transitional Work Program. This program works to minimize the impact of an injury, illness, or disability on an employee's capacity to work safely and productively, as well as to serve as a benefit to protect the employability of workers with restrictions; moreover, it's a program that involves an early intervention process requiring the timely utilization of internal and external services and interventions. The program focuses on early return to work strategies designed to control lost time and disability costs and requires joint employee and management involvement, support and accountability. Specific policies and procedures related to this program have been adopted by City Council.

At the conclusion of a twelve (12) month period, the employee shall either return to work, if determined to be able to perform the job, or shall be separated from City service, and may only be reinstated in accordance with Section 37.2 below.

**Section 37.2 Reinstatement After Injury or After Separation Due to Injury**

An employee who is absent due to Injury Leave as defined in Section 37.1 above, or who has been separated from service due to injury or physical disability incurred in the performance of duty, may be reinstated only through the application for reinstatement after disability procedure outlined in Article 17, provided that such application shall be filed not later than the earliest of the following:

- A. Twenty-four (24) months after the injury occurred, or,
- B. Twelve (12) months after separation from service under the provisions of Section 37.1 of this Article, or,
- C. The date of service eligibility retirement.

**Section 37.3 Payment of Accumulated Sick Leave**

Any employee who is permanently separated from City service due to a service related disability compensated by the Ohio Bureau of Workers Compensation or the Public Employees Retirement System Fund, as a result of a bodily injury received in the line of duty, shall receive a lump sum payment for one half (1/2) of his accumulated but unused sick leave. The designated beneficiary of any employee who dies as a direct and proximate result of such an injury shall receive payment for the full balance of the accumulated but unused sick leave.

## **ARTICLE 38**

### **TRAVEL ALLOWANCE**

#### **Section 38.1 Mileage Allowance**

Any employee requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the IRS standard then in effect for all City employees.

## **ARTICLE 39**

### **UNIFORMS AND EQUIPMENT**

#### **Section 39.1 General**

The City shall provide, at its cost an adequate supply of uniforms or other means of identification to meet the needs and requirements of the position.

#### **Section 39.2 Acceptable Use**

The employees shall wear the uniforms at work. Employees may wear the uniforms on their way to and from work unless otherwise mandated by Federal, State, or Local guidelines. The employee shall not wear the uniform at any other times. The replacement or repair of uniforms damaged either intentionally and/or as the result of carelessness or the gross negligence of the employee shall be at the sole cost of the employee.

#### **Section 39.3 Outer Wear**

Effective January 1, 2015, each employee shall be eligible to receive, once per calendar year, a reimbursement of up to ~~\$2~~+50.00 for purchases of outer wear that an employee utilizes in the performance of their outdoor duties.

Articles reimbursed remain the property of the employee. The City shall not be responsible for theft, damage, care or replacement of such articles.



## **ARTICLE 40**

### **EDUCATIONAL BENEFITS**

#### **Section 40.1 General**

Each employee may be provided with opportunity, as approved by the City Manager, to attend schooling, certification, or recertification programs required to maintain the present level of services provided by the City. The City shall pay necessary expenses including tuition and text books. Lodging, meals, and mileage shall be paid for out-of-town schooling with approval of the City Manager. Schooling shall ordinarily be scheduled such that overtime is not required. Any overtime requests shall have the advance approval of the City Manager.

The cost of the first attempt by an Employee to obtain a specific license, certification, or recertification shall be paid by the City without regard to whether the Employee passes the course or testing required for such license, certification, or recertification. The Employee shall bear the cost of subsequent attempts to pass. In the event the Employee subsequently passes, the City shall reimburse the Employee the cost of the last (passing) course and/or test fee. The Employee must provide receipts in order to receive reimbursement.

#### **Section 40.2 Additional Education**

Employees shall be eligible to receive an amount not to exceed Four Hundred Dollars (\$400.00) as reimbursement for cost of seminars, correspondence or other job related courses approved by the City Manager and taken on other than City time and at other than City expense. This shall be based upon the course taken and successfully passed. Application for such reimbursement shall be submitted by the employee to the City Manager for approval or disapproval prior to the beginning of the schooling. The request shall include all relevant dates showing the content of the schooling to be taken and its relationship to the employee's job. If approved, the reimbursement shall be made following the employee's submission of documentation to the City Manager showing that he has successfully passed the courses taken. Reimbursement for college courses shall follow the City's Employment Policy Manual, that section incorporated by reference into this document and as may be amended from time-to-time.

## **ARTICLE 41**

### **LIFE INSURANCE**

#### **Section 41.1 Life Insurance**

A death benefit in the amount of Twenty Thousand Dollars (\$20,000), in accordance with the terms of a term life insurance policy, shall be paid to the designated beneficiary of an employee of the City who has been hired on a full time permanent basis, upon death, providing such death occurs after the employee has completed thirty (30) days from the date of employment and the first of the month thereafter. Each employee shall furnish the City with a beneficiary designation. In the event the employee has failed to designate a beneficiary, then the benefit shall be made to his estate, upon the application of the legal representative. The City will provide a Certificate of Insurance to each employee.

## **ARTICLE 42**

### **HEALTH INSURANCE**

#### **Section 42.1 Hospital and Medical Benefits**

The City shall provide group health insurance coverage for each employee as determined by the City of Napoleon's Health Care Cost Committee, in accordance with Appendix A, the by-laws of the Committee.

#### **Section 42.2 Leaves of Absence -Continuation of Premiums**

Upon the written request of an employee on leave of absence, the City will continue the employee's coverage under the Group Life, and Health Insurance plans, and will pay its share of the premiums for such plans in accordance with the provisions of Section 42.1 of this Article for the balance of the month in which the leave begins. On the first day of the month following the commencement of the employee's leave of absence, the employee will then and thereafter be solely responsible for the payment of all subsequent such premiums.

Where a conflict may exist between the provisions of this section and the "Family Medical Leave Act" (FMLA), the FMLA shall prevail.

## **ARTICLE 43**

### **RETIREMENT CONTRIBUTION PICK-UP**

#### **Section 43.1 Salary Reduction Method**

Subject to the approval of the I.R.S., the City agrees to maintain the current designated pickup plan for the employee's contributions to the Public Employee's Retirement System. The plan will use the salary reduction method of deducting the employees' contributions from the employees' gross wages to arrive at an adjusted gross wage for tax purposes. As a condition of maintaining said plan, all employees shall be required to participate in any such pickup plan.

## **ARTICLE 44**

### **LONGEVITY PAY PLAN**

#### **Section 44.1 Schedule Of Longevity Payments**

Longevity payments shall be made, as an addition to base wage, to all permanent, full-time qualified employees who shall have completed at least five (5) years of continuous service with the City. For the purposes of this particular benefit, authorized unpaid leave of absence shall not be construed as an interruption in continuous service. Longevity payments shall be based on the years of service of the employee and the amount of payment shall be in accordance with the following schedule:

Employees hired prior to December 1, 2010 shall be eligible for longevity as set forth in the table below. Employees hired on or after December 1, 2010 shall not be eligible for longevity payments.

	Parks & Rec Worker I	Parks & Rec Asst. Dir.	Laborer	MSW I
After 5 Years of Service	\$300.00	\$350.00	\$350.00	\$400.00
After 7 Years of Service	\$448.00	\$520.00	\$520.00	\$596.00
After 9 Years of Service	\$596.00	\$690.00	\$690.00	\$792.00
After 11 Years of Service	\$744.00	\$860.00	\$860.00	\$988.00
After 13 Years of Service	\$892.00	\$1,030.00	\$1,030.00	\$1,184.00
After 15 Years of Service	\$1,040.00	\$1,200.00	\$1,200.00	\$1,380.00
After 17 Years of Service	\$1,188.00	\$1,370.00	\$1,370.00	\$1,576.00
After 19 Years of Service	\$1,336.00	\$1,540.00	\$1,540.00	\$1,772.00
After 21 Years of Service	\$1,484.00	\$1,710.00	\$1,710.00	\$1,968.00
	Parks & Rec Worker II	Auto Mechanic Helper	Parks & Rec Worker III	WW Treatment Operator I
After 5 Years of Service	\$400.00	\$425.00	\$450.00	\$450.00
After 7 Years of Service	\$599.00	\$638.00	\$668.00	\$672.00
After 9 Years of Service	\$798.00	\$851.00	\$886.00	\$894.00
After 11 Years of Service	\$997.00	\$1,064.00	\$1,104.00	\$1,116.00
After 13 Years of Service	\$1,196.00	\$1,277.00	\$1,322.00	\$1,338.00
After 15 Years of Service	\$1,395.00	\$1,490.00	\$1,540.00	\$1,560.00
After 17 Years of Service	\$1,594.00	\$1,703.00	\$1,758.00	\$1,782.00
After 19 Years of Service	\$1,793.00	\$1,916.00	\$1,976.00	\$2,004.00
After 21 Years of Service	\$1,992.00	\$2,129.00	\$2,194.00	\$2,226.00
	Wtr Treatment Operator 1	MSW II	Apprentice Lineman	Parks & Rec Foreman
After 5 Years of Service	\$450.00	\$475.00	\$500.00	\$500.00
After 7 Years of Service	\$672.00	\$703.00	\$741.00	\$745.00
After 9 Years of Service	\$894.00	\$931.00	\$982.00	\$999.00
After 11 Years of Service	\$1,116.00	\$1,159.00	\$1,223.00	\$1,235.00
After 13 Years of Service	\$1,338.00	\$1,387.00	\$1,464.00	\$1,480.00
After 15 Years of Service	\$1,560.00	\$1,615.00	\$1,705.00	\$1,725.00
After 17 Years of Service	\$1,782.00	\$1,843.00	\$1,946.00	\$1,970.00
After 19 Years of Service	\$2,004.00	\$2,071.00	\$2,187.00	\$2,215.00
After 21 Years of Service	\$2,226.00	\$2,299.00	\$2,428.00	\$2,460.00

	Community Service Foreman	Meter Reader	Groundman	Electric Dept. Storeroom Attn
After 5 Years of Service	\$500.00	\$500.00	\$525.00	\$525.00
After 7 Years of Service	\$745.00	\$745.00	\$780.00	\$780.00
After 9 Years of Service	\$990.00	\$990.00	\$1,035.00	\$1,035.00
After 11 Years of Service	\$1,235.00	\$1,235.00	\$1,290.00	\$1,290.00
After 13 Years of Service	\$1,480.00	\$1,480.00	\$1,545.00	\$1,545.00
After 15 Years of Service	\$1,725.00	\$1,725.00	\$1,800.00	\$1,800.00
After 17 Years of Service	\$1,970.00	\$1,970.00	\$2,055.00	\$2,055.00
After 19 Years of Service	\$2,215.00	\$2,215.00	\$2,310.00	\$2,310.00
After 21 Years of Service	\$2,460.00	\$2,460.00	\$2,565.00	\$2,565.00
	Recycling Foreman	MSW III	Water Treatment Operator II	WW Treatment Operator II
After 5 Years of Service	\$550.00	\$550.00	\$550.00	\$550.00
After 7 Years of Service	\$816.00	\$816.00	\$820.00	\$820.00
After 9 Years of Service	\$1,082.00	\$1,082.00	\$1,090.00	\$1,090.00
After 11 Years of Service	\$1,348.00	\$1,348.00	\$1,360.00	\$1,360.00
After 13 Years of Service	\$1,614.00	\$1,614.00	\$1,630.00	\$1,630.00
After 15 Years of Service	\$1,880.00	\$1,880.00	\$1,900.00	\$1,900.00
After 17 Years of Service	\$2,146.00	\$2,146.00	\$2,170.00	\$2,170.00
After 19 Years of Service	\$2,412.00	\$2,412.00	\$2,440.00	\$2,440.00
After 21 Years of Service	\$2,678.00	\$2,678.00	\$2,710.00	\$2,710.00
	Water System Tech I	Automotive Mechanic	Maintenance Serviceman	Lineman Second Class
After 5 Years of Service	\$550.00	\$575.00	\$575.00	\$575.00
After 7 Years of Service	\$820.00	\$853.00	\$853.00	\$857.00
After 9 Years of Service	\$1,090.00	\$1,131.00	\$1,131.00	\$1,139.00
After 11 Years of Service	\$1,360.00	\$1,409.00	\$1,409.00	\$1,421.00
After 13 Years of Service	\$1,630.00	\$1,687.00	\$1,687.00	\$1,703.00
After 15 Years of Service	\$1,900.00	\$1,965.00	\$1,965.00	\$1,985.00
After 17 Years of Service	\$2,170.00	\$2,243.00	\$2,243.00	\$2,267.00
After 19 Years of Service	\$2,440.00	\$2,521.00	\$2,521.00	\$2,549.00
After 21 Years of Service	\$2,710.00	\$2,799.00	\$2,799.00	\$2,831.00

	Electric Eng. Tech	Operations Lead Worker	Maintenance Foreman	Serviceman
After 5 Years of Service	\$600.00	\$600.00	\$675.00	\$625.00
After 7 Years of Service	\$890.00	\$890.00	\$1,005.00	\$927.00
After 9 Years of Service	\$1,180.00	\$1,180.00	\$1,335.00	\$1,229.00
After 11 Years of Service	\$1,470.00	\$1,470.00	\$1,665.00	\$1,531.00
After 13 Years of Service	\$1,760.00	\$1,760.00	\$1,995.00	\$1,833.00
After 15 Years of Service	\$2,050.00	\$2,050.00	\$2,325.00	\$2,135.00
After 17 Years of Service	\$2,340.00	\$2,340.00	\$2,655.00	\$2,437.00
After 19 Years of Service	\$2,630.00	\$2,630.00	\$2,985.00	\$2,739.00
After 21 Years of Service	\$2,920.00	\$2,920.00	\$3,315.00	\$3,041.00
	Head Mechanic	Wtr Treatment Operator III	WWT Operator III	Water System Tech II
After 5 Years of Service	\$675.00	\$650.00	\$650.00	\$650.00
After 7 Years of Service	\$1,005.00	\$966.00	\$966.00	\$966.00
After 9 Years of Service	\$1,335.00	\$1,282.00	\$1,282.00	\$1,282.00
After 11 Years of Service	\$1,665.00	\$1,598.00	\$1,598.00	\$1,598.00
After 13 Years of Service	\$1,995.00	\$1,914.00	\$1,914.00	\$1,914.00
After 15 Years of Service	\$2,325.00	\$2,230.00	\$2,230.00	\$2,230.00
After 17 Years of Service	\$2,655.00	\$2,546.00	\$2,546.00	\$2,546.00
After 19 Years of Service	\$2,985.00	\$2,862.00	\$2,862.00	\$2,862.00
After 21 Years of Service	\$3,315.00	\$3,178.00	\$3,178.00	\$3,178.00
	Head Greenskeeper	Water Dist. Foreman	Street & Sewer Foreman	Construction Foreman
After 5 Years of Service	\$675.00	\$675.00	\$675.00	\$675.00
After 7 Years of Service	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00
After 9 Years of Service	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00
After 11 Years of Service	\$1,665.00	\$1,665.00	\$1,665.00	\$1,665.00
After 13 Years of Service	\$1,995.00	\$1,995.00	\$1,995.00	\$1,995.00
After 15 Years of Service	\$2,325.00	\$2,325.00	\$2,325.00	\$2,325.00
After 17 Years of Service	\$2,655.00	\$2,655.00	\$2,655.00	\$2,655.00
After 19 Years of Service	\$2,985.00	\$2,985.00	\$2,985.00	\$2,985.00
After 21 Years of Service	\$3,315.00	\$3,315.00	\$3,315.00	\$3,315.00



	Lineman First Class	Lead Lineman	Substation Specialist
After 5 Years of Service	\$725.00	\$825.00	\$825.00
After 7 Years of Service	\$1,085.00	\$1,236.00	\$1,236.00
After 9 Years of Service	\$1,445.00	\$1,647.00	\$1,647.00
After 11 Years of Service	\$1,805.00	\$2,058.00	\$2,058.00
After 13 Years of Service	\$2,165.00	\$2,469.00	\$2,469.00
After 15 Years of Service	\$2,525.00	\$2,880.00	\$2,880.00
After 17 Years of Service	\$2,885.00	\$3,291.00	\$3,291.00
After 19 Years of Service	\$3,245.00	\$3,702.00	\$3,702.00
After 21 Years of Service	\$3,605.00	\$4,113.00	\$4,113.00
	Collection System Technician I	Collection System Technician II	Sanitation Foreman
After 5 Years of Service	\$550.00	\$650.00	\$575
After 7 Years of Service	\$820.00	\$966.00	\$850
After 9 Years of Service	\$1,090.00	\$1,282.00	\$1,125
After 11 Years of Service	\$1,360.00	\$1,598.00	\$1,400
After 13 Years of Service	\$1,630.00	\$1,914.00	\$1,675
After 15 Years of Service	\$1,900.00	\$2,230.00	\$1,950
After 17 Years of Service	\$2,170.00	\$2,546.00	\$2,225
After 19 Years of Service	\$2,440.00	\$2,862.00	\$2,500
After 21 Years of Service	\$2,710.00	\$3,178.00	\$2,775

## ARTICLE 45

### WAGES

**A. Mission Statement** ~~The parties agree that, in order to attract and retain quality employees, a market value analysis shall be done to ensure equitable pay rates for all Bargaining Unit positions. It is not the intent of the parties to reduce any pay scales that may be higher than the current market value at the time of the review.~~

**B. Meeting 1** ~~The parties agree that they shall meet no later than January 1, 2018 to review all Bargaining Unit positions. On said date, the parties agree to the following:~~

- ~~1. Agree on three (3) like sized comparable communities with similar services provided within the State Employee Relations Board (SERB) district for Water Treatment/Distribution, Wastewater Treatment/Collection, Parks & Recreation/Cemetery, and Operations.~~
- ~~2. Agree on three (3) like sized comparable American Municipal Power (AMP) communities with similar services provided within Ohio and reference American Public Power Association (APPA) Salary Survey Report based on revenue and customer size for Electric Department positions.~~

**C. Meeting 2** ~~The parties agree that they shall meet no later than March 1, 2018 to review all Bargaining Unit positions in order to ensure equitable pay rates for those positions. On said date, the parties agree to the following:~~

- ~~1. All data collected prior to March 1, 2018 shall be shared and reviewed by both parties.~~
- ~~2. If there are not three (3) comparables for each position, those specific positions will be identified and comparables will be agreed upon by both parties.~~
- ~~3. The parties agree to meet as often as necessary to achieve the goals outlined in the Mission Statement.~~

**D. Conclusion** ~~All positions affected by the review shall have a revised pay scale effective the first pay period of 2019. Any additional increase shall be applied after the one percent (1%) across the board adjustment.~~

Effective 1st pay of 2020, pay steps A through D shall be increased by 2.25%					
Title	A	B	C	D	E
2020		7.25%	7.25%	7.25%	
Community Service Foreman	16.22	17.38	18.65	20.00	22.00
Head Greenskeeper	21.85	23.44	25.13	26.95	28.95
Parks/Recreation Assistant Dir	11.28	12.10	12.98	13.92	15.92
Parks/Recreation Foreman	22.42	24.06	25.80	27.67	29.67
Parks/Recreation Worker I	11.26	12.08			
Parks/Recreation Worker II	13.20	14.16	15.18	16.29	18.29
Parks/Recreation Worker III	15.60	16.74	17.96	19.25	21.25
Laborers	12.67	13.58	14.57	15.62	17.62
Automotive Mechanic	18.41	19.73	21.17	22.70	24.70
Automotive Mechanic Helper	16.22	17.38			
Head Mechanic	22.42	24.06	25.80	27.67	29.67
Collection System Technician I	19.50	20.91	22.42		
Collection System Technician II	20.90	22.42	24.05	25.79	27.79
Streets & Sewer Foreman	22.42	24.06	25.80	27.67	29.67
Maintenance Foreman	21.85	23.44	25.13	26.95	28.95
Maintenance Serviceman	19.00	20.37	21.85	23.44	25.44
Municipal Service Worker I	15.87	17.02			
Municipal Service Worker II	17.03	18.26	19.59		
Municipal Service Worker III	18.70	20.05	21.50	23.07	25.07
Recycling Foreman	17.64	18.92	20.29	21.76	23.76
Sanitation Foreman	19.43	20.84	22.35	23.97	25.97
Water Distribution System Foreman	22.42	24.06	25.80	27.67	29.67
Water System Technician I	19.19	20.58	22.08		
Water System Technician II	20.90	22.42	24.05	25.79	27.79
Operations Lead Worker	19.79	21.22	22.76	24.41	26.41
Construction Foreman	21.85	23.44	25.13	26.95	28.95
WWTP Apprentice	15.84	16.99	18.22		
WWTP Operator I	16.71	17.92	19.22		
WWTP Operator II	18.97	20.35	21.82	23.41	25.41
WWTP Operator III	22.42	24.05	25.80	27.67	29.67
Water Treatment Plant Apprentice	15.84	16.99	18.22		
Water Treatment Plant Operator I	16.71	17.92	19.22		
Water Treatment Plant Operator II	18.97	20.35	21.82	23.41	25.41
Water Treatment Plant Operator III	22.42	24.05	25.80	27.67	29.67
Chief Water Treatment Operator	24.74	26.53	28.46	30.52	32.52
Line Clearance Worker	13.99	15.00	16.09	17.26	19.26
Apprentice Lineman	18.71	20.07			
Meter Reader	16.22	17.38	18.65	20.00	22.00
Electric Service Worker	17.56	18.82	20.19	21.66	23.66
Groundman	18.02	19.33	20.73	22.23	24.23
Electrical Engineering Technician	19.19	20.58	22.08	23.68	25.68
Lead Line Clearance Worker	20.75	22.25	23.87	25.59	27.59
Lineman Second Class	21.24	22.77	24.43	26.20	28.20
Serviceman	21.24	22.77	24.43	26.20	28.20
Lineman First Class	25.27	27.10	29.06	31.17	33.17
Substation Technician	24.74	26.53	28.46	30.52	32.52
Lead Lineman	28.45	30.51	32.72	35.09	37.09
Substation Specialist	28.87	30.95	33.20	35.60	37.60
Column E is for those employees hired after 12-1-2010 on their 27th anniversary date.					
Step E represents a \$2.00 increase over Step D.					

Effective 1st pay of 2021, pay steps A through D shall be increased by 2.25%					
Title	A	B	C	D	E
2021		7.25%	7.25%	7.25%	
Community Service Foreman	16.58	17.77	19.07	20.45	22.45
Head Greenskeeper	22.34	23.96	25.70	27.56	29.56
Parks/Recreation Assistant Dir	11.53	12.37	13.27	14.23	16.23
Parks/Recreation Foreman	22.93	24.60	26.38	28.29	30.29
Parks/Recreation Worker I	11.51	12.35			
Parks/Recreation Worker II	13.50	14.48	15.53	16.65	18.65
Parks/Recreation Worker III	15.95	17.11	18.36	19.69	21.69
Laborers	13.42	14.40	15.44	16.55	18.55
Automotive Mechanic	18.82	20.18	21.64	23.21	25.21
Automotive Mechanic Helper	16.58	17.77			
Head Mechanic	22.93	24.60	26.38	28.29	30.29
Collection System Technician I	19.94	21.38	22.93		
Collection System Technician II	21.37	22.93	24.59	26.37	28.37
Streets & Sewer Foreman	22.93	24.60	26.38	28.29	30.29
Maintenance Foreman	22.34	23.96	25.70	27.56	29.56
Maintenance Serviceman	19.43	20.83	22.34	23.96	25.96
Municipal Service Worker I	16.34	17.53			
Municipal Service Worker II	17.42	18.67	20.03		
Municipal Service Worker III	19.00	20.37	21.85	23.44	25.44
Recycling Foreman	18.03	19.34	20.74	22.25	24.25
Sanitation Foreman	19.86	21.31	22.85	24.51	26.51
Water Distribution System Foreman	22.93	24.60	26.38	28.29	30.29
Water System Technician I	19.62	21.05	22.57		
Water System Technician II	21.37	22.93	24.59	26.37	28.37
Operations Lead Worker	20.23	21.69	23.27	24.96	26.96
Construction Foreman	22.34	23.96	25.70	27.56	29.56
WWTP Apprentice	16.07	17.23	18.48		
WWTP Operator I	17.19	18.44	19.78		
WWTP Operator II	19.19	20.58	22.08	23.67	25.67
WWTP Operator III	22.93	24.59	26.38	28.29	30.29
Water Treatment Plant Apprentice	16.07	17.23	18.48		
Water Treatment Plant Operator I	17.19	18.44	19.78		
Water Treatment Plant Operator II	19.19	20.58	22.08	23.67	25.67
Water Treatment Plant Operator III	22.93	24.59	26.38	28.29	30.29
Chief Water Treatment Operator	25.30	27.13	29.10	31.21	33.21
Line Clearance Worker	14.25	15.29	16.40	17.59	19.59
Apprentice Lineman	19.13	20.52			
Meter Reader	16.58	17.77	19.07	20.45	22.45
Electric Service Worker	17.95	19.25	20.65	22.14	24.14
Groundman	18.42	19.76	21.19	22.73	24.73
Electrical Engineering Technician	19.62	21.05	22.57	24.21	26.21
Lead Line Clearance Worker	21.21	22.75	24.40	26.17	28.17
Lineman Second Class	21.86	23.45	25.15	26.97	28.97
Serviceman	21.86	23.45	25.15	26.97	28.97
Lineman First Class	25.75	27.61	29.61	31.76	33.76
Substation Technician	25.30	27.13	29.10	31.21	33.21
Lead Lineman	29.09	31.20	33.46	35.88	37.88
Substation Specialist	29.17	31.28	33.55	35.98	37.98
Column E is for those employees hired after 12-1-2010 on their 27th anniversary date.					
Step E represents a \$2.00 increase over Step D.					

Effective 1st pay of 2022, pay steps A through D shall be increased by 2.25%					
Title	A	B	C	D	E
2022		7.25%	7.25%	7.25%	
Community Service Foreman	16.95	18.17	19.50	20.91	22.91
Head Greenskeeper	22.85	24.50	26.28	28.18	30.18
Parks/Recreation Assistant Dir	11.79	12.65	13.57	14.55	16.55
Parks/Recreation Foreman	23.44	25.15	26.97	28.93	30.93
Parks/Recreation Worker I	11.77	12.63			
Parks/Recreation Worker II	13.80	14.81	15.88	17.03	19.03
Parks/Recreation Worker III	16.31	17.50	18.77	20.13	22.13
Laborers	13.44	14.41	15.45	16.57	18.57
Automotive Mechanic	19.24	20.63	22.13	23.73	25.73
Automotive Mechanic Helper	16.95	18.17			
Head Mechanic	23.44	25.15	26.97	28.93	30.93
Collection System Technician I	20.39	21.86	23.44		
Collection System Technician II	21.85	23.44	25.14	26.96	28.96
Streets & Sewer Foreman	23.44	25.15	26.97	28.93	30.93
Maintenance Foreman	22.85	24.50	26.28	28.18	30.18
Maintenance Serviceman	19.86	21.30	22.85	24.50	26.50
Municipal Service Worker I	16.51	17.71			
Municipal Service Worker II	17.81	19.09	20.48		
Municipal Service Worker III	19.43	20.83	22.34	23.96	25.96
Recycling Foreman	18.44	19.78	21.21	22.75	24.75
Sanitation Foreman	20.31	21.79	23.37	25.06	27.06
Water Distribution System Foreman	23.44	25.15	26.97	28.93	30.93
Water System Technician I	20.07	21.52	23.08		
Water System Technician II	21.85	23.44	25.14	26.96	28.96
Operations Lead Worker	20.69	22.18	23.80	25.52	27.52
Construction Foreman	22.85	24.50	26.28	28.18	30.18
WWTP Apprentice	16.44	17.62	18.89		
WWTP Operator I	17.66	18.95	20.32		
WWTP Operator II	19.62	21.05	22.57	24.20	26.20
WWTP Operator III	23.44	25.14	26.97	28.93	30.93
Water Treatment Plant Apprentice	16.44	17.62	18.89		
Water Treatment Plant Operator I	17.66	18.95	20.32		
Water Treatment Plant Operator II	19.62	21.05	22.57	24.20	26.20
Water Treatment Plant Operator III	23.44	25.14	26.97	28.93	30.93
Chief Water Treatment Operator	25.87	27.74	29.75	31.91	33.91
Line Clearance Worker	14.57	15.63	16.77	17.98	19.98
Apprentice Lineman	19.56	20.99			
Meter Reader	16.95	18.17	19.50	20.91	22.91
Electric Service Worker	18.36	19.68	21.11	22.64	24.64
Groundman	18.84	20.20	21.67	23.24	25.24
Electrical Engineering Technician	20.07	21.52	23.08	24.76	26.76
Lead Line Clearance Worker	21.69	23.26	24.95	26.76	28.76
Lineman Second Class	22.21	23.81	25.54	27.39	29.39
Serviceman	22.21	23.81	25.54	27.39	29.39
Lineman First Class	26.33	28.23	30.28	32.47	34.47
Substation Technician	25.87	27.74	29.75	31.91	33.91
Lead Lineman	29.74	31.90	34.21	36.69	38.69
Substation Specialist	29.83	31.98	34.30	36.79	38.79
Column E is for those employees hired after 12-1-2010 on their 27th anniversary date.					
Step E represents a \$2.00 increase over Step D.					

#### Dual Compensation

Employees working in more than one (1) position in the City, will be paid according to the City's Overtime Pay Agreement for Dual Employment

#### **Section 45.1 Paycheck Distribution**

Pay summaries are distributed biweekly. Actual pay will be paid through a direct deposit process, except for special pays as determined by the Finance Director. Employees will be provided with a paystub that reflects items currently on the paystub. See Appendix B.

#### **Section 45.2 Progression In Steps --Current Employees**

All current employees employed prior to the date of execution of this Agreement, will, either concurrent with the first complete pay period of 2014, 2015, and 2016 or, on their anniversary date, whichever is applicable, be increased one (1) step in the above pay plan(s) until the maximum pay grade level in their job title is reached, subject to receiving a satisfactory annual performance review evaluation.

#### **Section 45.3 Progression in Steps**

New employees hired on or after the date of execution of this Agreement may be hired and placed at a step in the above pay plan(s) as determined at the sole discretion of the City.

New employees hired on or after the date of execution of this Agreement, will, on the employee's anniversary date, be increased one (1) step in the above pay plan(s) until the maximum pay grade level in their job title is reached, subject to receiving a satisfactory annual performance review evaluation.

Steps for promotions, transfers and demotions, effective after the execution of this Agreement, shall be governed by Section 16.3.

#### **Section 45.4 Progression in Ranges**

The following classifications shall be considered as progressive positions within the Bargaining Unit and shall be exempt from the promotional provisions of Article 16 entitled "Promotions, Assignments and Transfers".

It is the intent of the parties to this Agreement that employees in the lower ranges listed below shall be eligible for promotion to the next higher range listed upon meeting all requirements for the higher position and upon recommendation of the Department Head and approval of the City Manager.

Parks and Recreation Worker I  
Parks and Recreation Worker II  
Parks and Recreation Worker III  
Automotive Mechanic Helper  
Automotive Mechanic  
Water System Technician I  
Water System Technician II  
Apprentice Water Treatment Plant Operator  
Water Treatment Plant Operator I  
Water Treatment Plant Operator II  
Water Treatment Plant Operator III

Apprentice Waste Water Treatment Plant Operator  
Wastewater Treatment Plant Operator I  
Wastewater Treatment Plant Operator II  
Wastewater Treatment Plant Operator III  
Apprentice Lineman  
Lineman Second Class  
Lineman First Class  
Lead Lineman  
Municipal Service Worker I (within the Operations Department only)  
Municipal Service Worker II (within the Operations Department only)  
Municipal Service Worker III (within the Operations Department only)  
Collection System Technician I  
Collection System Technician II

## ARTICLE 46 STANDBY PAY

### Section 46.1 General

For the purposes of this Article and Agreement "standby" means that the designated qualified employee, shall be on record as available for emergency call outside the standard normal work week as defined in Section 25.2. Employees on light duty and/or work restrictions are not eligible for standby duty. A new schedule for standby for the next twelve (12) months shall be posted at least four (4) weeks prior to the expiration of the current standby schedule.

- A. **Transfer of Standby** - Transfer of Standby would occur at the beginning of the first shift, Monday morning, as defined per Departmental needs.
- B. **Communication** - The City shall provide communication tools reasonably necessary to fulfill the standby obligation.
- C. **Time Tracking Procedure** - When an employee is on standby, ~~you~~he may check the situation first, if the situation has occurred between ~~your~~his residence and ~~your~~his regular reporting station. If ~~you~~he resolves the situation within two (2) hours or less, ~~you~~he must end the call by punching in and out in a single stop at ~~your~~his regular reporting station. If the situation requires that ~~you~~he stay on the scene for an extended period of time, the employee must punch in and out when the work is complete and make a note of the actual hours worked on ~~his~~your payroll time sheet. ~~Have your~~The Department Head must approve the handwritten record at the earliest opportunity. For the purpose of time tracking, the employee will be on active pay status at the time of the call and remain in active pay status until the employee punches out.

### Section 46.2 Standby Pay/Duty -Electric Department

Qualified employee(s), placed on standby duty, shall serve twenty-four (24) hours per day for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Electric Department:

- A. Lineman Second Class (when the Department Head determines that the employee can do so safely)
- B. Lineman First Class
- C. Lead Lineman

The City may allow qualified, non-Bargaining Unit employees to participate in the Electric standby rotation schedule.

### Section 46.3 Standby Pay/Duty -Operations Department

Qualified employee(s) placed on standby duty, shall serve twenty-four (24) hours per day for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

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Qualified employee(s) who have served a full standby rotation shall receive Sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Operations Department:

A. All employees of the Water Distribution, Streets & Sewer, Maintenance and Garage Divisions.

B. No more than one (1) employee will be required to serve the seven (7) continuous days rotation.

The City may allow qualified, non-bargaining unit employees to participate in the Operations Standby Rotation Schedule.

#### **Section 46.4 Standby Pay/Duty -Parks & Recreation**

Qualified employee(s), placed on standby duty from the first Monday in April to the last Sunday in October, shall serve from 7:00 a.m. to 11:00 p.m. for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive seven (7) hours pay at their regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, ~~A~~-all full time bargaining unit members under the direction of the Parks & Recreation Director shall be included in the standby rotation schedule.

#### **Section 46.5 Standby Pay/Duty – Wastewater Treatment Plant**

Qualified employee(s), placed on standby duty, shall serve twenty-four (24) hours for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Waste Water Treatment Plant, Apprentice Waste Water Treatment Plant Operator, Waste Water Treatment Plant Operator I, II and III. The City may allow qualified, non-Bargaining Unit employees to participate in the Waste Water Treatment Plant standby rotation schedule.

#### **Section 46.6 Standby Pay/Duty – Water Treatment Plant**

Qualified employee(s) placed on standby duty, shall serve twenty-four (24) hours for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Water Treatment Plant: Chief Water Treatment Operator, Apprentice Water Treatment Plant Operator, Water Treatment Plant Operator I, II and III. The City may allow qualified, non-Bargaining Unit employees to participate in the Water Treatment Plant standby rotation schedule.

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**Section 46.7 Overtime Pay While on Standby**

Each qualified employee serving standby duty shall be compensated at the appropriate overtime rate of pay for any time actually worked when called out. These sums shall be considered additions and shall be excluded from any and all economic calculations based on wages.

Employees so assigned to Standby duty who are not available to report, do not report when so notified or fail to report within the time set forth in department Work Rules, shall forfeit two (2) hours of standard standby pay for each instance and be subject to disciplinary action.

## **ARTICLE 47**

### **ACTING TIME**

#### **Section 47.1 General**

When the City determines it necessary to temporarily assign an employee to work in a higher non-Bargaining Unit classification, or as a Foreman/Lead Lineman ~~with two (2) or more employees under their direction~~, said employee shall be eligible to receive a rate of pay one dollar (\$1.00) per hour above that which he usually receives. For the purposes of this Article "temporarily" shall mean for a minimum of four (4) hours and shall mean that the employee is available for call as an Employee acting as a higher authority after working hours on any day that he receives Acting Time pay.

Should the employee be called as an Employee acting as a higher authority after working hours while receiving Acting Time pay, he shall be entitled to receive pay for any actual time worked at one and one-half his revised rate of pay which shall include base wage, longevity wage and Acting Time wage.

#### **Section 47.2 Preference for Acting Time**

The best qualified employee in the affected Section or Department shall be given the acting time. In the event there are two (2) or more otherwise equally qualified employees, then the most senior shall be given the acting time.

Acting time shall be paid for the actual number of hours worked in the higher classification.

#### **Section 47.3 Required Duties**

The employee must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period in accordance with the following.

If an infraction of the Department's Rules and Regulations occurs while an Employee acting as a higher authority is in charge, which may require disciplinary action, the Employee acting as a higher authority shall:

- A. Inform the involved employee of the specific nature of the infraction;
- B. Forward a complete report to the appropriate regular supervisor; and
- C. Take whatever action is necessary to correct and/or relieve the situation at that time.

Any disciplinary action as a result of such employee infractions shall be imposed only by and at the discretion of the appropriate regular supervisor or such other higher authority. If an infraction occurs while an Employee acting as a higher authority is in charge, which necessitates that an employee be relieved from duty due to gross misconduct affecting the safety and welfare of the City, other employees, or other City workers, or the community at large, the Employee acting as a higher authority will relieve the employee from duty immediately, contact the appropriate regular supervisor and/or the next available higher authority, and shall prepare and forward copies of a complete report of the incident to the appropriate regular supervisor and/or the next available higher authority.

## **ARTICLE 48**

### **WAIVER IN CASE OF EMERGENCY**

#### **Section 48.1 General**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the City Manager or, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for management's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of employees.

#### **Section 48.2 Grievances During Emergencies**

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed, prior to the emergency.

## **ARTICLE 49**

### **ATTORNEY REPRESENTATION**

#### **Section 49.1 General**

The City, upon written request by an employee, shall provide at City expense, for the defense of that employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of that employee in connection with a governmental or proprietary function (including, but not limited to the rendering of first aid), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities.

Upon receipt of such a request, the City shall review the facts of the alleged act or omission giving rise to such action or proceeding and, if it is determined by the City, in its sole and absolute discretion, that the employee acted in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities, an attorney shall be selected by the City or its insurance provider to represent the employee in such action or proceeding.

#### **Section 49.2 Selection and Appointment of Attorney**

When the City has determined to select and appoint an attorney to represent an employee in an action or proceeding as described in Section 49.1 of this Article, but the City or its insurance provider, in its sole and absolute discretion, determines for whatever reason that no member of the City Law Department office can or should represent the employee, the City or its insurance provider shall appoint and pay another attorney to represent the employee.

The employee may suggest names of attorneys whom he wishes to represent him. The City or its insurance provider shall consider such suggested names, but shall have no obligation to select or appoint any attorney from such suggested names. The determination of the attorney to be selected and appointed to represent the employee shall be made by the City or its insurance provider, in its sole and absolute discretion, and that determination shall be final. The employee shall accept such representation of such attorney and, in good faith, shall fully and completely cooperate with such attorney.

**ARTICLE 50**  
**ATTENDANCE AT BARGAINING UNIT MEETINGS**

**Section 50.1 Prohibited Activities**

While on duty employees shall not attend Bargaining Unit meetings except as may be otherwise provided in this Agreement.

## **ARTICLE 51**

### **NO STRIKE OR LOCKOUT**

#### **Section 51.1 Interruption of Work Prohibited**

It is understood and agreed that the services performed by employees are essential to the public health, safety, and welfare. The Bargaining Unit, therefore, agrees that there shall be no interruption of work, for any cause whatsoever, nor shall there be any work slowdown or other interference with these services for the term of this Agreement.

#### **Section 51.2 Bargaining Unit Disclaimer and Required Bargaining Unit Actions In Strike**

When the City notifies the Bargaining Unit that any employees individually or collectively are engaged in any such strike activity, as outlined above, the Bargaining Unit agrees to disclaim approval of the strike and instruct all employees to return to work.

Any employee failing to return to work or who participated in or promotes such strike activities as previously outlined, may be subject to disciplinary action on an individual basis, up to and including dismissal.

#### **Section 51.3 Rights of City During Illegal Strike: Prohibition of Lockouts**

Nothing herein shall restrict any statutory rights of the City to act in regard to any illegal strike activity by its employees.

The City agrees that it will not authorize, instigate, cause, aid or condone any lockout of employees, unless those employees shall have violated this Article.

## ARTICLE 52

### DURATION OF AGREEMENT

#### Section 52.1 General

- A. This Agreement shall be effective 12:01a.m. December 1, 2019~~6~~ and shall remain in full force and effect until ~~and through its expiration at midnight, November 30, 2019~~2022; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one (1) party gives written notice to the other party pursuant to Paragraph B of this Section.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt, together with appropriate notification to S.E.R.B. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided in Article 42, the City and the employees and the Bargaining Unit, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.



ARTICLE 53  
SIGNATURE PAGE

*In Witness Whereof*, the parties have agreed hereto and have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_\_\_\_.

For the  
City of NAPOLEON, Ohio  
Local 3859

For the  
Bargaining Unit, AFSCME, Ohio Council 8,

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Labor Management Consultant

\_\_\_\_\_  
Treasurer

*Approved as to Form & Correctness:*

\_\_\_\_\_  
City Law Director

\_\_\_\_\_  
AFSCME Staff Representative

*Attest:*

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Bargaining Committee Member

*Certificate of Fiscal Officer*

The undersigned, being the Clerk of the City of Napoleon, Ohio, its Fiscal Officer, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

\_\_\_\_\_  
Gregory J. Heath  
City of Napoleon Clerk

\_\_\_\_\_  
Date

APPENDIX "A"

*Health Care Cost Committee Agreement*

COPY

This Agreement, being entered into this 3rd day of January, 2000 in Napoleon, Henry County, Ohio, by and between Local 240 IUPA, AFL-CIO Napoleon Police Officers Association; Local 3363 International Association of Fire Fighters; American Federation of State, County and Municipal Employees, AFL-CIO Local 3859 and the City of Napoleon, Ohio (such City of Napoleon hereafter referred to as "City").

WHEREAS, all parties to this Agreement recognize and acknowledge the significant effect of those health insurance benefits offered by the City to its' employees; and,

WHEREAS, all parties acknowledge and agree that said benefits should be distributed equitably to all employees; and,

WHEREAS, all parties acknowledge and agree that it is in the best interest of both the City and all of its' employees, that all employees are afforded appropriate health insurance; and,

WHEREAS, on 12-4-2000, City Council of Napoleon, Ohio passed Ordinance No. 125-00 authorizing the Health Care Cost Committee (hereinafter called "Committee"); and,

WHEREAS, said Ordinance declared the stated purpose of the Committee is to review and study health care benefit costs of the City as it relates to its employees and propose a plan or system by which such insurance benefits can be addressed, reviewed and the cost thereof kept under reasonable control, including but not limited to consideration of level of benefits, types of coverage and determination of what insurance companies are to be used.


THEREFORE, in consideration of all of the above, each signatory to this Agreement agree to the following:

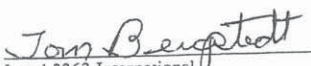
1. The Committee shall consist of two (2) representatives from each participating collective bargaining unit (as selected by that unit), two (2) representatives from the City's administration unit (as selected by the City Manager [which may include the City Manager]) and two (2) members from the City's non-bargaining personnel unit (as selected by the "Mayor").
2. The Committee will consider those things as stated in the preamble and paragraph 11 of this Agreement. Except as otherwise provided in this Agreement, all actions to be taken by the Committee shall be by unanimous vote of the participating units, with each participating unit having one (1) vote.
3. Each Committee Member shall have an equal right to participate in all activities and issues that come before the Committee, except for regards to voting.
4. A Committee Chairperson shall be selected by a majority vote of all members to this Committee currently serving at the time of said selection. The Chairperson's duties


be presented by either the Unit or the City in that Units' negotiations unless notification prior to the sixty (60) days has occurred.

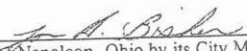
14. All signatory to this Agreement consent and agree, that upon the withdrawal of any signatory from the Committee, those health insurance benefits in effect on the date of withdrawal from the Committee shall be in full force and effect for the withdrawing Unit until that Unit's Collective Bargaining Agreement expires or any time of extension on the Collective Bargaining Agreement expires. In such case, the City wishes to withdraw, then the Committee will be considered to be terminated and those health insurance benefits in effect on the date of the termination of the Committee shall remain in full force and effect until each Unit's Collective Bargaining Agreement in effect at that time expires or any time of extension on the Collective Bargaining Agreement expires.
15. Upon the withdrawal of any Unit signatory to this Agreement, a quorum shall be reduced accordingly.

*Signatory Unit Representatives:*

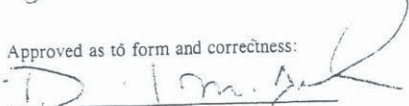
  
Local 240 IUPA, AFL-CIO  
Napoleon Police Officers Association

  
Local 3363 International  
Association of Fire Fighters

  
American Federation of State, County and  
Municipal Employees, AFL-CIO Local 3859

  
City of Napoleon, Ohio by its City Manager

Approved as to form and correctness:

  
David M. Grahn, City Law Director

Appendix B

10001	PAY PERIOD		PAY DATE		01-01-2017	
NO: 0001	JANE A. DOE	FROM:	01-01-17	TO:	01-01-17	
ANNIVERSARY/ HIRE DATE 01-01-2000						
AMOUNT EARNED THIS PAY PERIOD			DEDUCTIONS FROM PAY			
TYPE	HOURS	RATE	AMOUNT	DED	AMOUNT	YTD- AMT
REG	0.00	0.00	0.00	PERS- DEFERRED RETI	0.00	0.00
MEDICAL PREMIUM		0.00		0.00		
TOTAL HOURS		0.00	FEDERAL WITHHOLDING	0.00		0.00
OHIO STATE TAX		0.00		0.00		
NAPOLEON CITY TAX		0.00		0.00		
MEDICARE		0.00		0.00		
TOTAL DEDUCTIONS			0.00			
DIRECT DEPOSIT		0.00		0.00		
GROSS PAY EARNED		0.00	GROSS PAY DISTRIBUTION		0.00	
YTD GROSS PAY EARNED			0.00			
USED THIS PAY			EARNED THIS PAY		BALANCE	
VACATION PRESENT BALANCE		0.00	0.00		0.00	
VACATION FUTURE BALANCE		0.00	0.00		0.00	
PERSONAL BALANCE		0.00	0.00		0.00	
SICK BALANCE		0.00	0.00		0.00	
COMP BALANCE		0.00	0.00		0.00	
CITY OF NAPOLEON, OHIO						
255 W. RIVERVIEW AVENUE						
PO BOX 151						
NAPOLEON, OHIO 43545-0151						
DEPOSITED IN YOUR ACCOUNT		01-01-2017			\$0.00	
EMPLOYEE NAME						
EMPLOYEE ADDRESS						
EMPLOYEE CITY, STATE, ZIP						

**ORDINANCE NO. 072-19**

**AN ORDINANCE AMENDING THE CITY INCOME TAX CODE,  
SECTION 194.03 DEFINITIONS, TO ADOPT SECTIONS 718.01(Y Y)  
AND 718.01(Z Z) OF THE OHIO REVISED CODE; AND DECLARING  
AN EMERGENCY**

**WHEREAS**, House Bill (H.B.) 166 of the 133<sup>rd</sup> General Assembly, the State's operating appropriations and tax levy bill, includes an amendment by addition of two definitions added to Chapter 718, Municipal Income Taxes, R.C. Section 718.01 regarding supplemental executive retirement plan (SERP) exemptions; and,

**WHEREAS**, Section 757.220 of H.B. 166 makes clear that the amendment by this act of section 718.01 of the Revised Code applies to municipal taxable years beginning on or after January 1, 2020; and,

**WHEREAS**, the relevant income tax definitions added to R.C. 718.01 include a definition for "Pension" and one for "Retirement Benefit Plan;" and,

**WHEREAS**, in recognition of the above-listed changes and with a desire to keep the City's Municipal Income Tax Code up to date the City intends to add the two new definitions contained in R.C. 718.01 to the City's Municipal Income Tax Code. **Now Therefore**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON,  
OHIO:**

Section 1. That, section 194.03 of Chapter 194 of the Codified Ordinances of the City shall hereby be amended to add the following definitions for tax years starting on or after January 1, 2020:

"Pension" means a retirement benefit plan, regardless of whether the plan satisfies the qualifications described under section 401(a) of the Internal Revenue Code, including amounts that are taxable under the "Federal Insurance Contributions Act," Chapter 21 of the Internal Revenue Code, excluding employee contributions and elective deferrals, and regardless of whether such amounts are paid in the same taxable year in which the amounts are included in the employee's wages, as defined by section 3121(a) of the Internal Revenue Code.

"Retirement benefit plan" means an arrangement whereby an entity provides benefits to individuals either on or after their termination of service because of retirement or disability. "Retirement benefit plan" does not include wage continuation payments, severance payments, or payments made for accrued personal or vacation time.

Section 2. That, the definition for "Pension" currently contained in Chapter 194 of the Codified Ordinances of Napoleon, Ohio remains in full force and effect for all taxable years prior to 2020.

Section 3. That, Chapter 193 of the Codified Ordinances of Napoleon, Ohio remains in full force and effect for all taxable years prior to 2016.

Section 4. That, the Council hereby finds that this Ordinance was deliberated upon and passed in open meetings in compliance with Section 121.22 of the Ohio Revised Code.

Section 5. That, this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health or safety of the City and its inhabitants, such necessity arising from the City's need to effectively manage and control municipal income taxes, and therefore this Ordinance shall be effective upon passage.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 072-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

## **RESOLUTION NO. 073-19**

### **A RESOLUTION APPROVING A FIFTY DOLLAR (\$50.00) SURCHARGE TO CITY OF NAPOLEON, OHIO HEALTH INSURANCE PREMIUMS, AMENDING RESOLUTION NO. 012-18; AND DECLARING AN EMERGENCY**

**WHEREAS**, Section 197.15 (a) (2) of the Codified Ordinances (Personnel Code) provides that: Subject to reasonable cost containment measures, the City provides group hospitalization, surgical, and extended medical benefits for each full-time regular employee in accordance with the benefit schedule provided in the City's plan as on file in the office of the City Finance Director marked "BORMA Benefit Plan" and as may be amended from time to time by Resolution of Council. The BORMA Benefit Plan shall include covered services, co-pays, and premium contribution; and,

**WHEREAS**, the Health Care Cost Committee has recommended to City Council to approve a surcharge to City of Napoleon employees' health insurance premiums as follows: to add a fifty dollar (\$50.00) monthly surcharge to employees' health insurance premiums starting December 1, 2019 to employees that do not complete a wellness check, and also to employees' health insurance premiums whose spouse does not complete a wellness check as appropriate, by a licensed physician prior to November 30, 2019. Further, employees and spouses that complete the wellness check during the dates of December 1, 2018 through November 30, 2019 and turn in the Preventative Care Physician form by November 30, 2019, will not be assessed a surcharge to the employee's insurance premium. New employees will be afforded an opportunity to get a wellness check in their first year prior to being assessed a surcharge; and,

**WHEREAS**, there was no recommendation to change the health plan in the year 2019 regarding the out-of-pocket in network deductible currently; **Now Therefore**,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, upon recommendation of the Health Care Committee, in and for the year 2019, this Council approves amending Resolution No. 012-18, approving a fifty dollar (\$50.00) monthly surcharge to employees' health insurance premiums starting December 1, 2019 to employees that do not complete a wellness check and also to employees' health insurance premiums whose spouse does not complete a wellness check as appropriate, by a licensed physician prior to November 30, 2019. Further, employees and spouses that complete the wellness check during the dates of December 1, 2018 through November 30, 2019 and turn in the Preventative Care Physician form by November 30, 2019, will not be assessed a surcharge to the employee's insurance premium. New employees will be afforded an opportunity to get a wellness check in their first year prior to getting assessed a surcharge.

Section 2. That, all provisions of the BORMA Benefit Plan shall remain in full force and effect.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its



committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to enter into the stated surcharge in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 073-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*



# City of Napoleon, Ohio

## Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Chad E. Lulfs, P.E., P.S., Director of Public Works

Telephone: (419) 592-4010 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Joel L. Mazur, City Manager  
**From:** Chad E. Lulfs, P.E., P.S., Director of Public Works  
**cc:** Sandy Kessler, Maumee Valley Planning Organization  
Henry County Commissioners  
Mayor & City Council  
Kelly O'Boyle, City Finance Director  
Roxanne Dietrich, Clerk of Council  
**Date:** October 22, 2019  
**Subject:** Park Street Street Improvements ~ Phase III –  
Recommendation of Award

On Tuesday, October 22, 2019, bids were opened and read aloud for the above referenced project. Five bids were submitted and read as follows:

Vernon Nagel, Inc.	\$1,166,513.97 (Error in Submitted Bid)
Cash Services, L.L.C.	\$1,185,208.00
Miller Contracting Group, Inc.	\$1,231,769.00
Underground Utilities, Inc.	\$1,344,739.80
E.R. Zeiler Excavating, Inc.	Bid Rejected – Failed to Acknowledge Receipt of Addendum No. 2

The Engineer's Estimate for this project is \$1,125,000.00. This project consists of: replacing the existing cast iron waterline on Park Street from Sheffield Avenue to Haley Avenue; replacing the remaining portion of the existing clay sanitary sewer with PVC sewer pipe; replacing drainage structures and installing storm leads to each property; reconstructing the street and drive approaches; installing new concrete. The completion date for this project is June 20, 2020.

Please note that we were awarded \$325,000 from the O.P.W.C. (Issue II) and \$550,000 from Residential Public Infrastructure toward the construction of this project. **Having reviewed the submitted bids, it is my recommendation that Council award Vernon Nagel, Inc. the contract for the Park Street Street Improvements ~ Phase III in the amount of \$1,166,513.97.** If you have any questions or require additional information, please contact me at your convenience.

CEL

Security features are included. Details on back.

**GMC WINERY, LLC**  
The Lumberyard Winery & Supply  
118 West Front Street Suite G  
Napoleon, OH 43545

**THE HENRY COUNTY BANK**  
122 East Washington Street  
Napoleon, OH 43545  
56-132/412

001609

10/1/19

PAY TO THE  
ORDER OF

City of Napoleon  
Jeffrey And No 100

\$ 50.00

DOLLARS

MEMO

K-9 Unit Donation

Mona S. Canale  
President



# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 599-1235 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** City Council, Mayor, City Manager, City Law  
Director, City Finance Director, Department  
Supervisors, News media

**From:** Roxanne Dietrich, Clerk of Council *[Signature]*

**Date:** October 31, 2019

**Subject:** Technology and Communications Committee –  
Cancellation

The regularly scheduled meeting of the **Technology and Communications Committee** for Monday, November 04, 2019 at 6:15 pm has been CANCELED due to lack of agenda items.

*City of Napoleon, Ohio*

**SPECIAL MEETING**

of

**CITY COUNCIL**

in Joint Session with the


**FINANCE AND BUDGET COMMITTEE**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

Special Meeting Agenda

**Friday, November 08, 2019 at 8:00 am**

- 1) Review 2020 Budget Proposals (direct Law Director to draft Legislation)
- 2) Executive Session (Compensation of Personnel)
- 3) Any other matters that may properly come before Council
- 4) Adjournment

  
Roxanne Dietrich  
Clerk of Council

## 2020 BUDGET REVIEW SCHEDULE WITH CITY COUNCIL

---

### Friday, November 8<sup>th</sup>

8:00 AM	Administration 1300
8:30 AM	Municipal Court 1800
8:50 AM	Henry County CIC 130
9:10 AM	Henry County Chamber
9:30 AM	Engineering 1700/Operations 200-204, 510, 511, 520, 521, 560, 561, 600
11:00 AM	Law 1400
11:30 AM	IT 1600
11:45 AM	HR 1370
Noon	Lunch
12:30 PM	Parks & Recreation 4100-4700
1:00 PM	Waste Water 6300
1:45 PM	Water 6200
2:30 PM	Electric 503
3:30 PM	Finance 1500
4:30 PM	Council 1100 /Mayor 1200

### Saturday, November 9<sup>th</sup>

8:00 AM	Police 2100
9:00 AM	Fire 2200

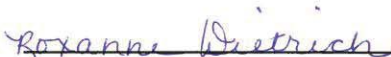


*City of Napoleon, Ohio*  
**SPECIAL MEETING**  
of  
**FINANCE AND BUDGET COMMITTEE**  
in Joint Session with  
**CITY COUNCIL**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

Special Meeting Agenda  
**Friday, November 08, 2019 at 8:00 am**

- 1) Review 2020 Budget Proposals
- 2) Any other matters currently assigned to the Committee
- 3) Adjournment

  
\_\_\_\_\_  
Roxanne Dietrich  
Clerk of Council

*City of Napoleon, Ohio*

**SPECIAL MEETING**

of

**CITY COUNCIL**

in Joint Session with the

**FINANCE AND BUDGET COMMITTEE**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

Special Meeting Agenda

**Saturday, November 09, 2019 at 8:00 am**

- 1) Review 2020 Budget Proposals
- 2) Any other matters that may properly come before Council
- 3) Adjournment



Roxanne Dietrich

Clerk of Council



*City of Napoleon, Ohio*

**SPECIAL MEETING**

of

**FINANCE AND BUDGET COMMITTEE**

in Joint Session with

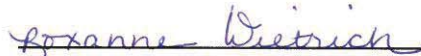
**CITY COUNCIL**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

Special Meeting Agenda

**Saturday, November 09, 2019 at 8:00 am**

- 1) Review 2020 Budget Proposals
- 2) Any other matters currently assigned to the Committee
- 3) Adjournment

  
Roxanne Dietrich  
Clerk of Council

# Ohio Municipal League Legislative Bulletin

## Ohio Municipal League

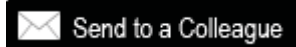
Fri 11/1/2019 1:50 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>

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[OML Classified Ads](#)



## Legislative Bulletin

**November 1, 2019**

### OML UPDATE AT-A-GLANCE

Here are the top three things you need to know from this past week:

- Three drug distribution companies and a drug manufacturing company being sued by Summit and Cuyahoga counties agreed to a settlement last week. The distribution companies will pay \$215 million to the counties and the drug manufacturing company will pay \$20 million and donate \$25 million in Suboxone, a drug that can help combat opioid addiction. The League has been participating in meetings Governor DeWine has been holding at his residence with local government representatives to discuss creating a statewide framework for distributing future grant and settlement dollars from current opioid lawsuits down to municipalities and counties that have been impacted by the crisis. Our future bulletins will report on the progress of these discussions.
- The Ohio Department of Transportation (ODOT) has announced this week that they will be awarding \$70 million in state funding to local agencies for public transportation. Additionally, the Federal Transit Authority (FTA) has awarded \$35 million in funding to assist Ohio's rural transit providers. You can read a breakdown of the programs and transit authorities receiving these awarded funds [HERE](#).

- The DeWine Administration has announced they have approved assistance to nine new economic development proposals. These projects are expected to generate over \$82 million in new payroll and over \$89 million in investments while creating 1,222 new jobs and retaining 1,883 jobs across the state. You can read a breakdown of the projects receiving the assistance [HERE](#).

### **68th OML ANNUAL CONFERENCE A SUCCESS**

The League would like to thank all of our members who were able to take time out of their busy schedules last week to attend our Annual Conference last week and took advantage of the networking, roundtable discussions, workshops and exclusive keynote addresses. We also want to thank all our speakers for helping ensure our conference was a valuable educational experience for our members. It is always our goal to ensure our attendees leave with timely and relevant information and strong relationships with other municipal leaders that will help them as they serve their local cities and villages.

We also hope that attendees got the chance to talk to our exhibitors and learn more about the various important service providers the League partner's with to help cities and villages continue to deliver quality services to their communities.

We were excited to feature new guest speakers and new programming this year. We want to thank nationally-renown communications expert, Jan Hargrave, for teaching our attendees how to nonverbally project confidence and read body language. We also want to thank Leon Andrews, Director for the National League of Cities' Race, Equity and Leadership (REAL) initiative, who discussed the importance of fostering race equity in our communities. We hope our attendees enjoyed these fresh topics and exciting new speakers and were able to take useful information back to their local communities.

We look forward to seeing everyone again next year!

### **LEAGUE DELIVERS PROPONENT TESTIMONY ON ECONOMIC DEVELOPMENT LEGISLATION**

This week and last, the League offered proponent testimony on two bills that would help stimulate economic development throughout the state and within Ohio's cities and villages.

The first bill, SB 39, is sponsored by Sen. Schuring (R - Canton) and would authorize an insurance premiums tax credit for capital contributions to transformational mixed-use development projects. (Link: <https://bit.ly/2WczNRB>)

During its third hearing before the House Economic and Workforce Development Committee last week, the League's Executive Director Kent Scarrett submitted written proponent testimony. "The construction and use of transformational mixed-use developments (TMUDs) within municipalities can have a substantial impact within a municipality," said Dir. Scarrett. "The potential economic development of these kinds of buildings is broad as revenues can be

generated from retail, entertainment or dining sales, job creation, increased property values and revenue from sales, income and lodging taxes." You can read the League's testimony in full [HERE](#).

The second bill, HB 312, is sponsored by Rep. Powell (R - Laura), would permit intrastate equity crowdfunding under certain circumstances.

(Link: <https://bit.ly/2PgnEtp>)

During its second hearing before the House Financial Institutions Committee, the League offered written proponent testimony on the bill. The testimony supported the bill's promotion of economic development and job creation in the state. The legislation would allow businesses to raise up to \$5 million in intrastate equity crowdfunding for the purposes of starting or expanding a business. 80% of the business's assets must be located in Ohio, 80% of the money raised must be spent in Ohio and only Ohio residents would be able to purchase securities. You can read the League's testimony in full [HERE](#).

The League wants to thank Sen. Schuring and Rep. Powell for introducing legislation aimed at generating more economic development opportunities in our municipalities throughout the state. We will continue to report on these bills as they move through the legislative process.

### **MUNICIPAL INCOME TAX PREEMPTION BILL INTRODUCED**

A bill from previous General Assemblies jeopardizing local control of municipal income tax revenues has been re-introduced this week. HB 382, sponsored by Rep. Jordan (R - Ostrander), would prohibit municipal corporations from levying an income tax on non-residents' compensation for personal services or on net profits from a sole proprietorship owned by a nonresident. (Link: <https://bit.ly/337YMIv>) Rep. Jordan introduced this bill during his previous terms in the Ohio Senate.

HB 382 is a threat to the stability of municipal revenues and would deliver yet another substantial financial blow that would impact municipalities ability to deliver critical services to businesses and residents of their local community.

We often say municipalities are the economic engines of our state. Cities and villages are home to 80% of all the business in Ohio, making municipalities a cornerstone of economic development and job growth throughout the state. Municipal revenues create and sustain the quality infrastructure, safety personnel and other services necessary to attract and retain businesses. Prohibiting municipalities from levying income tax on nonresidents who benefit from the delivery of municipal services would create a financial blow that would impede cities and villages in generating the economic development and job growth throughout Ohio.

We want our members to be aware of this bill's re-introduction so they can contact their legislative delegation and educate them on exactly how this misguided bill would not only negatively impact Ohio's municipalities, but the state as a whole. We will be closely monitoring this bill and alert our members in the event it receives any hearings.

## **OHIO SENIOR CITIZENS HALL OF FAME NOMINATIONS OPEN**

The Ohio Department of Aging is currently soliciting nominations of older adults to be considered for 2020 inductions into the Ohio Senior Citizens Hall of Fame, which honors native-born or long-time Ohio residents age 60 and older who are defined by their actions, not their age.

"We are looking for individuals who defy convention and continue to play a significant role in the success of their community and their fields of endeavor," said Ursel J. McElroy, director of the department. "Certainly, you know someone who is worthy of induction into the Ohio Senior Citizens Hall of Fame."

Since 1976, 486 exceptional older Ohioans have been inducted into the Ohio Senior Citizens Hall of Fame.

Past inductees have included business and industry leaders, advocates, community planners, educators, scientists, health care professionals, volunteers, artists, entertainers, athletes, and more.

Inductees are selected from public nominations. Nominees are evaluated on the scope and impact of their contributions begun or continued after age 60. Nominees must be native-born Ohioans or have been residents of the state for at least 10 years. Posthumous nominations are accepted, provided the date of death is within the last five years and the nominee was age 60 or older at the time of death.

New members are inducted each May as the state and nation celebrates Older Americans Month. Nominations must be received by Nov. 29, 2019 to be considered for induction in 2020.

Learn more, access the nomination form, and view past inductees at [www.aging.ohio.gov/halloffame](http://www.aging.ohio.gov/halloffame). You can request a paper nomination form by calling 614-728-0253.

## **AMERICAN COUNCIL OF ENGINEERING COMPANIES OF OHIO OFFERING NEW ETHICS TRAINING COURSE**

The American Council of Engineering Companies of Ohio (ACEC) is excited to announce that they have partnered with industry leaders to develop an online, on-demand ethics training course customized for Ohio ethics and law.

In 2018, the Ohio Legislature added a new requirement for license renewal; two-hour's worth of ethics training pertaining to the Ohio Revised Code every two years. With this new requirement, ACEC Ohio took action and developed a low-cost course to satisfy the training requirements.

The ACEC Ohio course consists of a two-part module, equating to two hours of work and is available to all engineers working in Ohio for a \$50 registration cost. Visit [acecoho.cd2learning.com](http://acecoho.cd2learning.com) to register. Call 614-487-8844 or email [info@acecoho.org](mailto:info@acecoho.org) with any questions.

## **BILLS IMPACTING MUNICIPALITIES PASSED BY HOUSE**

Here are the bills affecting municipalities that were passed by the House of Representatives last week:

- HB 295 - ELECTRIC SCOOTERS. Sponsored by Rep. Hoops (R - Napoleon), would establish requirements governing low-speed electric scooters. The House passed the measure 89-1. The League is neutral on this legislation.

(Link: <https://bit.ly/30l0H4t>)

- HB 119 - LOCAL CONTROL-TRAFFIC VIOLATIONS. Sponsored by Rep. Stoltzfus (R - Paris Township), would grant municipal and county courts original and exclusive jurisdiction over any civil action concerning a traffic law violation, modify certain requirements governing the use of traffic law photo-monitoring devices by a local authority, and make corrective changes to the distracted driving and texting-while-driving law. The bill was amended during the committee process to remove the provisions pertaining to traffic law photo monitoring devices. The House passed the measure 91-2. The League is neutral on this legislation.

(Link: <https://bit.ly/2JjDDmM>)

## **COMMITTEE RECAP: BILLS OF MUNICIPAL INTEREST**

Here are the bills impacting municipalities that received committee hearings this week:

- HB 228 - LAW ENFORCEMENT TAX CREDIT. Sponsored by Sen. Schaffer (R - Lancaster), would allow an income tax credit for law enforcement officials who purchase safety or protective items to be used in the course of official law enforcement activities. The bill received sponsor testimony before the House Ways and Means Committee this week. The League is supportive of this legislation.

(Link: <https://bit.ly/2r2Jir5>)

- HB 10 - OFFICE OF DRUG POLICY. Sponsored by Rep. Brown (D - Canal Winchester) and Rep. Stoltzfus (R - Paris Township), would establish the Governor's Office of Drug Policy and make an appropriation. During its fifth hearing before the Senate General Government and Agency Review Committee, the bill was amended to update the appropriations in the bill to reflect the State Operating Budget and was reported unanimously out of committee. The League is supportive of this legislation.

(Link: <https://bit.ly/343f5q7>)

## COMMITTEE SCHEDULE FOR THE WEEK OF NOVEMBER 3, 2019

**Tuesday, November 5, 2019**

### SENATE WAYS AND MEANS

Tue., Nov. 5, 2019, 11:15 AM, Senate Finance Hearing Room

Sen. Roegner: 614-466-4823

**SB212\*\*** AUTHORIZE TOWNSHIPS-EXEMPT PROPERTY TAX (SCHURING K) To authorize townships and municipal corporations to designate areas within which new homes and improvements to existing homes are wholly or partially exempted from property taxation.

#### **First Hearing, Sponsor Testimony**

**SB190\*\*** TAX CREDIT-LAW ENFORCEMENT (SCHAFER T) To allow an income tax credit for law enforcement officials who purchase safety or protective items to be used in the course of official law enforcement activities.

#### **Second Hearing, Proponent Testimony**

### SENATE GOVERNMENT OVERSIGHT AND REFORM

Tue., Nov. 5, 2019, 3:15 PM, South Hearing Room

Sen. Coley: 614-466-8072

**SB221\*\*** FIREARMS REGULATIONS (DOLAN M) To provide for the issuance in specified circumstances of a Safety Protection Order to apply regarding a person who a court determines is under a drug dependency, chronic alcoholic, or mental health-related firearms disability; to specify LEADS and NCIC reporting and removal procedures for current types of protection orders; to require the submission to the Attorney General for inclusion in LEADS of findings of IST or NGRI; to modify some of the prohibitions under the offense of "unlawful transactions in weapons" and add new prohibitions and exemptions under the offense, including a new exemption if a state background check mechanism the bill enacts is used and does not indicate that the prospective transferee is barred from firearms possession; to provide in specified circumstances for the issuance of a seller's protection certificate under the new state background check mechanism; to increase the penalty for certain firearms-related offenses in specified circumstances; to modify the law governing the entry of arrest warrants into LEADS as extradition warrants; to expand the law regarding the provision of drug and alcohol test results to law enforcement personnel; and to provide a new exception to the testimonial privilege for specified medical and dental personnel regarding certain probate court proceedings.

#### **First Hearing, Sponsor Testimony**

**SB223\*\*** PROHIBIT FIREARMS ACCESSORIES (THOMAS C, LEHNER P) To generally prohibit a person from possessing trigger cranks, bump-fire devices, or other items that accelerate a semi-automatic firearm's rate of fire but do not convert it into an automatic firearm and large capacity magazines.

#### **First Hearing, Sponsor Testimony**

**Wednesday, November 6, 2019**

### HOUSE ECONOMIC AND WORKFORCE DEVELOPMENT

Wed., Nov. 6, 2019, 10:00 AM, Hearing Room 114

Rep. Zeltwanger: 614-644-6027

MIXED USE DEVELOPMENT PROJECTS-TAX CREDIT (SCHURING K) To authorize an insurance premiums tax credit for capital contributions to transformational mixed use development projects.

**Fourth Hearing, All Testimony**

**SENATE LOCAL GOVERNMENT, PUBLIC SAFETY AND VETERANS AFFAIRS**

Wed., Nov. 6, 2019, 2:30 PM, South Hearing Room

Sen. Manning: 614-644-7613

OR AFTER SESSION

PROHIBIT TAX-PLASTIC BAGS (RULLI M) To authorize the use of an auxiliary container for any purpose, to prohibit the imposition of a tax or fee on those containers, and to apply existing anti-littering law to those containers.

**First Hearing, Sponsor Testimony**

**HOUSE STATE AND LOCAL GOVERNMENT**

Wed., Nov. 6, 2019, 3:00 PM, Hearing Room 122

Rep. Wiggam: 614-466-1474

OR AFTER SESSION

WATER DEVELOPMENT-LOAN REFINANCING (WILKIN S, O'BRIEN M) To allow the Ohio Water Development Authority to provide for the refinancing of loans for certain public water and waste water infrastructure projects.

**Third Hearing, All Testimony, POSSIBLE VOTE**

**CHECK THE WEBSITE MONDAY FOR ANY CHANGES TO THE COMMITTEE SCHEDULE**

**Ohio Municipal League Meetings & Trainings**

<a href="#"><u>Mayors Court Refresher Trainings</u></a> <b>November 15</b>	<a href="#"><u>Registration Information</u></a>
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[Ohio Municipal League](#)

**Legislative Inquires:**

[Kent Scarrett, Executive Director](#)

[Edward Albright, Deputy Director](#)

[Ashley Brewster, Director of Communications](#)

[Thomas Wetmore, Legislative Advocate](#)

**Website/Bulletin Issues:**

[Zoë Wade, Office Manager](#)